

CEDAR BREEZE CONSULTANTS LETTER OF AGREEMENT

This Letter of Agreement is made on _____ between Joyce Rheal, Cedar Breeze Consultants and (Client) _____ located at _____.

In this Agreement, the party who is contracting to receive the services shall be referred to as the "Client" and the party who will be providing the services shall be referred to as Joyce Rheal, Cedar Breeze Consultants.

1. DESCRIPTION OF SERVICES. Beginning on _____ Joyce Rheal, Cedar Breeze Consultants will provide the following services (collectively, the "Services"): You have asked me to undertake the professional genealogical research services, tutoring, presentations or workshops for you.

2. PAYMENT FOR SERVICES. Client will pay compensation to Joyce Rheal, Cedar Breeze Consultants for the Services based on \$50 per hour. A \$500 retainer is required to be paid in advance before the research project begins. This retainer covers 10 hours of work. Tutoring, presentations and workshop fees are \$50 per hour, paid in advance. PayPal, credit cards, and personal checks are accepted. Please note that for any check that is NSF, client will be charged an additional \$35 to cover the NSF charges incurred. Travel, lodging, and additional outside organization fees (copying) are additional charges and not covered in the retainer.

3. TERM/TERMINATION. This Agreement may be terminated by either party upon 5 days written notice to the other party.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that Joyce Rheal, Cedar Breeze Consultants is an independent contractor with respect to the Client and not an employee of the Client. The Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Joyce Rheal, Cedar Breeze Consultants.

5. Scope of Services.

- Client must provide prior research documentation to avoid duplicating any past research that is related to the specific goal, to identify weaknesses, omissions, and inaccuracies that might exist. Omission of research could lengthen the project time and rates.
- I cannot guarantee what information, if any, may be found. Conclusions are based on weight of available documented evidence. Absolute proof of genealogical relationships and documents are not always possible.
- The signed agreement, prior research, and retainer must be received before the project begins.
- Additional research beyond the initial agreed-upon 10 hours is billed at \$50/hour, with no minimum numbers of hours, which must be paid for in advance.
- Additional expenses incurred including travel to archives, parking, copying, postage, database access, etc will not be incurred without prior approval from the client and upon approval will be billed weekly.
- All reports, summaries, and documents will be sent to clients electronically. If snail mail is preferred, additional charges will apply for printing, travel, postage and time.
- You agree that if you distribute to others or publish any information taken from my reports, including my findings and conclusions, you will report them accurately, you will include any qualifiers (for example, the words probable or possible, when accompanying a conclusion, and you will credit my report as the source.
- Additional Scope of Services and Project Plans made by either of us must be in writing prior to services being rendered.

6. CONFIDENTIALITY. Joyce Rheal, Cedar Breeze Consultants will respect the confidentiality of the living and not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate in any manner any information that is proprietary to the Client. I do retain the right to make further use of the results of this work, including publication in articles or books with acknowledgement of your sponsorship of the research.

7. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

8. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Party contracting services:

Service Provider:

By: _____
Client

By: _____
Joyce Rheal, Cedar Breeze Consultants