



Terms and Conditions

Disclaimer. The availability of pertinent genealogical information varies widely among individuals, locations and countries. Because of this, we cannot guarantee what information, if any, may be found despite our best research efforts. We cannot predict that specific genealogical facts will be located, nor can we guarantee the conclusions that will result. We will conduct efficient research based on our knowledge and experience, within the allotted resources. We provide complete documentation of our efforts.

Ethics. We perform work as an independent contractor in accordance with prevailing professional genealogy standards, including but not limited to, the Code of Ethics of the Association of Professional Genealogists, the Code of Ethics and Conduct of the Board of Certification of Genealogists, and the Standards established by the National Genealogical Society. To the best of our ability and within the time and scope limitations outlined in the client work agreement, we uphold the Genealogy Proof Standard to guide our work.

Confidentiality. All personal information and documentation you have provided that is not publicly available will be kept confidential. This includes identifying information such as your name, address, phone, and email. While we do not investigate living people, we treat related information with discretion. Please specifically identify matters and information that you consider to be of a sensitive nature so that we can handle that information with care. Per the Future Use of Work clause below, MelNel Genealogy retains the right to use our work samples for specific purposes.

Contracting. Each engagement will include a work agreement outlining project goals, scope, deliverables, payment terms and other project-specific details. The entire agreement will appear within the body of the document and any attachments, and will supersede any prior written or oral discussions. MelNel Genealogy will begin work only upon our receipt of 1) A signed and dated work agreement, 2) A signed and dated Permission to Use Research Results form, 3) A completed Client Genealogy Worksheet (and any other relevant material), and 4) Payment as required by the project's payment terms. Either party can initiate a modification to the work agreement through email; however, there will be no modification until the other party confirms their agreement either in writing or through email. In the event that payments are to be made throughout the course of our work, we reserve the right to suspend or discontinue work pending receipt of additional payment(s).

Research Process. Each research project follows a standard process which will be time billed to your project. Our professional genealogist will evaluate starting information and all previous research that you provide; frame a research plan that supports the project's goals; execute and adjust the plan based on real-time findings; and report findings through the scoped deliverables. You rely upon our expertise and professional judgment as to the methods we employ in working towards your goal. We may tailor the detailed steps based on time, complexity and available resources using our best judgment. The goal and findings of each project determine the type of visual displays (such as tables, maps, and photographs)

used within associated reporting. Product delivery will be outlined in your work agreement. Please note that most of the work on your project will be 'behind the scenes' research which will not always be displayed in the final product.

Future Use of Work. MeINel Genealogy owns the rights to all notes, reports or other written products we prepare for you. We retain the right to make further use of our products from our client engagements, including publication in blogs, articles or books; as professional genealogy certification samples; or as examples for lectures or written work. We seek your written approval before using our work through a Permission to Use Research Results that is attached to the client work agreement. It is our policy to redact names of living family members, unless you give permission to use names. Names of deceased family will not be redacted. You may distribute our products to others, upload to the internet, or publish information taken from our products, in whole or in part, as long as you (1) receive written permission from MeINel Genealogy; (2) report the information accurately; and (3) credit our product as the source.

Legal Matters. MeINel Genealogy services are limited to genealogical record retrieval, analysis and conclusion development, and production of service deliverables. Any information or communication we provide within this scope does not constitute legal advice. If you require assistance with areas such as adoption, probate, heir search, citizenship or other legal matters, you should contact a qualified attorney. MeINel Genealogy will not be held liable for disclosing or failing to disclose or locate information regarding a legal matter. Although unlikely, we may be ordered by a court to disclose information that we have uncovered during our project. There may also be the rare occurrence where we are ethically, legally, or morally obligated to disclose our findings to a third party. In these situations, we will do our best to protect client identity to the extent possible.

Travel Planning. MeINel Genealogy offers a travel book, which provides relevant information and places of interest based upon project results. We do not provide recommendations or bookings for airfare, accommodations and other travel reservations. As such we are not responsible for travel cancellations, illness, accidents, incidents or other issues related to travel, including cancellations, closures, or other situations based upon weather, acts of God, political, pandemic, or any other situation that may not be anticipated or known at the time of preparation of the travel book or your travel plans. We do recommend obtaining travel protection or insurance that covers unforeseen circumstances and contacting your travel provider prior to your scheduled trip. Please also note that any venue information provided in the travel book is current as of the date the book was prepared. Please contact the venue prior to scheduling and traveling to obtain the current information.

Termination of Services. Our services under the client work agreement will terminate upon (1) delivery of service products; (2) after agreement to a new set of hours which extends this engagement; (3) by you for any reason with written notice to us; or (4) by us for any reason with written notice to you. Any outstanding payments will be due at that time of termination. We reserve the right to terminate the agreement for non-payment. Any such termination does not waive the payment and we maintain the right to seek payment through any legal means necessary.

Jurisdiction. Any claim brought in connection with this work performed or to be performed will be brought in Pasco County, Florida. The law of the State of Florida will apply. In any cases of any litigation, the prevailing party shall recover the cost and attorney's fees arising from any lawsuits that may be brought.

