

HISTORISCHE BERATUNG UND RECHERCHE

GERMAN GENEALOGICAL RESEARCH SERVICE

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Order

1. Customer

Herewith I,

(family name, given name)

(street & no.)

(zip-code, city)

authorize the above-mentioned supplier with the accomplishment of service as follows
(please mark):

2. Extent and description of service:

- genealogical research
- heir search
- church records and civil records research
- state archive research
- transcription of handwritten documents
- literature research and procuring (bibliography)

Precise description of research objectives (please use separate sheet of paper if necessary):

- I enclose copies of existing documents/information relating to the research.
- I enclose a signed warrant to be presented at administrative authorities if necessary.
- The supplier is asked to attach photocopies or other appropriate reproductions of the sources to the report.
- The supplier is also asked to attach transcripts of the sources to the report.

Shipment shall be done by:

- postal service
- UPS oder another appropriate parcel service

The fees for this project are set as follows:

	genealogical research	heir search
research (field work in archives or libraries, office work for preparation and reports)	EUR 40,00 / hour	EUR 50,00 / hour
travel costs	EUR 0,35 / km	EUR 0,35 / km
photocopies resp. scans (office)	EUR 0,30 / A4 format	EUR 0,30 / A4 format
lodging costs, photocopies (archives), archive fees, postage, phone calls etc.	will be billed at actual cost	will be billed at actual cost

For individual customers living within the European Union and for institutional customers/businesses outside the European Union, Value Added Tax (VAT) needs to be added to the overall sum.

- A maximum expenditure of EUR _____ is authorized for the whole research project (research fees and expenditure).
- I include an advance deposit of EUR 100 or USD 100 (resp. of the complete sum if the total limit is set below EUR 100) in either of the forms of payment described below.

3. Method of payment:

Payment shall be done by (please mark):

- credit card mail order:
Note: credit card data cannot be accepted if they are sent via e-mail.

card type:

- Visa
- MasterCard/EuroCard

card no.: _____

expiry date: _____

card verification code (the last three digits on the back of the card): _____

- personal check or International Money Order

I have taken note of the following terms and accept them as part of the agreement.

(place, date)

(signature)

The following terms of service are part of the agreement:

(State: 1 June 2004)

§ 1 - Liability for research and/or bibliography orders

(1) The supplier takes the responsibility to perform all research relating to this order most conscientiously and in highest possible quality. This refers especially to:

- timely fulfilment of the research requested
- locating and obtaining of records in the most effective and economic way possible
- following professional standards in analyzing records and documenting the results

(2) The supplier does not accept any liability for the existence of certain documents or records. If the research reveals that the order is not feasible in spite of all efforts, a final report will be written and the work brought to an end.

(3) The customer assures the correctness of the information and material supplied by him. The supplier does not accept any liability for delays or costs caused by incorrect or incomplete information given by the customer.

§ 2 - Assignment of certain services to other researchers

The supplier is entitled to delegate certain parts of service or entire research orders to qualified experts selected by her. The supplier takes liability for these researchers according to the rules reg. the liability for fulfilment assistants.

§ 3 - Final report, termination of service agreement

(1) The service ends after the customer has received the final report about research results. This report will be made after the collection of sufficient material or after all efforts ended without success.

(2) The customer is entitled to terminate the service agreement at any time by written notice. In that case, a final report will be made about the results obtained up to that point of time. The customer is liable to pay any expenses that have arisen till the point of time at which the supplier receives the termination notice.

(3) If the service agreement is terminated by the customer or stopped because of impracticability (see § 1(2)), a final invoice will be made for the research and expenses performed up to that point of time. The same holds true if the maximum expenditure for the research order has been limited by the customer and when this limit is reached. Exceeding this limit is permissible up to 15% at most.

(4) The supplier has the right to make use of the research results in other contexts, e.g. for publications. In the case of heir search, the research results will be kept confidential until all heirs are identified and located.

§ 4 - Advance payment

If the total limit for the complete project is set below EUR 100, the research will begin only after receipt of an advance payment for the complete sum. If the total limit is set above EUR 100, the research will begin after receipt of an advance deposit at the amount of EUR 100,00. The deposit will be deducted from the last bill in completion of the contract.

§ 5 - Method of payment

Payment is accepted by:

1. VISA, MasterCard or EuroCard credit card mail order
2. International Money Order or personal check

§ 6 - Competency of court

The exclusive place of court is München. The law of the Federal Republic of Germany is in force.