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THE LEGAL FORMS KIT

Edited by
VIJAY FADIA

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KIT

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Real Estate 1

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Sale and Purchase of Real Property

All real estate transactions where a real property is transferred from a seller to a buyer requires a written contract, often called a land sales contract. Although the statute of frauds requires such a contract to be in writing, it's not necessary that there be a formal contract drawn with technical exactness. It is sufficient as long as the agreement contains all the material elements of a contract; that is, it identifies the seller and buyer, the price agreed upon and terms of its payment, and describes the real property with legal exactness. Below is a list of necessary elements of a properly drafted agreement for the sale and purchase of real property:

- The parties to the agreement;
- The real property to be sold;
- The consideration or purchase price to be paid and the manner of payment;
- The status of title to the property;
- The method of insuring title and the conveyance instrument;
- The escrow or closing mechanism;
- The representations and warranties of the parties;
- Pre-closing and post-closing covenants of the parties;
- Conditions precedent to each party's obligation to close;
- Remedies of the parties upon breach, including liquidated damages; and
- Responsibility for brokerage commissions.

In most areas, local boards of realtors distribute standard, pre-printed forms for use in the purchase of a real estate. For virtually all commonplace transactions where the services of a real estate broker are employed, such forms will be all you'll need. Included here is a basic form of real estate purchase agreement between a buyer and seller, which can be adapted to meet your more particular needs.

Option to Purchase Real Estate

An option agreement to purchase real estate gives the party to whom the option is granted the right to make the purchase within the time fixed in the agreement. To be enforceable, the option agreement must be in writing and supported by consideration other than that which will be given if the option is exercised. The agreement should describe the form of contract of sale that the parties will enter into if the option is exercised, set out the period during which the option will be held open, and provide for extensions of the option period, if any are to be granted.

Listing Agreement Between Broker and Seller

The following form is a listing agreement whereby an owner desiring to sell or exchange his real property authorizes an agent either to solicit offers which are to be presented to the owner for his approval and acceptance, or to present an offer from the owner to others for their acceptance. The form contains alternative provisions designed to provide for an open, exclusive agency, or exclusive right to sell listing.

An agreement authorizing or employing an agent, broker, or any other person to purchase or sell real estate or to procure, introduce, or find a purchaser or seller of real estate, for compensation or a commission, is invalid, unless the same, or some note or memorandum thereof, is in writing and subscribed by the party to be charged or by his agent.

Escrow Agreements

Virtually all real property transactions, and many other kinds of property transfers are generally handled through escrow. Escrow arrangements are essential in situations where the possession of property is relinquished immediately but the money is to be transferred in the future. The property is transferred to a third party known as escrow agent. Parties to the transaction, buyer and seller, deposit money and other documents evidencing transfer of ownership with the escrow holder. At a time agreed upon, the escrow is "closed," and transfer of property and money is made to respective parties.

The escrow agreement must set out precise terms and conditions which would allow the escrow holder to close the escrow. It must provide for the contingency of a default by either party and must detail the escrow holder's liability. The agreement must also provide for escrow holder's compensation, how much and who would pay.

Escrow Instructions

In most areas, real property transfers are handled through an escrow agent, an attorney, a bank or title insurance company. The parties to the transaction deliver a copy of the contract, the deed, and all money to be paid to the escrow agent. When all conditions of the contract have been fulfilled, the escrow agent delivers the deed to the purchaser and the money to the seller. Included here is a form of escrow instructions furnished by buyer and seller to the escrow agent.

Deeds

A deed is generally defined as a written instrument transferring title to or an interest in real property. In order that an instrument may be effective as a deed, there must be at least two parties, a grantor and a grantee. In addition, the grantor must have the legal capacity to understand and appreciate the nature of the transaction at the time of execution of the deed. The grantee designated in a deed must be a person, either natural or artificial, in existence and capable of taking and holding title at the time of the conveyance.

While various types of deeds may be distinguished in many ways, the most useful distinction is the degree to which the grantor covenants that the grantee will enjoy the property undisturbed by the claims of others. Thus the quitclaim deed or release contains merely a covenant (by implication) that the grantor will cease to claim any interest that he may have had in the property. More protection is afforded to the grantee by a special warranty deed which guarantees the title against claims of the grantor or anyone claiming under him, and maximum protection is afforded the grantee by a warranty or general warranty deed in which the grantor becomes the absolute guarantor of the grantee's interest in the property by covenanting to defend the grantee's title against any claim of interest by any person.

Although there are no prescribed forms of deeds and any instrument will effectively convey property if it sufficiently identifies the grantor and grantee, adequately describes the property and the quantum of estate therein to be conveyed, clearly expresses the grantor's present intent to convey, and is executed and delivered in conformance with the applicable formal requirements, many conveyancers prefer to rely on the established deed forms which set forth the traditional recitals of conveyances in full.

Streamlined, short form deeds have been authorized by statute in a majority of the states. It is recommended that you use deed forms authorized by statute or commonly in usage in your jurisdiction. Such forms are generally available locally.

Execution. Because deeds and other instruments affecting interests in real property are universally recorded, they must be properly executed. A deed must include the signature of the grantor and an acknowledgment (notarization). The date of the conveyance should be indicated and the deed must be delivered by the grantor and accepted by the grantee. Although recording of a deed is not essential to its validity, the deed is not good or effectual in law or equity against creditors or subsequent purchasers for a valuable consideration and without notice unless it is recorded.

Cotenancy

The term "cotenancy" embraces both tenancies in common and joint tenancies. In a joint tenancy, the tenants have the same and equal interest in the property entitling them to undivided possession simultaneously. Such an interest is created under a single instrument or conveyance and commences at the same time. In many states, joint tenancy has the distinguishing feature of right of survivorship by which the entire estate, on the death of a joint tenant, passes to the surviving joint tenant. Thus joint tenancy passes outside of a will or laws governing intestate succession.

In a tenancy in common, each of the tenants owns a stipulated share of the property. If one co-owner dies, his share goes to his estate, rather than to the surviving co-owners.

Contribution by Cotenant

Generally, whenever one cotenant pays a debt or obligation for the benefit of the common property, or discharges a lien or assessment imposed against the property, he is entitled to have the other cotenants pay to him their proportionate share of the expenditure.

Mechanic's Lien

A mechanic's lien is a claim created by statute to secure priority of payment for the value of labor performed or materials furnished in the making of improvements on real property. A mechanic's lien attaches to the land as well as the improvements thereon. Mechanic's lien laws vary substantially from jurisdiction to jurisdiction and you must consult your state statutes before proceeding. Most lien statutes require a lien claimant to file a prelien notice to owner followed by a lien notice within a certain period after the completion of the work performed by him. The various notices that must be given to establish a mechanic's lien usually have to be verified by a notary public and also recorded in almost all jurisdictions.

The forms included here are for illustrative purposes only and you must determine the local requirements.

**BASIC FORM OF AGREEMENT FOR PURCHASE AND SALE
OF SINGLE FAMILY RESIDENCE**

_____ of _____
_____, County of _____, State of _____,
herein called "Seller" agrees to sell to _____,
of _____, County of _____,
State of _____, herein called "Buyer," and Buyer agrees to purchase from Seller
the real property, herein called the "Property," located at _____
_____, in the City of _____, County of _____,
State of _____, more particularly described as: _____
Insert legal description of
_____ property

on the following TERMS AND CONDITIONS:

1. Purchase Price. The purchase price for the Property shall be the sum of \$ _____ payable by Buyer to Seller in the manner described herein.

2. Financing Terms.

- a. \$ _____ Initial deposit delivered by Buyer to Seller contemporaneously with the execution of this Agreement.
- b. \$ _____ Additional deposit in escrow within _____ days from acceptance.
- c. \$ _____ Proceeds from new first loan for _____ years, with interest not to exceed _____%, payable at approximately \$ _____ per month.
- d. \$ _____ Seller financing; second loan secured by the Property. Payable at \$ _____ per month, or more, including _____% interest, with the balance due _____ years from date of conveyance. A late charge of \$ _____ shall be due on monthly payments tendered more than _____ days late.
- e. \$ _____ Total purchase price.

3. Opening of Escrow. An escrow shall be opened to consummate the sale of the Property pursuant to this Agreement at _____ within _____ days from the date hereof.

4. Conditions of Escrow. The close of such escrow and Buyer's obligation to purchase the Property pursuant to this Agreement are conditioned on:

- (a) The conveyance to Buyer or his nominee of good and marketable title to the Property, as evidenced by a standard form title insurance policy in the full amount of the purchase price issued by _____ Title Company, subject only to such liens, encumbrances, clouds, or conditions as may be approved in writing by Buyer.
- (b) Delivery of possession of the Property to Buyer or his nominee, immediately on close of escrow free and clear of all holdovers and occupancies except as Buyer may waive in writing.

5. **Closing.** On or before _____ or within _____ days of acceptance, whichever is later, both parties shall deposit with the escrow holder all funds and instruments necessary to complete the sale in accordance with the terms hereof.

6. **Physical Possession.** Physical possession, with all keys and garage door openers, shall be delivered to Purchaser upon recordation of the deed.

7. **Failure of Condition.** Should any of the conditions specified hereinabove fail to occur within _____ days after the opening of escrow, Buyer shall have the power, exercisable by his giving a written notice to the escrow holder and to Seller, to cancel such escrow, terminate this Agreement, and recover any amounts paid by him to Seller or to the escrow holder on account of the purchase price of the Property. The exercise of such power by Buyer shall not, however, constitute a waiver by him of any other rights he may have against Seller for breach of this Agreement. The escrow holder shall be, and is hereby, irrevocably instructed by Seller on any such failure of conditions and receipt of such notice from Buyer to immediately refund to Buyer all moneys and instruments deposited by him in escrow pursuant to this Agreement.

8. **Prorations.** Rents, taxes, interest, and other expenses of the Property shall be prorated as of the date of recordation of the deed. Security deposits, advance rentals, or considerations involving future lease credits shall be credited to Purchaser.

9. **Bonds and Assessments.** Any bonds or improvement assessments which are a lien on the Property shall, on close of escrow, be paid by Seller.

10. **Broker's Commissions.** Any and all commissions due to real estate or other brokers as a result of this sale of the Property shall be paid by Seller.

11. **Liquidated Damages.** Should Buyer default in the performance of this Agreement, both Buyer and Seller agree by initialing this provision that the amount paid by Buyer to Seller on execution of this Agreement constitutes a reasonable estimate under the circumstances existing at the time this Agreement is made of the damages Seller would sustain because of such default and may be retained by Seller as liquidated damages in the event of any such default.

_____ [Initials of Seller] _____ [Initials of Buyer]

12. **Attorney's Fees.** Should any litigation be commenced between the parties hereto concerning the Property, this Agreement, or the rights and duties of either in relation thereto, the party, Buyer or Seller, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation which shall be determined by the court in the litigation or in a separate action brought for that purpose.

13. **Time.** Time is of the essence of this Agreement.

14. **Entire Agreement.** This instrument constitutes the sole and only Agreement between Buyer and Seller concerning the Property and their rights and duties in connection with that Property. Any Agreements or representations between Buyer and Seller regarding those matters are null and void unless expressly set forth in this instrument.

EXECUTED on _____, 19____ at _____

Seller

Buyer

OPTION TO PURCHASE REAL ESTATE

AGREEMENT, made and entered into this _____ day of _____,
19_____, between _____, Seller, and
_____, Purchaser.

WITNESSETH, that for and in consideration of the payment of \$_____ to Seller
by Purchaser and the mutual promises and covenants hereinafter set forth, the parties hereto
agree as follows:

1. Form of Contract of Sale. Seller binds himself to enter into a contract with Purchaser, a copy of which contract is annexed to and made a part of this Agreement, upon the exercise by Purchaser of this option.

2. Expiration of Option. This option shall expire on _____, 19_____.

3. Extension of Option Period. Purchaser shall have the further option on or before _____, 19_____ to extend the option period for an additional period of _____ days to _____, 19_____, upon giving notice of the extension of the option period to Seller prior to _____, 19_____, and tendering to Seller a sum of \$_____ as additional consideration.

4. Method of Giving Notice. This option is to be extended and exercised by Purchaser by giving written notice, mailed by certified mail, return receipt requested, to Seller, at _____ . Payment covering consideration for this option shall be payable directly to the Seller.

5. Agreement Binding. This Agreement shall be binding upon the parties hereto and their respective heirs, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Seller

Purchaser

LISTING AGREEMENT

THIS AGREEMENT made this _____, 19_____, by and between

_____ and _____
Name of Owner *Name of Owner*
_____, hereinafter collectively referred to as "Owner," and _____
_____, hereinafter referred to as "Broker."
Name of Broker

Recitals

1. Owner is the owner of that certain real property situated in _____
County, State of _____, commonly known as _____
and hereinafter referred to as the "Property," and more particularly
described as _____.
legal description of real property

2. Owner desires to sell the Property and, accordingly, Owner desires to grant to Broker the [exclusive and irrevocable] right to sell the Property in accordance with the provisions of this Agreement. Broker is a duly licensed real estate salesman [or broker] in the State of _____ and desires to have the [exclusive] authority to sell the Property in accordance with the provisions of and for the compensation provided for in this Agreement.

THEREFORE, Owner and Agent agree as follows:

1. **Grant of Right.** Owner hereby grants to Broker the [exclusive and irrevocable] right, commencing on _____, 19_____, and expiring at _____ A.M. [or P.M.] on _____, 19_____, to sell the Property.

2. **Personal Property Included.** In addition to the real property described above, the Property to be sold [or exchanged or sold or exchanged] includes the personal property itemized in the inventory attached hereto as Exhibit _____, which exhibit is incorporated in and made a part of this Agreement.

3. **Incorporation of Information Checklist.** As a further description of the Property, the parties have jointly prepared statements and information which appear in the Property Information Checklist, which checklist is attached to and incorporated in this Agreement as Exhibit A.

4. **Terms of Sale.** The purchase price of the Property shall be \$ _____ which shall be paid on the following terms: _____

_____ or at such price and terms as shall be acceptable to Owner, and to accept a deposit thereon.

5. **Open Listing.** This Agreement is commonly known in the trade as an open listing and if, during the period of this Agreement, the sale of the Property is consummated and the deed or other evidence of the transfer of title is recorded other than through the efforts of Broker, but rather through the efforts of other agents, or of anyone else, including Owner, the aforesaid compensation for the sale shall not be paid to Broker as set forth in this Agreement.

[OR]

5. **Exclusive Agent Listing.** This Agreement is commonly known in the trade as an exclusive agency listing and if, during the period of this Agreement the sale of the Property is consummated and the deed or other evidence of the transfer of title is recorded other than through the efforts of Broker, but rather through the efforts of other agents, or of anyone else, excluding Owner, compensation shall be paid to Broker as set forth in this Agreement.

[OR]

5. Exclusive Right to Sell Listing. This Agreement is commonly known in the trade as an exclusive right to sell listing and if, during the period of this Agreement the sale of the Property is consummated and the deed or other evidence of the transfer of title is recorded other than through the efforts of Broker, but rather through the efforts of other agents, or of anyone else, including Owner, compensation shall be paid to Broker as set forth in this Agreement.

It is understood that Broker is a member of _____,
Multiple Listing Service

and that such listing service and its members shall act in cooperation with Broker in procuring or attempting to procure a purchaser in accordance with this Agreement.

6. Compensation of Broker. The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between the Seller and Broker. Owner agrees to pay Broker as compensation for services rendered a fee of _____ per cent of the purchase price.

7. Cooperation of Owner. Owner agrees to make available to Broker and prospective purchasers all data, records, and documents pertaining to the Property, to allow Broker, or any other broker with whom Broker chooses to cooperate, to show the Property at reasonable times and upon reasonable notice, and to place a "For Sale" sign upon the Property. Owner agrees to commit no act which might tend to obstruct the Broker's performance hereunder. Broker may furnish the information provided herein to third parties, and after close of escrow, may disclose the terms of sale to interested parties.

8. Sales Facilitation.

By initialling here: [_____] Owner instructs Broker to list the herein Property with the local Multiple Listing Service.

By initialling here: [_____] Owner authorizes Broker to install a Lock Box upon the Property.

9. Delivery of Papers by Owner. In the event of a sale, Owner will promptly, upon Broker's request, deposit in escrow all instruments necessary to complete the sale.

10. Distribution of Sales Information. In the event Owner has signed a PROPERTY DISCLOSURE STATEMENT, Broker is authorized to furnish copies to potential purchasers.

11. Owner's Representations. Owner warrants the accuracy of the information furnished herein with respect to the above-described Property and agrees to hold the Broker harmless from any liabilities or damages arising out of incorrect or undisclosed information. Owner agrees to notify Broker within seven (7) days of any changes in rentals and/or expenses of the Property. The undersigned Owner warrants further that he is the owner of record of the Property or has the authority to execute this Agreement.

12. Broker Indemnified. If suit is brought to collect the compensation of Broker, or if Broker successfully defends any action brought against Broker by Owner relating to this authorization or under any sales agreement relating to said Property, Owner agrees to pay all costs incurred by Broker in connection with such action, including a reasonable attorney's fee.

13. Escrow Instructions and Closing Date. Escrow instructions to _____ shall be signed by the purchasers and Owner and shall be _____
name of escrow agent
delivered to said escrow within _____ days from acceptance of the terms and conditions of the sale of the Property. Said instructions shall provide for closing and the recording of the deed

or other evidence of the transfer of title within _____ days from the date the instructions are delivered to said escrow.

14. Title Defects. Title shall be free of liens, encumbrances, easements, restrictions, rights, and conditions of record or known to Owner other than the following: _____
_____.

15. Owner Default. If Owner fails to deliver title as herein provided, any deposit, together with any other money paid on account of the purchase price, shall thereupon be returned to the purchasers.

In consideration of the execution hereof, the undersigned Broker agrees to use diligence in effecting a sale of the Property.

Dated: _____, 19____.

Broker

Seller

Address

Address

Phone

Phone

Exhibit A

PROPERTY INFORMATION CHECKLIST

General Information

Property location _____
Type of property _____
Owner _____
Address of Owner _____
Telephone _____
Occupants _____
Lease terms _____

Building

Age _____
Builder _____
Style _____
Exterior _____
Interior _____
Foundation _____
Roof _____
Stories _____
No. of rooms _____
Room size _____
Room size _____
Room size _____
Room size _____
Garage _____
Storage areas _____
Porches, balconies _____
Basement _____
Carport _____
View _____
Sewer _____
Septic tank _____
Heating _____
Gas _____
Electricity _____
Water heater _____
Lighting _____
Garbage _____

Contents and Utilities

Air conditioning _____
Fireplace _____
Stove _____
Oven _____
Dishwasher _____
Garbage disposal _____
Sinks _____
Cabinets _____
Closets _____
Shelves _____

ESCROW AGREEMENT

1. **Introduction.** Agreement made on _____, 19____ by _____
_____ residing at _____
_____ (Seller), _____ residing
at _____ (Purchaser), and _____
_____ with offices at _____
_____ (Escrow Agent).

2. **Purpose of Agreement.** Simultaneously with the making of this Agreement, Seller and Purchaser have entered into a contract (the Contract) by which Seller will sell to Purchaser the following property: _____.

The closing will take place on _____, 19____, at _____ A.M., at the offices of _____, located at _____ or at such other time and place as Seller and Purchaser may jointly designate in writing. Pursuant to the Contract, Purchaser must deposit \$_____ as a down payment to be held in escrow by Escrow Agent.

3. **Deposit of Escrow and Acknowledgment of Receipt.** The \$_____ down payment referred to hereinabove has been paid by Purchaser to Escrow Agent. Escrow Agent acknowledges receipt of \$_____ from Purchaser by check, subject to collection.

4. **Escrow Agent's Duties Upon Closing of Sale.** If the closing takes place under the Contract, Escrow Agent at the time of closing shall pay the amount deposited with him to Seller or in accordance with Seller's written instructions. Escrow Agent shall make simultaneous transfer of the said property to the Purchaser.

5. **Escrow Agent's Duties If Sale Does Not Close.** If no closing takes place under the Contract, Escrow Agent shall continue to hold the amount deposited with him until he receives written authorization for its disposition signed by both Purchaser and Seller. If there is any dispute as to whom Escrow Agent is to deliver the amount deposited, Escrow Agent shall hold the sum until the parties' rights are finally determined in an appropriate action or proceeding or until a court orders Escrow Agent to deposit the down payment with it. If Escrow Agent does not receive a proper written authorization from Seller and Purchaser, or if an action or proceeding to determine Seller's and Purchaser's rights is not begun or diligently prosecuted, Escrow Agent is under no obligation to bring an action or proceeding to deposit the sum held by him in court, but may continue to hold the deposit.

6. **Escrow Agent's Liability.** Escrow Agent assumes no liability except that of a stakeholder. Escrow Agent's duties are purely ministerial and are limited to those specifically set out in this Agreement. Escrow Agent shall incur no liability to anyone except for willful misconduct or gross negligence so long as Escrow Agent acts in good faith. Seller and Purchaser release Escrow Agent from any act done or omitted in good faith in the performance of Escrow Agent's duties.

7. **Escrow Agent's Compensation.** As full compensation for Escrow Agent's services, Escrow Agent shall be paid the sum of \$_____ together with any unreimbursed costs and expenses incurred by him in carrying out his duties. These sums shall become due when Escrow Agent fully discharges his duties and may be deducted from the amount deposited with Escrow Agent before delivery of the deposit in accordance with the terms of this Agreement.

Seller

Purchaser

Escrow Agent

ESCROW INSTRUCTIONS

Date: _____

Escrow Holder _____

Escrow Officer _____

Street Address _____

City _____ State _____ Zip _____

Phone No. _____

Escrow No. _____

Property _____

Buyer _____

Seller _____

Listing Broker _____

Selling Broker _____

Please include the following items in your escrow instructions:

1. Purchase Price

Initial Deposit \$ _____

Cash Through Escrow _____

First Loan Proceeds _____

Second Purchase Money T.D. _____

Total Consideration \$ _____

2. **Second Purchase Money T.D.** Buyer to execute a note in favor of Seller in the amount of \$_____ to be secured by a Second Deed of Trust (Mortgage) on the Property, with monthly payments of \$_____, or more, including interest at _____% per annum. Entire balance due in full _____ years from date of conveyance.

3. **Title.** Buyer shall take title as _____.

4. **Bonds and Assessments.** The amount of any bond assessment which is a lien shall be paid by _____.

5. **Title Insurance.** Deliver to Buyer a _____ policy of title insurance subject only to the following items shown in your preliminary title report:
_____.

6. **Closing Costs.** The cost of title insurance shall be paid by _____.
Escrow fees to be paid by _____.
Transfer taxes shall be paid by _____.

7. **Prorations.** Real estate taxes, interest, rents if any, and other expenses of the property shall be prorated as of the date of recordation of the deed. Security deposits, advance rentals, or considerations involving future lease credits shall be credited to Buyer at close of escrow.

8. **Structural Pest Control Work.** Seller shall pay for structural pest control inspection. Funds for structural pest control work to be done at Seller's expense in the amount of \$_____ are to be held in escrow and disbursed to a licensed structural pest control operator upon receipt of notice of work completed.

9. **Commission.** Pay from proceeds at close of escrow a commission in the amount of \$_____ to _____, the Listing Broker and the amount of \$_____ to _____, the Selling Broker. Pay multiple listing service fee of \$_____ to _____.

10. **Close of Escrow.** Escrow shall close on or before _____, 19_____.

11. **Additional Instructions.** _____

_____.

Dated: _____
_____ *Listing Broker*

Dated: _____
_____ *Selling Broker*

The undersigned Escrow Holder hereby acknowledges receipt hereof.

Dated: _____
_____ *Escrow Holder*

ESCROW INSTRUCTIONS - ALTERNATIVE FORM

The attached Agreement by and between _____, as Purchaser, and _____, as Seller, dated _____, 19_____, is to be construed as your escrow instructions, and you are authorized to act thereunder insofar as closing your escrow is concerned. The following general provisions are incorporated and made a part of those instructions.

1. Funds Deposited. All funds received in this escrow shall be deposited with other escrow funds in a general escrow account or accounts of Title Company with any state or national bank, and may be transferred to any other general escrow account or accounts. All disbursements shall be made by check of Title Company.

2. Institutional Commitment. Any commitment made in writing to Title Company by a bank, trust company, insurance company, or building and loan or savings and loan association, to deliver its check or funds into this escrow may, in the sole discretion of Title Company, be treated as the equivalent of a deposit of the amount committed.

3. Adjustments. All adjustments are to be made on a basis of thirty day month.

4. Recordation of Instruments. Recordation of any instruments delivered through this escrow, if necessary or proper to issue the policy of title insurance called for by the Agreement, is authorized.

5. Property Taxes. No examination or insurance as to the amount or payment of real or personal property taxes is required unless the real property tax is payable on or before the date of the policy of title insurance.

6. Deal With Third Parties. If any party to these instructions obtains a loan on the land involved during the pendency of this escrow, you are authorized to furnish the lender, or any one operating on its behalf, any information concerning this escrow, including, but not limited to, a certified copy of the escrow instructions and any amendments to them.

7. Insurance Policies. You are authorized to execute on behalf of the parties form assignments of interest in any insurance policies (other than title insurance) called for by the Agreement, and forward them upon close of escrow to the agent with the request, first, that insurer consent to the transfer or attach a loss payable clause or make any other additions or corrections that may be specifically required by the Agreement, and second, that the agent thereafter forward the policies to the parties entitled to them. In all acts in this escrow relating to fire insurance, including adjustments, if any, you shall be fully protected in assuming that each policy is in force and that the necessary premium has been paid.

8. Transfer Taxes. Unless you are otherwise specifically requested by written instructions to do so, no examination or insurance as to the applicability, or amount of payment of any transfer tax imposed by any local, city or county ordinance or otherwise, is required through this escrow, as it will be taken care of by the parties outside of escrow and you are not to be concerned with the payment of any such tax.

9. Time of Essence. Time is of the essence in regard to these instructions. If this escrow is not in condition to close by _____, 19_____, any party who then shall have fully complied with his instructions may, in writing, demand the return of his money and/or property; but if none have complied, no demand for return shall be recognized until five days after the escrow holder shall have mailed copies of the demand to all other parties at their addresses shown in the escrow instructions. If no demand is made, close this escrow as soon as possible.

10. Amendments. Any amendment of or supplements to any instructions must be in writing.

11. Tax Statements. Tax statements are to be mailed to Purchaser at address shown.

Accepted:

Escrow Holder

Purchaser

Seller

WARRANTY DEED

THIS _____ [warranty or special warranty] deed, made
_____, 19 _____, by _____,
of _____, City of _____,
County of _____, State of _____, Grantor, to
_____, of _____,
_____, City of _____, County of _____,
State of _____, Grantee, witnesseth:

That Grantor, in consideration of _____
Dollars (\$_____) to him paid, the receipt of which is hereby acknowledged, does grant,
bargain, sell, and convey unto grantee, and his heirs and assigns, all that real property situated in
the County of _____, State of _____, and described as
follows:

Legal Description of Property

To have and to hold the above-described property, together with the tenements,
hereditaments, and appurtenances thereunto belonging unto Grantee, his heirs, and assigns
forever.

And Grantor, for himself and his heirs, hereby covenants with Grantee, his heirs, and
assigns, that Grantor is lawfully seised in fee simple of the above-described premises; that he has a
good right to convey; that the premises are free from all encumbrances; that Grantor and his heirs,
and all persons acquiring any interest in the property granted, through or for Grantor, will, on
demand of Grantee, or his heirs or assigns, and at the expense of Grantee, his heirs or assigns,
execute any instrument necessary for the further assurance of the title to the premises that may be
reasonably required; and that grantor and his heirs will forever warrant and defend all of the
property so granted to Grantee, his heirs, and assigns, against every person lawfully claiming the
same or any part thereof _____ [if special rather than general warranty, add: by,
through, or under grantor].

WITNESS MY HAND _____ [if required, add: and seal]
on the date first above written.

[Signature]

[Seal, if required]

[Attestation, if required]

[Acknowledgment]

This instrument was prepared by _____

Warranty deed - By Individual to Joint Tenants

WARRANTY DEED

WARRANTY DEED made _____, 19_____, by _____
_____, of the County of _____, State of
_____, as Grantor.

In consideration of the payment of _____
Dollars (\$_____), the receipt of which is acknowledged, Grantor hereby grants, bargains,
sells, and conveys, to _____ and
_____, as joint tenants, and not as tenants in
common, with full right of survivorship, the whole estate to vest in the survivor in the event of the
death of either, the real property situated in the County of _____, State of
_____, described as follows: _____

together with all improvements thereon and the appurtenances thereto belonging, and warrants
the title to the same.

To have and to hold the above-described premises to _____
_____ and _____, as joint
tenants, and to the heirs and assigns of the survivor, forever, free, clear, and discharged of and
from all former grants, charges, taxes, judgments, and other liens and encumbrances of any nature.

IN WITNESS WHEREOF, _____,
Grantor, has duly executed this warranty deed the day and year first above written.

[Signature]

[Acknowledgment]

QUITCLAIM DEED

THIS QUITCLAIM DEED, made _____, 19_____, by _____
_____, [transferor], of _____
_____, City of _____, County of _____, State of _____
_____, to _____ [transferee],
of _____, City of _____,
County of _____, State of _____, witnesseth:

That _____ [transferor], in consideration
of _____ Dollars (\$_____) to him paid, the
receipt of which is hereby acknowledged, does by these presents remise, release, and forever
quitclaim unto _____ [transferee] all of the
interest of _____ [transferor], if any, in and
to that certain real property located in the County of _____, and State of _____,
and more particularly described as follows:

Legal Description of Property

To have and to hold, all and singular the premises, together with the tenements,
hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the
rents, issues, and profits thereof unto _____
[transferee], his heirs and assigns forever.

IN WITNESS WHEREOF, _____
[transferor] has hereunto set his hand _____ [where
required, add: and seal] on the date first above written.

[Signature]
[Seal, if required]

[Attestation, if required]

[Acknowledgment]

This instrument was prepared by _____.

Grant Deed - General Form

GRANT DEED

DEED made on _____, 19_____, by _____
_____, of _____, Grantor,
to _____, of _____
_____, Grantee.

Grantor, in consideration of _____ Dollars
(\$_____) paid by Grantee, does hereby grant to Grantee, his heirs and assigns, all that
land lying in _____ [city or town, if appropriate], County of
_____, State of _____, and bounded and described as
follows:

Legal Description of Property

together with the tenements, hereditaments, and appurtenances thereto belonging, and the
reversions, remainders, rents, issues, and profits, if any, thereof.

Executed at _____ on the date first
above written.

[Signature]

[Acknowledgment]

Send subsequent tax statements to: _____ [Grantee]
_____ [Address]
_____ [City, State]

Grant Deed Creating Joint Tenancy - With Covenants

GRANT DEED

DEED made on _____, 19____, by _____
Grantor, to _____, of _____,
of _____, and _____,
of _____, Grantees.

Grantor, in consideration of _____ Dollars
(\$_____) paid by Grantees, hereby grants to Grantees as joint tenants that real property
located in the County of _____, State of _____, and more
particularly described as follows:

Legal Description of Property

together with all the estate and rights of Grantor in such property.

And Grantor named herein does covenant with the Grantees named herein, and with their
assigns and with the heirs and assigns of the survivor of them, that Grantor is lawfully seized of the
premises; that the premises are free from encumbrances except as stated herein, and that Grantor
has good, right, and lawful authority to sell the same.

Executed at _____ on the date first above
written.

[Signature]

[Acknowledgment]

Send subsequent tax statements to : _____ [Grantees]
_____ [Address]
_____ [City, State]

Grant Deed Creating Tenancy in Common - Equal Shares

GRANT DEED

DEED made on _____, 19_____, by _____
_____, of _____, Grantor,
to _____, of _____
_____, and _____, of _____
_____, Grantees.

Grantor, in consideration of _____ Dollars
(\$_____) paid by Grantees, hereby grants to Grantees as tenants in common, in equal
shares, that real property located in the County of _____, State of
_____, and more particularly described as follows: _____

_____.

together with all the estate and rights of Grantor in such property.

Executed at _____ on the date first above written.

[Signature]

[Acknowledgment]

Send subsequent tax statements to: _____ [Grantees]

_____ [Address]

_____ [City, State]

Corporation Grant Deed

GRANT DEED

For a valuable consideration, receipt of which is hereby acknowledged, _____, a corporation organized under the laws of the State of _____, hereby grants to _____, Grantee, of _____, State of _____, County of _____, the following-described real property located in the County of _____, State of _____.

Legal Description of Property

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be affixed hereto and this instrument to be executed by _____ [officer], and _____ [officer], both being thereunto duly authorized.

Dated: _____, 19_____.

Name of Corporation

By _____

[Corporate seal]

[Acknowledgment]

[Annexed certificate]

Send subsequent tax statements to: _____ [Grantee]

_____ [Address]

_____ [City, State]

Notice to Cotenant of Expenditure for Benefit of Common Property- Demand for Contribution

NOTICE TO COTENANT

To: _____

YOU ARE HEREBY NOTIFIED THAT _____
has expended _____ Dollars (\$ _____)
for _____
Describe the Item of Expense
for the benefit of property held by you and _____
as tenants in common.

Demand is hereby made on you for payment to _____
_____ of your pro rata share of the above-described expenditures to benefit the
property, which share amounts to _____ Dollars
(\$ _____).

Dated: _____, 19____. _____
[Signature]

PRELIEN NOTICE TO OWNER

To: _____

Pursuant to state statute _____, notice is given that the undersigned, _____, of _____, intends to claim a mechanic's lien for _____ Dollars (\$ _____) on real property owned by you and located at _____, which property is more particularly described as follows: _____
_____.

Such lien is claimed to secure payment of amounts due for labor performed and materials furnished by the undersigned within the last _____ days pursuant to _____ [an oral agreement or a written contract dated _____, 19_____] with you. After deducting _____ Dollars (\$ _____) for all just credits and offsets [or There being no credits or offsets], there is still unpaid and owing to the undersigned _____ Dollars (\$ _____).

Dated: _____, 19 _____.

Signature of Lien Claimant

[Acknowledgment]

CLAIM OR NOTICE OF LIEN BY CONTRACTOR

Notice is given by contractor, herein referred to as lienholder, as follows:

1. Lienholder is duly licensed under the laws of the State of _____ as a general contractor.

2. On _____, 19_____, lienholder entered into a contract with _____ under the terms of which lienholder agreed to furnish all labor and materials for and generally supervise construction of a house on the property described below. A copy of such contract is attached hereto and made a part hereof.

3. The property on which the house was constructed is described as follows:

The legal owner of such property is _____.

4. Performance of labor and delivery of materials under the contract commenced on _____, 19 _____. All work under the contract was completed on _____, 19 _____, and _____ days have not elapsed since such completion. In the course of performing the contract, lienholder furnished labor and materials as follows:

Date	Description	Price or Value
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
	Total	\$ _____

All materials listed above were delivered to the building site and were used in performance of the contract.

5. The agreed price and the reasonable value of services rendered by lienholder is _____ Dollars (\$_____). Full payment was due on _____, 19 _____, but has not been received by lienholder despite repeated demand therefor. After deduction of _____ Dollars (\$_____) for all just credits and offsets the sum of _____ Dollars (\$_____) remains owing to lienholder.

6. Pursuant to state statute _____, lienholder claims a lien against the above-described property for _____ Dollars (\$_____) .

Dated: _____, 19_____.

Signature of Lienholder

[Acknowledgment]

RELEASE OF LIEN

_____, lienholder, of _____
_____, contracted with _____,
on _____, 19_____, to furnish labor and materials for the construction of a house
on property owned by _____, of
_____, which property is described as follows:

_____.

On _____, 19_____, lienholder filed for record a notice of lien against the
above-described property in the Office of the Registrar of _____ County, State
of _____, which notice of lien was duly recorded in Volume _____, Page
_____, of the Lien Records of such County.

In consideration of _____ Dollars (\$_____),
receipt of which is acknowledged, lienholder releases the above-described property and owner
personally from all liability arising from the labor performed and materials furnished by lienholder
under the terms of the above-mentioned contract, and authorizes and directs that the above-
mentioned lien be discharged of record.

Dated: _____, 19_____.

Signature of Lienholder

[Acknowledgment]

Leases and Tenancies 2

Introduction to Forms:

- Lease Agreements - In General
- Rental Agreement
- Residential Lease Agreement
- Residential Lease with Option to Purchase
- Commercial Leases
- Notice to Pay Rent or Quit

Forms:

- Rental Application
- Rental Agreement - Month-to-Month Tenancy
- Lease of House - Unfurnished
- Lease with Option to Purchase Agreement
- Notice to Lessor - Exercise of Option to Purchase
- Lease of Apartment - Furnished
- Tenant Moveout/Closing Statement
- Rules and Regulations of Apartments
- Commercial Lease
- Notice of Change in Terms of Tenancy
- Notice to Lessee - Change in Rent
- Notice to Lessee - Change in Rental Due Date
- Notice to Lessee - Change in Address Where Rent To Be Paid
- Notice of Termination - Tenancy at Will- By Lessor
- Notice of Termination - Tenancy at Will- By Lessee
- 30-Day Notice to Terminate Tenancy
- 3-Day Notice to Pay Rent or Quit
- Guaranty of Payment of Rent

Lease Agreements - In General

A lease is an instrument whereby the owner of real property, or one otherwise entitled to its possession, sometimes called the landlord, or the lessor, grants the rights of possession and occupancy to another, sometimes called the tenant, or the lessee, for a specified term in consideration for the payment of rent. Leases are used to grant possessory rights to a great variety of property, ranging from single family dwellings and residential apartments to leases of office buildings and other commercial buildings.

A lease, conveys an interest in real property, and generally if it is for more than one year, it must be in writing. Drafting of a lease does not require any particular legal phrases or terminology. Essentially there must be at least two parties to a lease: Lessor and Lessee. Both must be identified in the lease. The lease instrument must also show an intent to create a contractual relationship between the lessor and lessee, giving the lessee the right to the use and possession of the subject property during the term of the tenancy. The lease agreement must show that the interest reverts back to the lessor at the end of the lease. The lease must also contain a description of the leased premises, rental value, payment terms and the duration of the lease.

Rental Agreement

A lease generally specifies a term of tenancy during which the lessor and lessee agree to be bound. Very often, parties agree upon a month-to-month tenancy contract. Either party reserves the right to terminate the tenancy upon a 30-day (or longer) notice to the other. Included here is a rental agreement form for the purpose.

Residential Lease Agreement

No particular legal phraseology is required in drafting a lease. However, the lease instrument must show an intent to create a contractual relationship between landlord and tenant and reflect a reversionary interest in the lessor. There must be at least two parties, the lessor and the lessee, and they must be specified in the lease. Also essential is a provision for transfer of use and possession of the subject property. A lease must also contain a description of the leased premises, and the relevant terms agreed to by the parties, one of which should be a statement as to duration of the tenancy.

Residential Lease with Option to Purchase

Leases that grant options to purchase to the lessees are not uncommon. The option to purchase must be supported by adequate consideration, and the consideration should be distinct from the consideration for the lease as a whole. Upon exercise of the option by the lessee, the option becomes a contract of sale of the leasehold property from the lessor to the lessee. Often the lessor allows a certain portion of the periodic rent payments to be applied to the purchase price in the event the option is exercised. Such provisions should be stated clearly and unambiguously.

Commercial Leases

Commercial leases differ from residential leases in that they often impose a greater duty on the lessee with regards to the payment of real estate taxes, insurance on the building or maintenance of the leased premises.

A tenant is generally not obligated to pay the real estate taxes on the leased property, nor insure it for the benefit of the lessor, nor maintain it except for the lessee's general duty to use ordinary care for the preservation of the premises in safe and good condition, obligations which are often statutorily imposed. Leases which impose such additional duties on the lessee are called, "triple net", or "net, net, net" leases. The reference means, net of taxes, net of insurance, and net of maintenance. Variations are many, and a lessee may assume only one or two of these obligations or split the responsibility in some fashion with the lessor. For example, the lessee may agree to pay for maintenance of the property, excluding maintenance on certain portions of the property, such as the roof, or the plumbing system. Included here is a general form of commercial lease agreement.

Notice to Pay Rent or Quit

A notice to pay rent is generally strictly controlled by statute as to form and content. The language of the notice must be so certain and unambiguous as to preclude any possibility of misinterpretation by the recipient. Statutes in most states require that the demand be made in the alternative, requiring the payment of rent or the quitting of the premises. The content of the notice must include the specific requirement of quitting, and the date the act is to take place. You must check local practices and forms before proceeding.

RENTAL APPLICATION

Name of Applicant _____ Telephone _____

Present Address _____

City, State, ZIP _____

Social Security No. _____ Driver's License No. _____

Spouse's Social Security No. _____ Spouse's Driver's License No. _____

Birth Date _____ Spouse's Birth Date _____

How many in your family? Adults _____ Children _____ Any Pets _____

How long have you lived at the present address? _____

Name of Landlord _____

Telephone _____

Employer _____

How long? _____ Telephone _____

Salary _____

Spouse's Employer _____

How long? _____ Telephone _____

Salary _____

Name of Bank _____

Checking Savings Account No. _____

Automobile: Make, Model Year _____ License No. _____

Additional Personal References

Name	Relationship	Telephone
_____	_____	_____
_____	_____	_____

I represent that the information provided in this application is true to the best of my knowledge. You are hereby authorized to verify my credit and employment references in connection with the processing of this application. I acknowledge receipt of a copy of this application.

Dated: _____, 19_____
_____ Applicant

RENTAL AGREEMENT

Month-to-Month Tenancy

THIS AGREEMENT, entered into this _____ day of _____, 19_____,
by and between _____ and
_____, hereinafter called respectively Lessor and
Lessee.

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of Lessee, said Lessor does hereby demise and let unto Lessee, and Lessee hires from Lessor for use as a residence those premises described as _____ located at _____, _____ for a tenancy from month-to-month commencing on the _____ day of _____, 19_____, and at a monthly rental of _____ Dollars (\$_____) per month, payable monthly in advance on the _____ day of each and every month, on the following TERMS AND CONDITIONS:

1. **Occupants.** The said premises shall be occupied by no more than _____ adults and _____ children.
2. **Pets.** No pets shall be brought on the premises without the prior written consent of Lessor.
3. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.
4. **Repairs or Alterations.** Lessee shall be responsible for damages caused by his negligence and that of his family or invitees and guests. Lessee shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of Lessor. All alterations, additions, or improvements made to the premises with the consent of Lessor shall become the property of Lessor and shall remain upon and be surrendered with the premises.
5. **Upkeep of Premises.** Lessee shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to Lessor in as good condition as when received, ordinary wear and damage by the elements excepted.
6. **Grounds Maintenance.** Lessee shall irrigate and maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish or weeds if such grounds are a part of the premises and are exclusively for the use of Lessee. Lessee shall not commit any waste upon said premises, or any nuisance or act which may disturb the quiet enjoyment of any neighbors.

7. Assignment and Subletting. Lessee shall not assign this Agreement or sublet any portion of the premises without prior written consent of Lessor.

8. Utilities. Lessee shall be responsible for the payment of all utilities and services, except _____, which shall be paid by Lessor.

9. Default. If Lessee shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, Lessor, at his option, may terminate all rights of Lessee hereunder, unless Lessee, within said time, shall cure such default. If Lessee abandons or vacates the property, while in default of the payment of rent, Lessor may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law.

10. Security. The security deposit set forth, if any, shall secure the performance of Lessee's obligations hereunder. Lessor may, but shall not be obligated to, apply all or portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned to Lessee. Lessee shall not have the right to apply the security deposit in payment of the last month's rent.

11. Right of Entry. Lessor reserves the right to enter the demised premises at all reasonable hours for the purpose of inspection, and whenever necessary to make repairs and alterations to the demised premises. Lessee hereby grants permission to Lessor to show the demised premises to prospective purchasers, mortgagees, tenants, workmen, or contractors at reasonable hours of the day.

12. Deposit Refunds. The balance of all deposits shall be refunded within two (2) weeks from date possession is delivered to Lessor, together with a statement showing any charges made against such deposits by Lessor.

13. Termination. This Agreement and the tenancy hereby granted may be terminated at any time by either party hereto by giving to the other party not less than thirty (30) days prior notice in writing.

14. Attorney's Fees. The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provisions hereof, shall be awarded all of the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees.

15. Additional Terms and Conditions. _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement in duplicate the day and year first above written.

Lessor

Lessee

LEASE OF HOUSE - UNFURNISHED

BY THIS AGREEMENT made and entered into on _____, 19_____,
between _____, herein referred to as
Lessor, and _____, herein referred to as
Lessee, Lessor leases to Lessee the premises situated at _____
_____, in the City of _____, County of
_____, State of _____, and more particularly described as
follows: _____,
together with all appurtenances, for a term of _____ years, to commence on
_____, 19_____, and to end on _____, 19_____, at
_____ o'clock ____m.

1. Rent. Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of _____ Dollars (\$_____) per month in advance on the _____ day of each calendar month beginning _____, 19_____, at _____, City of _____, State of _____, or at such other place as Lessor may designate.

2. Security Deposit. On execution of this lease, Lessee deposits with Lessor _____ Dollars (\$_____), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, on the full and faithful performance by him of the provisions hereof.

3. Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

4. Use of Premises. The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

5. Number of Occupants. Lessee agrees that the demised premises shall be occupied by no more than _____ persons, consisting of _____ adults and _____ children under the age of _____ years, without the written consent of Lessor.

6. Condition of Premises. Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.

7. Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

8. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures

removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

9. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

10. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

11. Utilities. Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that _____ shall be provided by Lessor.

12. Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bells in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns.

Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

13. Animals. Lessee shall keep no domestic or other animals on or about the leased premises without the written consent of Lessor.

14. Right of Inspection. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

15. Display of Signs. During the last _____ days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

16. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

17. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on _____ days' written notice served by either Lessor or Lessee on the other party.

18. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

19. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within _____ days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

20. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

21. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

IN WITNESS WHEREOF, the parties have executed this lease at _____
the day and year first above written.

Lessor

Lessee

LEASE WITH OPTION TO PURCHASE AGREEMENT

OPTION AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 19____ by and between _____, of _____, hereinafter referred to as Lessor, and _____, of _____, hereinafter referred to as Lessee.

1. Lease. Lessee hereby offers to lease from the Lessor the premises situated in the City of _____, County of _____, State of _____, described as _____.

To effectuate the lease, the parties to this Agreement have executed a Lease Agreement on _____, which is attached hereto and made a part hereof. The Lease Agreement sets forth the terms and conditions of the lease.

2. Option. So long as Lessee is not in substantial default in the performance of any term of this Lease Agreement, Lessee shall have the option to purchase the real property described herein for a purchase price of _____ Dollars (\$_____), upon the following TERMS and CONDITIONS:

3. Disclaimer. The parties acknowledge that speculation of availability of financing, purchase costs, and lender's prepayment penalties is impossible. Therefore, the parties agree that these items shall not be conditions of performance of this Agreement and the parties agree they have not relied upon any other representations or warranties by brokers, sellers, or other parties.

4. Fixtures. All improvements, fixtures, attached floor coverings, draperies including hardware, shades, blinds, window and door screens, storm sash, combination doors, awnings, outdoor plants potted or otherwise, trees, and items permanently attached to the real property shall be included, free of liens, unless specifically excluded.

5. Encumbrances. In addition to any encumbrances referred to above, Lessee shall take title to the property subject to: (1) real estate taxes not yet due and (2) covenants, conditions, restrictions, reservations, rights, rights of way and easements of record, if any, which do not materially affect the value or intended use of the property.

6. Conveyance of Title. Lessor shall convey the demised premises by warranty deed, free and clear of all liens and encumbrances, except those that Lessee may have created or suffered, and excepting any taxes, assessments, rates, duties, imposts, or charges that may have become a lien against the premises since the date of this lease. The deed shall be accompanied by an abstract of title, showing a good and unencumbered title, passing under and by the resulting conveyance. On the delivery of the above-described deed and abstract of title the Lease Agreement shall become void.

7. Escrow. Within _____ days from exercise of the option, both parties shall deposit with an authorized escrow holder, to be selected by Lessee, all funds and instruments necessary to complete the sale in accordance with the terms and conditions hereof. The representations and warranties herein shall not be terminated by conveyance of the property.

8. Prorations. Rents, taxes, premiums on insurance acceptable to Lessee, interest and other expenses of the property shall be prorated as of recordation of deed. Security deposits, advance rentals or considerations involving future lease credits shall be credited to Lessee.

9. Expiration of Option. This option may be exercised at any time after _____, 19_____, and shall expire at midnight _____, 19_____, unless exercised prior thereto. Upon expiration Lessor shall be released from all obligations hereunder and all of Lessee's rights hereunder, legal or equitable, shall cease.

10. Exercise of Option. The option shall be exercised by mailing or delivering written notice to Lessor prior to the expiration of this option and by an additional payment, on account of the purchase price, in the amount of _____ Dollars (\$_____) for account of Lessor to the authorized escrow holder referred to above, prior to the expiration of this option.

Notice, if mailed, shall be certified mail, postage prepaid, to Lessor at the address set forth below, and shall be deemed to have been given upon the day following the day shown on the postmark of the envelope in which such notice is mailed.

11. Rental Credit. In the event the option is exercised, the consideration paid for the option and _____ per cent from the rent paid hereunder prior to the exercise of the option shall be credited upon the purchase price.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Lessor

Lessee

NOTICE TO LESSOR - EXERCISE OF OPTION TO PURCHASE

NOTICE

To: _____
Lessor

Address

City *State*

NOTICE IS GIVEN pursuant to the provision of our Lease with Option to Purchase Agreement dated _____, 19____ for the premises at _____, that I intend to and hereby do exercise the option to purchase the premises. The purchase price specified in the Option Agreement is _____ Dollars (\$_____), to be paid as follows: _____.

As required by the Agreement, I am enclosing herewith _____ Dollars (\$_____) as downpayment.

Dated: _____, 19____. _____
Lessee

LEASE OF APARTMENT - FURNISHED

This Agreement is made between _____,
of _____, as Lessor, and _____,
of _____,
as Lessee.

1. Description of Apartment. Lessor leases to Lessee, and Lessee leases from Lessor, Apartment No. _____, on the _____ floor of the _____ Apartment Building located at _____, and the furnishings therein. The apartment consists of _____ rooms, including _____ bedrooms, _____ baths, and _____ [describe other rooms].

2. Occupancy. The apartment is leased for occupancy as a private dwelling to Lessee and his family consisting of _____ adults and _____ minor children, and is not to be used for any other purpose or occupied by any other person, other than transient relatives and friends who are guests of Lessee, without first obtaining Lessor's written consent to such use.

3. Term. The apartment is leased for a term of _____ beginning _____, 19_____, and ending _____, 19_____.

4. Rent. The total rent is the sum of _____ Dollars (\$_____), payable on the _____ day of each month of the term, in equal instalments of _____ Dollars (\$_____), first and last instalments to be paid on execution of this lease, second instalment to be paid on _____, 19_____. The advance rental, represented by the last instalment, shall be held in a separate account for the benefit of Lessee by Lessor, and may be used by Lessor only as provided by law.

5. Cleaning Fee. Lessee agrees to pay Lessor a cleaning fee of _____ Dollars (\$_____), payable on execution of this lease.

6. Furnishings. The apartment is leased as a furnished apartment containing the items of household furniture, kitchen utensils, and other household items listed in the separate schedule attached hereto and made a part hereof. No furnishings of other household items are furnished or leased with the apartment other than those listed in the schedule. Lessee agrees to return all items listed on the schedule to Lessor at the end of the term of this lease in as good condition as when received, reasonable wear and tear excepted. Lessee by the execution of this lease accepts all items listed on the schedule as being in good, serviceable condition. Lessee will be responsible for all breakage or other damage, including cigarette burns, to items listed. Chipped, cracked or burned dishes will be counted as breakage.

7. Showing Apartment for Re-rental. Lessee hereby grants permission to Lessor to show the apartment to new rental applicants at reasonable hours of the day, within _____ days of the expiration of the term of this lease.

8. Entry For Inspection, Repairs, and Alteration. Lessor shall have the right to enter the leased premises at all reasonable hours for inspection, and whenever necessary to make repairs and alterations of the apartment or the apartment building, or to clean the apartment.

9. Utilities. Electricity, gas, telephone service, and other utilities _____ [except _____] are not furnished as a part of this lease. Such utilities are the responsibility of and shall be obtained at the expense of Lessee.

10. Laundry. Expense of laundering sheets, blankets, and other bedding, curtains, draperies, and other items furnished shall be borne by Lessee.

11. Pets. Lessee agrees that he will not keep or permit to be kept in the apartment or on the apartment house premises any dog, cat, bird, or other animal.

12. Waste, Nuisance, or Unlawful Use. Lessee agrees that he will not commit waste on the premises, or maintain or permit to be maintained a nuisance thereon, or use or permit the premises to be used in an unlawful manner.

13. Lessor's Right to Terminate for Breach of Lease. Lessor may, at his option, terminate this lease, on Lessee's breach of any term, condition, or covenant hereof, on giving _____ days' written notice of such termination to Lessee, except that in the case of a default in the payment of rent, or breach of a condition or covenant that may still be performed, Lessee shall have the right to pay the rent in default or perform the condition or covenant within such _____ period.

14. Waivers. Waiver by Lessor of any breach of any covenant or duty of Lessee under this lease is not a waiver of a breach of any other covenant or duty of Lessee, or of any subsequent breach of the same covenant or duty.

15. Assignment or Sublease. Lessee shall not assign this lease, or sublet the apartment hereby leased or any part of his interest thereof, without prior written consent of Lessor. Lessor reserves the right to assign his interest in this lease, and any sums received hereunder, on sale or re-lease of the apartment building.

16. Attorneys' Fees. If a party to this lease should prevail in any legal action brought to enforce it or for its breach, the parties agree that such prevailing party may recover as part of the judgment reasonable attorneys' fees.

17. Lessor's Nonliability for Loss or Injury. The parties agree that Lessor shall not be responsible for loss or injury received on the leased premises, and Lessee agrees to indemnify Lessor against liability as to any loss or injury suffered thereon. The parties further agree that Lessor shall not be responsible or liable for loss of or damage to any personal property belonging to Lessee.

18. Lessee's Holding Over. The parties agree that any holding over by Lessee under this lease, without Lessor's written consent, shall be a tenancy at will, which may be terminated by either party on _____ days' notice in writing.

19. Storage. _____ [No right of storage is given by this lease] or Lessee is hereby given permission to store articles in _____ (*describe storage location*) during the term of this lease. Lessor shall not be liable for loss of or damage to the goods so stored in the absence of negligence on the part of Lessor, his agents, servants, or employees. Lessee shall not remove items stored until all amounts due under this lease have been paid.

20. Parking Space. Lessee is hereby granted a license to use parking space No. _____ in the apartment building for the purpose of parking one motor vehicle during the term of this lease.

21. Redecoration or Alterations. Lessee shall not make alterations to the leased apartment or redecorate it in any way that would constitute an alteration, or repaint the walls or woodwork, without first obtaining Lessor's written consent.

22. Law Governing Disputes. The parties agree that the law of the State of _____ will govern all disputes under this lease and determine all rights hereunder.

23. Lease Applicable to Successors and Assigns. This lease shall inure to and be binding on the heirs, successors, executors, administrators, and assignees of the parties.

24. Management and Ownership. The name and usual address of the person who is

authorized to manage the premises is _____.
The name and usual address of the person who is authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for all notices and demands is _____.

25. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

IN WITNESS WHEREOF, the parties have executed this lease at _____
_____ the day and the year first above written.

Lessee

Lessor

[Attach Schedule of Furnishings]

[If desired, attach Apartment Rules and Regulations]

TENANT MOVEOUT/CLOSING STATEMENT

Name(s) _____ Apt No. _____

Address _____

City _____ State _____ Zip _____

Forwarding Address _____

Credits	Amount
Security Deposit	\$ _____
Cleaning Deposit	\$ _____
Rent Credit _____ days @ \$ _____	\$ _____
Other _____	\$ _____
Total Credits	\$ _____

Charges	Amount
Cleaning _____	\$ _____

Rent Due _____ days @ \$ _____	\$ _____
Damage _____	\$ _____

Uncollected Late Charges	\$ _____
Uncollected Interest	\$ _____
Total Charges	\$ _____

Balance Due Tenant \$ _____

Balance Due Management/Owner \$ _____

Check No. _____ Enclosed \$ _____

Submitted By: _____ Date _____

RULES AND REGULATIONS OF APARTMENTS

- 1. The sidewalks, courts, entry passages, halls, and stairways shall not be obstructed by lessees, or used by them for any purpose other than that of ingress and egress.**
- 2. The front porches are not common property for all lessees and each lessee's use of the porches must be limited to that portion directly in front of his apartment.**
- 3. Where an apartment has a rear entrance, service must be made through the rear only.**
- 4. When practical, lessees will be required to have their household goods brought into and taken out of the building through the rear entrance.**
- 5. Employees of lessees, except nurses accompanying lessees' children, will be permitted to have ingress and egress only by entrances appropriately indicated or marked by lessor.**
- 6. Lessees and their employees shall maintain order in the building and shall not make or permit any improper noises in the building or interfere in any way with other tenants or those having business with them.**
- 7. The use of all pianos, radios, television sets, phonographs, and other musical devices must discontinue at _____ o'clock p.m. No musical instruments shall be played for practice at any time and the giving of music lessons, vocal or instrumental, in the building is prohibited.**
- 8. Lessor acknowledges each lessee's right to have parties, or a large number of guests, provided that good order prevails and boisterous conduct is avoided. Continued violations of this regulation will, at the option of lessor, void the particular lease involved.**
- 9. No play wagons, bicycles, motorcycles, motorbikes, or other vehicles shall be allowed in the corridors, halls, elevators, or elsewhere in the building, and lessor reserves the right to remove any and all objectionable items and nuisances. Lessor's failure to remove such items promptly does not constitute a waiver in this regard.**
- 10. Dogs, cats, and other pet animals or birds are strictly prohibited in the building.**
- 11. The floors, skylights, and windows that reflect or admit light into any place in the building shall not be covered or obstructed by any lessee. The bathroom facilities and other water apparatus shall not be used for any other purposes than those for which they were constructed, and no sweepings, rubbish, rags, ashes, or other substances shall be thrown therein. Any damage resulting to them, to the heating apparatus, or to any other equipment from misuse shall be paid for by the lessee who caused it.**
- 12. Nothing shall be thrown out of the windows or doors, or down the passage of skylights of the building, by any lessee or by the employees of any lessee.**
- 13. All lessees and occupants must observe strict care not to leave their windows open when it rains or snows, and for any default shall make good any injury sustained by other tenants, or by lessor, through damage to paint, plastering, or other parts of the building.**
- 14. No lessee shall do or permit anything to be done in the premises, or bring or keep anything therein, that shall in any way increase the rate of fire insurance on the leased premises, or bring or keep anything therein that will interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with any applicable fire or safety rules or regulations, or the provisions of any insurance policy providing insurance on the building or any part thereof.**
- 15. All nonemergency reports of repairs needed and of irregularities to which lessor's**

attention should be directed must be made in writing to lessor's office.

16. No painting or wall papering shall be done, or alterations made to any part of the building by putting up or changing any partition, door, or window, and no nailing, boring, or screwing into the woodwork or walls shall be done, without the consent of lessor.

17. All glass, locks, and trimmings in or on the doors and windows, belonging to the building, shall be kept whole, and whenever any part thereof shall be broken, the same immediately shall be replaced or repaired and put in order under the direction and to the satisfaction of lessor, and shall be left whole and in good repair, in the same number and kind, and with the same kind of keys as received by the lessee on entering into possession of any part of the building or during his tenancy.

18. If a lessee desires awnings outside or shades inside the windows, other than those provided by lessor, such awnings or shades must be of such shape, color, material, and make as may be prescribed by lessor, and must be constructed or attached at lessee's expense.

19. Any lessee installing or causing to be installed an additional lock in the entrance door of his apartment shall, within _____ days after such installation, deliver a duplicate key to such lock to lessor at his office. All locks so installed are to remain after the termination of the lessee's tenancy for the benefit of lessor.

20. Lessee must, at the termination of his lease, return all keys to doors, closets, and storerooms.

21. As many keys for outside doors or mailboxes will be furnished as any lessee desires. A deposit of \$ _____ per key is required, but the deposit will be refunded when the keys are returned to lessor.

22. All garbage must be placed in a sanitary can at the rear hall door, between the hours of _____ and _____ o'clock a.m. daily; cans will be provided by lessor and garbage so deposited will be removed by the janitor.

23. No janitorial service other than for the removal of garbage is to be provided under this lease.

24. Special stipulations: _____

Dated: _____

Lessee

COMMERCIAL LEASE

This lease is made between _____
of _____, herein called Lessor, and _____
_____, of _____
_____, herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the City of _____, County of _____, State of _____, described as _____, upon the following TERMS and CONDITIONS:

1. Term and Rent. Lessor demises the above premises for a term of _____ years, commencing _____, 19_____, and terminating on _____, 19_____, or sooner as provided herein at the annual rental of _____ Dollars (\$ _____), payable in equal installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address specified above.

2. Use. Lessee shall use and occupy the premises for _____. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.

3. Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and: _____,

_____ which shall be maintained by Lessor. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.

4. Alterations. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.

5. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

6. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

7. Utilities. All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.

8. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

9. Possession. If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within _____ days of the commencement of the term hereof.

10. Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

11. Insurance. Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows: _____

_____.

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage.

To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

12. Trade Fixtures. All improvements made by Lessee to the premises which are so attached to the premises that they cannot be removed without material injury to the premises, shall become the property of Lessor upon installation. Not later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, including trade fixtures, cabinetwork, movable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the premises in as good condition as they were at the beginning of the term, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Lessee or Lessee's agents, employees, visitors, or licensees, excepted. All property of Lessee remaining on the premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for the cost of such removal.

13. Abandonment. Lessee shall not, without first obtaining the written consent of Lessor, abandon the premises, or allow the premises to become vacant or deserted.

14. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

15. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid,

and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party.

In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

16. Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within _____ days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such _____ days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than _____ days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects.

17. Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of _____ Dollars (\$ _____) as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

18. Tax Increase. In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to _____% of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

19. Common Area Expenses. In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area.

20. Attorney's Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

21. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

22. Notices. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.

23. Holding Over. Any holding over after the expiration of this lease, with the consent of Lessor, shall be construed as a month-to-month tenancy at a rental of \$ _____ per month, otherwise in accordance with the terms hereof, as applicable.

24. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

25. Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of _____ months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$_____.

The option shall be exercised by written notice given to Lessor not less than _____ days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

26. Lessee's Estoppel. Lessee shall, from time to time, on not less than _____ days' prior written request by Lessor, execute, acknowledge, and deliver to Lessor a written statement certifying that the lease is unmodified and in full force and effect, or that the lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and whether or not to the best of Lessee's knowledge Lessor is in default hereunder and, if so, specifying the nature of the default. It is intended that any such statement delivered pursuant to this section may be relied upon by a prospective purchaser of Lessor's interest or mortgagee of Lessor's interest or assignee of any mortgage upon Lessor's interest in the building.

27. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof: _____

_____.

Dated: _____

Dated: _____

Lessor

Lessee

Address

Address

Phone

Phone

NOTICE OF CHANGE IN TERMS OF TENANCY

To _____, Tenant and all others in possession of the premises situated in the City of _____, County of _____, State of _____, designated by the number and street as _____, Apt. _____.

NOTICE IS HEREBY GIVEN, that 30 days after service of this notice upon you, or _____, 19____, whichever is later, the terms of your rental agreement by which you hold possession of the above-described premises will be changed as follows:

(1) RENT shall be \$_____ per month, payable in advance upon the _____ day of each calendar month, instead of the current monthly rent of \$_____.

(2) OTHER CHANGES:

Except as herein provided, all other terms of said rental agreement shall remain in full force and effect.

Dated this _____ day of _____, 19_____.

Agent/Owner

NOTICE TO LESSEE - CHANGE IN RENT

Lessee: _____

YOU ARE HEREBY NOTIFIED that on _____, 19_____, the provisions of the lease of the demised premises at _____
_____ City of _____, County of _____, State of _____, will be changed as provided herein.

The monthly rent for the demised premises shall be _____
_____ Dollars (\$_____) per month, payable in advance on the _____ day of each month you continue to hold possession after the effective date of this change, instead of _____ Dollars (\$_____) per month, as specified in the present lease provision.

The above-described change shall entitle you to extend the term of this lease for an additional period of _____ years as provided in the present lease.

Should any rent be owing by you to the undersigned on the effective date of the change provided herein, the amount of delinquent rent for a period less than a full month shall be computed at the original rental rate specified in the lease.

Dated: _____, 19_____.

Lessor

NOTICE TO LESSEE - CHANGE IN RENTAL DUE DATE

Lessee: _____

PLEASE TAKE NOTICE that as of _____, 19____, the rental due date specified in our lease dated _____, 19____, shall be changed from the _____ to the _____. All subsequent payments shall be due on the _____ day of each month thereafter.

Dated: _____, 19____. _____
Lessor

NOTICE TO LESSEE - CHANGE IN ADDRESS WHERE RENT TO BE PAID

Lessee: _____

PLEASE TAKE NOTICE that as of _____, 19____, the monthly rent you are required to pay under our lease dated _____, 19____, for the premises located at _____, is to be forwarded to:

All payments and notices should be sent to the new address.

Dated: _____, 19____. _____
Lessor

NOTICE OF TERMINATION - TENANCY AT WILL - BY LESSOR
NOTICE TO LESSEE

To: _____
Lessee

_____ *Address*

_____ *City* _____ *State*

NOTICE IS HEREBY GIVEN that your tenancy at will in the premises located at _____
_____, City of _____, County of
_____, State of _____, shall be terminated as of
_____, 19_____, or _____ days after service of this notice on you,
whichever is later in time.

Demand is hereby made that you remove from the premises and deliver up possession to
the undersigned, or _____, my authorized
agent on or before _____ o'clock _____m., on that date.

Dated: _____, 19_____.

Signature of Lessor

NOTICE OF TERMINATION - TENANCY AT WILL - BY LESSEE
NOTICE TO LESSOR

To: _____
Lessor

Address

City _____ *State*

NOTICE IS HEREBY GIVEN that I shall terminate my tenancy at will in the premises located at _____, City of _____, County of _____, State of _____, and the lease dated _____, 19_____, shall be terminated effective _____, 19_____.

Demand is hereby made that you acknowledge receipt of this notice immediately after receipt thereof.

Dated: _____, 19_____.

Signature of Lessee

ACKNOWLEDGMENT BY LESSOR

The undersigned, _____, Lessor acknowledges receipt of your notice to terminate tenancy effective as stated hereinabove.

Dated: _____, 19_____.

Signature of Lessor

30-DAY NOTICE TO TERMINATE TENANCY

To: _____
Name of Tenant

_____ *Address*

_____ *City* _____ *State*

NOTICE IS HEREBY GIVEN that the tenancy under which you occupy the premises described above is terminated thirty (30) days from the date of service of this notice upon you.

You are required to vacate the premises on or before the date of termination. If you fail to surrender the demised premises as required, the undersigned shall commence summary proceedings under the law or institute remedies available under this lease.

Rent for the premises is due and payable through and including the date of termination.

Dated this _____ day of _____ 19____.

OWNER:

_____ By _____

PROOF OF SERVICE

I, the undersigned, being at least eighteen years of age, declare under penalty of perjury that I served the thirty-day notice to terminate tenancy, of which this is a true copy, on the above-named tenant in the manner indicated below on _____, 19____:

- I personally delivered a copy of the notice to tenant.
- I mailed a true copy of the notice to tenant by certified mail.

Executed on _____, 19____, at _____

By _____

THREE-DAY NOTICE TO PAY RENT OR QUIT

To _____, Tenant and all others in possession of the premises situated in the City of _____, County of _____, State of _____ designated by the number and street as _____, Apt. _____.

NOTICE IS HEREBY GIVEN that, pursuant to the lease or rental agreement by which you hold possession of the above-described premises, there is now due and unpaid rent for said premises in the total sum of \$ _____ (_____ Dollars) to and including the _____ day of _____, 19_____.

WITHIN THREE DAYS after service of this notice on you, you are required to pay rent in full, or to deliver up possession of said premises to the undersigned, or legal proceedings will be commenced against you to recover possession of said premises, and to recover TREBLE RENTS AND DAMAGES for the unlawful detention of said premises.

The landlord hereby elects to declare the forfeiture of the agreement under which you hold possession of said premises.

The rent for said premises is \$ _____ per month, on a tenancy from month to month, said rental month beginning on the _____ day of each calendar month. Said rent is due for said premises from _____ 19_____ to _____ 19_____.

The ground upon which your eviction from said premises will be sought is non-payment of rent.

Dated this _____ day of _____, 19_____.

Agent/Owner

PROOF OF SERVICE

I, the undersigned, being at least eighteen years of age, declare under penalty of perjury that I served the above three-day notice to pay rent or quit, of which this is a true copy, on the above named tenant on _____, 19_____, in the manner indicated below.

- I personally delivered a copy to the tenant.
- I personally delivered a copy to a person of suitable age and discretion at tenant's residence/ business address and mailed a copy addressed to tenant at his place of residence, on _____, 19_____ because tenant cannot be found at his residence or usual place of business.
- I posted a copy of the notice in a conspicuous place on the property and mailed a copy to tenant at the premises on _____, 19_____;
 - because tenant's residence and usual place of business cannot be ascertained, OR
 - because no person of suitable age or discretion can there be found.

Executed on _____, 19_____, at _____.

GUARANTY OF PAYMENT OF RENT

AGREEMENT MADE _____, 19____, between _____
_____, of _____,
City of _____, County of _____, State of _____,
_____, herein referred to as Guarantor, and _____
_____, of _____, City of _____,
_____, County of _____, State of _____,
herein referred to as Assured.

RECITALS

1. Assured entered a lease, as lessor therein with _____
_____, of _____, lessee,
dated _____, 19____, to commence _____, 19____, and
terminate on _____, 19____. The demised premises are described as follows:

Description and Location of Premises

2. Guarantor desires to guarantee to Assured the payment of the monthly rental specified in the lease between Assured and lessee as provided herein.

In consideration of the mutual covenants contained herein, the parties agree as follows:

Guarantor shall guarantee the payment to Assured of the rental specified in the lease of _____ Dollars (\$_____) per month to be paid by lessee. The total guaranty shall be for _____ Dollars (\$_____) for the entire term of the lease. This sum represents _____ per cent (____%) of the total rental owed or to be owing by the lessee during the duration of the lease term.

The sums shall be paid to Assured by Guarantor within _____ days after receipt by Guarantor of written notice from Assured specifying the rental deficiency from lessee for any particular month during the lease term.

Assured shall deduct from the total guaranty, as specified above, the amount of any guaranty payments received by Assured from Guarantor during the lease term, and Guarantor shall only be liable for the reduced total guaranty from that date.

This guaranty does not apply to damages incurred by Assured by any breach of a term or condition of the lease other than the payment of rent, and should Assured forfeit the lease for a breach thereof by lessee, this guaranty shall be void and of no further effect, except as to rental owed by lessee to the date of the forfeiture.

IN WITNESS WHEREOF, the parties have executed this Agreement at _____
_____ the day and year first above written.

Assured

Guarantor

Loans/Debts 3

Introduction to Forms:

- **Promissory Note**
- **Guaranty**
- **Suretyship**
- **Indemnity**
- **Release**

Forms:

- **Demand Note**
- **Note In Series**
- **Confession of Judgment on Default**
- **Instalment Note - Joint Note**
- **Assignment of Promissory Note**
- **Notice to Obligor of Assignment of Secured Promissory Note**
- **Agreement Guarantying Performance of Contract - General Form**
- **Absolute Guaranty of Payment of Obligation**
- **Absolute Guaranty of Payment of Obligation - Guaranty Limited as to Time and Amount**
- **Guaranty of Payment of Rent Under Lease**
- **Revocation of Guaranty**
- **Default of Obligor and Demand for Payment - Nonpayment of Promissory Note**
- **Default of Obligor and Demand for Payment - Nonperformance of Contract**
- **Indemnity Agreement - General Form**
- **Bond of Performance**
- **Release by Individual**
- **Release of All Claims - Husband and Wife**
- **Mutual Release**
- **Covenant Not to Sue - Short Form**
- **Covenant Not to Sue - General Form**
- **Release of Claims Based on Automobile Accident - With Covenant Not to Sue**
- **Release of Claims Based on Automobile Accident - With Dismissal of Pending Legal Action**

Promissory Note

Promissory notes are promises to pay money either on demand or at a specific time. The place at which payment is to be made is generally specified in the note.

A promissory note must: (1) be in writing and signed by the maker or drawer; (2) contain an unconditional promise or order to pay a definite sum in money; (3) be payable on demand or at a definite time; and (4) be payable to the payee's order or to the bearer.

Examples of instruments that can be negotiable instruments, if they comply with these requirements, are: (1) a draft or bill of exchange; (2) a check, which is defined as a draft that is drawn on a bank and payable on demand; (3) a bank certificate of deposit; and (4) a note if it is a promise to pay money and is not a certificate of deposit.

Guaranty

A guaranty is an agreement by one party to answer for the debt, default, or miscarriage of another or for the failure on the part of another to perform an agreement. It is an undertaking that an amount agreed to be paid or owing will be paid or that services agreed to be performed will be. Two things are required. There must, in the first place, be an agreement, express or implied, imposing upon one party a primary obligation to perform, followed by a secondary contract with the guarantor by which he guaranties performance by the one bound by the original agreement.

A guaranty is to be distinguished from suretyship and indemnity. Generally speaking, an indemnity contract is an original and independent agreement whereas a guaranty is a collateral promise. There are many points in which a guaranty and a suretyship are alike. Generally speaking, however, the liability of a surety is primary and direct, while that of the guarantor is secondary and collateral.

A guaranty can be absolute or conditional. In an absolute guaranty, immediately upon the default of the principal, the guarantor becomes liable. Where the guaranty is conditional, the liability of the guarantor depends upon the performance of some act. Such a guaranty is sometimes spoken of as a guaranty of collection. In this case, where a debt is concerned, the creditor must exhaust all his legal remedies to collect from the principal debtor before he resorts to the guarantor. This is not true if the guaranty is absolute.

A guaranty also may be limited or unlimited. In other words, there may be a limitation as to the time it is to continue or the amount of the liability which the guarantor accepts.

A further distinction is between a general and special guaranty. The former may be availed of by anyone whom it may concern, while the latter is for the benefit of some particular person.

The contract of guaranty is required to be in writing by the statute of frauds. A guaranty can be used with contracts of various kinds. A third party may, for example, guaranty the performance of a computer installation or construction of a building. Very frequently the payment of rent under a lease is guarantied by some third party.

Suretyship

A contract of suretyship ordinarily takes the form of a bond. The chief distinction between suretyship and guaranty is that where guaranty is concerned the promissor is bound by the agreement independently of the one for whose benefit it is made; in a suretyship the principal and the surety are both bound by the same contract. The suretyship contract is collateral to another contract or transaction. Included here is a form of Bond of Performance.

Indemnity

An indemnity agreement provides that one party to the agreement will reimburse the other for loss or injury that he or she may suffer because of the occurrence of a specified event, or that one party will protect the other from harm or loss. Indemnity differs from guaranty, suretyship or insurance, in that a contract of suretyship or guaranty is collateral to some other contract or transaction, and insurance is an indemnity contract, but on terms and conditions specified in a policy.

Indemnity agreements are of two types, those that indemnify against loss or damage, and those that indemnify against liability. An agreement indemnifying against loss provides indemnification only against the actual loss suffered, while an agreement indemnifying against liability obligates the indemnitor to perform acts that will prevent injury or harm to the indemnitee.

An indemnity agreement may be separate and apart from the contract to which it relates.

Release

A release, at least so far as the term is used in this section, is an instrument in writing by which a claimant or debtor releases or gives up a claim, debt, demand or obligation which he has or claims to have against another. The release may be general in its nature, releasing all claims of every description, or it may release a specific claim only. More than that, it may release all or only part of a claim. While it ordinarily indicates the receipt of money as consideration, it is, of course, more than a receipt, since the latter is merely evidence that the money has been paid without an indication of the effect of the payment.

A release is distinguished from a covenant not to sue in that the latter is not a present abandonment or relinquishment of a right or claim, but is merely an agreement not to sue on an existing claim. Between the parties to the agreement, the result is the same, but the primary distinction is the effect as to third parties. In a release, the general rule is that there is an immediate release or discharge, whereas a covenant not to sue is simply a contract not to prosecute a suit, and does not extinguish the cause of action on which it is based.

DEMAND NOTE

FOR VALUE RECEIVED, I, _____,
Maker of Note
of _____, promise to pay to the order of
_____, of _____,
Payee
_____, on demand, the principal sum of _____
Dollars (\$_____) with interest from _____ 19____, at
the rate of _____ per cent (____%) per annum, interest payable
_____, thereafter.
Monthly/Quarterly/Annually

If default is made in the payment when due of any part or instalment of interest, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note, without notice.

In the event of commencement of suit to enforce payment of this note, I agree to pay such additional sum as attorneys' fees as the court may adjudge reasonable.

Dated: _____

Signature of Maker

Address

City, State

NOTE IN SERIES

FOR VALUE RECEIVED, _____, of
_____, herein referred to as Maker, promises to pay to
the order of _____, Payee, of
_____, on demand, the sum of _____
Dollars (\$ _____), with interest thereon at the rate
of _____ per cent payable _____.
Monthly/Quarterly/Annually

1. Series of Notes. This note is one of a series of notes, all of like tenor, except as to amount, issued and to be issued by Maker, amounting in the aggregate to not more than the principal sum of _____ Dollars (\$ _____).

2. Prepayment. Maker reserves the right at any time to prepay, in whole or in part, the principal or interest owing on any or all of the issued and outstanding notes of this series.

3. Reference to Security Agreement. This note is secured by a security agreement between Maker and _____, Payee, dated _____, 19_____, and the maturity of this note may be accelerated as therein provided.

4. Record of Payments. Receipt of all payments on account of principal and interest of this note that may be made by Maker prior to maturity shall be indorsed on the reverse side of this note.

Dated: _____, 19_____.

[Signature of Maker]

Confession of Judgment on Default (Optional Clause)

The undersigned hereby authorizes any attorney at law to appear in any court of record in the State of _____, or any other state in the United States, on default in the payment of any instalment due on the above obligation, and waive the issuance and service of process, and confess a judgment against the undersigned in favor of the holder hereof for the amount of the note, together with costs of suit and reasonable attorneys' fees, and to release all errors and waive all right of appeal.

INSTALMENT NOTE - JOINT NOTE

_____, 19____

FOR VALUE RECEIVED, we, _____,
of _____, *Comaker*
and _____,
Comaker

_____ of _____,
herein referred to as the undersigned, jointly and severally promise to pay to the order of
_____, of _____,
Payee

_____, his successors and assigns, herein referred to as holder, at
_____,
Address _____ *City*

_____, the sum of _____ Dollars
State

(\$ _____), with interest on any unpaid balance from the date at the rate of _____ per cent (_____%) per annum and payable in equal successive monthly instalments of _____ Dollars (\$ _____) in lawful money of the United States of America, commencing on _____, 19____, and continuing on the same day of each and every _____ month thereafter until paid, except the final instalment which shall be the balance due on this note.

1. Overdue Instalments; Acceleration of Maturity. If any instalment is not paid when due, the undersigned shall pay collection charges of _____ cents (____ cents) per dollar of each overdue instalment or the actual costs of collection, whichever is greater. In addition, the entire amount owing and unpaid hereunder shall at the election of holder forthwith become due and payable. Notice of such election is hereby waived.

2. Attorneys' Fees. The undersigned shall pay all reasonable attorneys' fees incurred by holder in enforcing any right or remedy hereunder.

3. Interest on Unpaid Amounts. All sums remaining unpaid on the agreed or accelerated date of maturity of the last instalment shall thereafter bear interest at the rate of _____ per cent (_____%).

4. Completion or Modification of Note. Each of the undersigned authorizes holder to date and complete this note in accordance with the terms of the loan evidenced hereby, to accept additional comakers, to release comakers, to change or extend dates of payment, and to grant indulgences all without notice or affecting the obligations of any of the undersigned.

5. Waiver of Rights by Comakers. Each of the undersigned hereby waives (a) presentment, demand, protest, notice of protest, notice of dishonor, and notice of nonpayment; (b) the right, if any, to the benefit of, or to direct the application of, any security hypothecated to holder until all indebtedness of the undersigned to holder, however arising, shall have been paid; (c) the right to require holder to proceed against the undersigned, or to pursue any other remedy in holder's power. Holder may proceed against any of the undersigned directly and independently of any other, for any reason other than full payment, and any extension, forbearance, change of rate of interest, or acceptance, release or substitution of security, or any impairment or suspension of holder's remedies or rights against any of the undersigned shall not in any way affect the liability of any other of the undersigned.

6. Joint and Several Liability. All obligations of the undersigned hereunder shall be joint and several.

Signature of Co-Maker

Signature of Co-Maker

ASSIGNMENT OF PROMISSORY NOTE

FOR VALUE RECEIVED, I, _____, of _____, City of _____, State of _____, hereby assign to _____, of _____, City of _____, State of _____, all of my right, title, and interest in and to a promissory note dated _____, 19_____, payable to my order in the amount of _____ Dollars (\$_____) executed by _____.

Dated: _____, 19_____.

Signature of Assignor

NOTICE TO OBLIGOR OF ASSIGNMENT OF SECURED PROMISSORY NOTE

To: _____
Obligor

Address

City _____ *State*

_____, 19_____.

YOU ARE HEREBY NOTIFIED that I have transferred and assigned to _____

Name of Assignee of _____,

City of _____, State of _____, the promissory note executed by you payable to my order dated _____, 19_____, due on _____, 19_____, in the original amount of _____ Dollars (\$_____), bearing interest at _____ per cent (_____%) per year, which note is secured by a _____ for which a financing statement is recorded at

Describe Collateral

I have made the following declarations to _____
Assignee

1. That you are the owner of the collateral and the obligor of the described note on which there is owing a principal balance of _____ Dollars (\$_____);

2. That interest has been paid to _____, 19_____;

3. That there are no setoffs to the note or agreements of any kind affecting your obligation thereon except those which are set forth in the financing statement and the note secured thereby, or which are set forth in this notice of assignment.

You are hereby directed to make future payments on the note to _____
_____ at the address aforementioned.
Assignee

Signature of Assignor

To: _____
Obligor

This notice of assignment is sent to you in duplicate. Please acknowledge your receipt by signing the second copy and mailing to the undersigned in the enclosed envelope. You are requested to make future payments on the described note to the undersigned at the following address:

Signature of Assignee

To: _____
Assignee

I acknowledge receipt of the original of the above notice; the information contained therein concerning my obligation is correct.

Dated: _____, 19_____. _____
Signature of Obligor

**AGREEMENT GUARANTYING PERFORMANCE OF CONTRACT -
GENERAL FORM**

THIS AGREEMENT made this _____ day of _____ by and between _____ residing at _____ Street, City of _____, State of _____, hereinafter called the Guarantor, and _____, a Corporation having a principal place of business at _____ Street, in the City of _____, hereinafter called the Company, WITNESSETH:

WHEREAS, the Company is about to enter into agreement with one _____, a true copy of which is hereto annexed and made a part of this contract of guaranty;

WHEREAS, the Guarantor is desirous of having the Company enter into such agreement with _____;

WHEREAS, the Company is willing to enter into such an agreement with _____ only if the Guarantor guaranties the faithful performance of all the terms and conditions thereof.

NOW, THEREFORE, in consideration of the sum of \$ _____ paid by the Company to the Guarantor, the receipt whereof is hereby acknowledged and the execution of such contract by the Company with the said _____, the Guarantor does hereby agree as follows:

1. The Guarantor does hereby guaranty full, prompt and complete performance by _____ of all the terms, covenants and conditions of the contract made by him with the Company and hereto annexed and the payment of such sums that may become due to the Company from the said _____ hereunder.

2. This guaranty is not limited to any particular period of time but shall continue until all of the terms, covenants and conditions of the said contract have been fully and completely performed by the said _____ or otherwise discharged by the Company, and the Guarantor shall not be released of any obligation or liability hereunder so long as there is any claim of the company against the said _____ arising out of the said contract that has not been satisfied or discharged in full.

3. The Company and the said _____ shall not enter into any agreement altering, modifying or extending in any way the obligations which the Guarantor has assumed hereby or which would make performance by the said _____ more difficult except upon the written consent of the Guarantor.

4. In the event that the said _____ shall fail to perform any of the terms, covenants and conditions of said agreement, the Company shall at once give notice to the guarantor of such default and shall afford to the Guarantor the opportunity to perform as herein provided.

5. In the event that the said _____ shall fail to perform any of the terms, covenants and conditions of said contract, the Guarantor upon notice of such default shall have the right to perform the terms, covenants and conditions of the said agreement as to which such default has occurred in the same manner and as fully as the said _____ might do.

The Guarantor hereby waives notice of acceptance of this Agreement.

IN WITNESS WHEREOF the parties hereto do hereby affix their hands and seals the day and year first above written.

Guarantor

Company

(Acknowledgment)

Absolute Guaranty of Payment of Obligation

GUARANTY

FOR VALUE RECEIVED, I, _____, of _____, City of _____, County of _____, State of _____, absolutely guarantee payment to _____, Obligee, of _____, City of _____, County of _____, State of _____, at maturity, of that promissory note dated _____, 19____ in the principal amount of _____ Dollars (\$ _____), executed by _____, of _____, City of _____, County of _____, State of _____.

If Obligor defaults in payment of the promissory note according to its terms, I will pay Obligee the unpaid balance thereon on demand.

Dated: _____, 19____.

Guarantor

**Absolute Guaranty of Payment of Obligation -
Guaranty Limited as to Time and Amount**

GUARANTY

GUARANTY MADE on _____, 19_____, by _____
_____, of _____, City
of _____, County of _____, State of _____,
herein referred to as Guarantor, to _____, of
_____, City of _____, County
of _____, State of _____, herein referred to as Creditor, with
respect to credit extended and to be extended to _____
_____, of _____, City of _____,
County of _____, State of _____, herein referred to as
Debtor.

In consideration of the sum of _____ Dollars
(\$_____) paid by Creditor, the receipt of which is hereby acknowledged, Guarantor
guarantees to Creditor the payment of any sums due, or that may come due from transactions
within _____ months of the execution of this guaranty, up to but not to exceed a
maximum amount of _____ Dollars (\$_____)
on:

Describe fully the transactions to be secured

This guaranty is unconditional except as is otherwise specifically provided above, and
continuous, and applies to all sales prior to the expiration of _____ months from its date
of execution unless sooner terminated by written notice served by the Guarantor on Creditor.

Dated: _____, 19_____.

Guarantor

Guaranty of Payment of Rent Under Lease

GUARANTY

GUARANTY MADE _____, 19____, by _____
of _____, of _____, City
of _____, County of _____, State of _____,
herein referred to as Guarantor, to _____, of
of _____, City of _____, County
of _____, State of _____, herein referred to as Oblige.

RECITALS

1. Oblige has leased premises at _____
to _____, whose residence address is
_____ City of _____, County
of _____, State of _____, herein referred to as Obligor, for use
by Obligor in conducting (his/her) business of _____. A
copy of the lease is attached hereto as Exhibit A.

2. The lease is conditioned on Guarantor's giving security for payment of rent thereunder
in the form of a personal guaranty.

In consideration of _____ Dollars
(\$_____), receipt of which is acknowledged, Guarantor agrees as follows:

1. Statement of Guaranty. Guarantor guarantees payment of rent under the attached
lease pursuant to the terms thereof. If obligor defaults in the payment of any installment of rent,
Guarantor shall pay the amount of such installment within _____ days after receipt of
notice of default and demand for payment. Guarantor's liability hereunder shall not be affected by
reason of any extension of time for payment of any installment granted by Oblige to Obligor.

2. Duration. This guaranty shall not be revoked during the initial _____ - year
term of the lease. Thereafter, if the lease is renewed on the same terms, this guaranty shall remain
in force until receipt by Oblige of written notice of revocation from Guarantor, or until terminated as
provided herein. Renewal of the lease on different terms shall, at the option of Guarantor, operate
to terminate this guaranty as of the end of the initial _____-year term.

3. Limitation of Liability. The maximum amount recoverable by Oblige from Guarantor
pursuant to this guarantee is _____ Dollars
(\$_____), which amount is equal to the total rent due during the initial _____ -
year term of the lease. If the aggregate of payments made by Guarantor hereunder reaches the
above-mentioned amount, this guaranty shall terminate immediately.

4. Waiver of Notice of Acceptance. Notice of acceptance of this guaranty is expressly
waived.

IN WITNESS WHEREOF, Guarantor has executed this guaranty at _____
_____ the day and year first above written.

Guarantor

REVOCATION OF GUARANTY

To: _____
Obligee

Address

City State Zp

BY INSTRUMENT DATED _____, 19____, the undersigned,
_____, agreed to guarantee
_____. Notice is given that pursuant
Describe the Guaranty
to the provisions of the above-mentioned instrument the guaranty is revoked, effective
_____, 19 _____. The undersigned will not be liable for any indebtedness
incurred by _____, Obligor, after the effective
date of revocation.

Dated: _____, 19_____.

Guarantor

**Default of Obligor and Demand for Payment -
Nonpayment of Promissory Note**

NOTICE

To: _____
Guarantor

_____ *Address*

_____ *City State Zp*

BY INSTRUMENT DATED _____, 19_____, you guaranteed payment to the undersigned, _____, at maturity, of a promissory note in the principal amount of _____ Dollars (\$_____) with interest at the rate of _____ per cent (_____%) per annum, the said note made by _____, Obligor, on _____, 19_____. The note was due on _____, 19_____ and has not been paid.

Demand is made on you for payment of _____ Dollars (\$_____), representing the principal amount of the note plus accrued interest to date in the amount of _____ Dollars (\$_____). If full payment has not been received within _____ days after your receipt of this notice and demand, collection proceedings against you will be initiated.

Dated: _____, 19_____. _____ *Obligee*

**Default of Obligor and Demand for Payment -
Nonperformance of Contract**

NOTICE

To: _____
Guarantor

_____ *Address*

_____ *City* _____ *State* _____ *Zip*

BY INSTRUMENT DATED _____, 19____, you guaranteed performance
by _____, Obligor, of a contract for

_____ *Brief Description of Contract*
entered into by _____, Obligor, and the
undersigned, _____, on _____,
19____. According to the terms of the contract, all performance thereunder was to have been
completed on _____, 19____. _____,
Obligor, defaulted in performance of the contract in that _____.

_____ *Describe the Default*
As a result of the default, the undersigned suffered damages in the amount of
_____ Dollars (\$_____), itemized as follows:

_____.
In addition, the undersigned was required to pay to _____
Name of Subsequent Contractor
the sum of _____ Dollars (\$_____) over
and above the original contract price for satisfactory completion of the contract work. Pursuant to
your guaranty, demand is made on you for the sum of _____
_____ Dollars (\$_____), which sum represents the total claim of the
undersigned against _____, Obligor, based
on the contract. If full payment is not received within _____ days after your receipt of
this notice and demand, legal action against you will be initiated.

Dated: _____, 19____. _____ *Obligee*

INDEMNITY AGREEMENT - GENERAL FORM

AGREEMENT made _____, 19 _____, between _____
_____, of _____,
City of _____, County of _____, State of _____,
referred to as indemnitor, and _____
_____, of _____, City of _____,
County of _____, State of _____,
referred to as indemnitee.

In consideration of the sum of _____ Dollars
(\$ _____), and other good and valuable consideration, receipt of which is acknowledged,
it is hereby agreed:

LIABILITY, LOSS OR DAMAGE

1. Indemnitor undertakes to indemnify from any and all liability, loss or damage indemnitee
may suffer as a result of claims, demands, costs, or judgments against it arising from

Set forth details of transaction necessitating indemnity

Indemnitor's liability under this Agreement shall in no event exceed the sum of
_____ Dollars (\$ _____).

DURATION

2. Indemnity under this Agreement shall commence on _____, 19_____,
and shall continue in full force until _____, 19_____.

REQUIREMENT OF NOTICE TO INDEMNITOR

3. Indemnitee agrees to notify indemnitor in writing, within _____ days, by
registered mail, at indemnitor's address as stated in this Agreement, of any claim made against
indemnitee on the obligations indemnified against.

IN WITNESS WHEREOF, the parties have executed this Agreement at _____
_____ the day and year first above written.

Indemnitor

Indemnitee

BOND OF PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____ residing at _____ Street, in the City
of _____, State of _____, and _____
_____ residing at _____ Street,
in the City of _____, State of _____, as sureties, are held
and firmly bound jointly and severally unto principal, _____,
residing at _____ Street, in the City of
_____, State of _____, in the principal sum of
\$ _____ good and lawful money of the United States, to be paid to the said
_____, his executor, administrators and
assigns for which payment well and truly to be made, we bind ourselves, our and each of our heirs,
executors and administrators jointly and severally firmly by these presents.

Sealed with our seals, signed and dated this _____ day of _____,
19____.

THE CONDITION of the above obligation is such that whereas the said principal,
_____, has entered into a contract with the said
beneficiary, _____, for the construction of a
business building at _____ Street, in the City of
_____, State of _____, a true copy of which contract is hereto
annexed and made a part of this bond.

NOW, THEREFORE, if the said principal shall well and only perform all the terms,
covenants and conditions of the said contract on his part to be performed, and furnish all the labor
and material required to be furnished under the said contract, and shall erect the said building
therein required, and shall make payment to all persons furnishing such labor and material to him,
then this obligation is void; otherwise to remain in full force and effect.

Signature

Signature

[Seals]

[Acknowledgment]

RELEASE BY INDIVIDUAL

RELEASE EXECUTED ON _____, 19 _____, by _____
_____, of _____,
_____, City of _____, County of _____, State of _____,
herein referred to as Releasor, to _____
_____, of _____, City of _____,
_____, County of _____, State of _____,
herein referred to as Releasee.

In consideration of _____ Dollars
(\$ _____), receipt of which from Releasee is acknowledged, Releasor voluntarily and
knowingly executes this release with the express intention of effecting the extinguishment of
obligations as herein designated.

Releasor, with the intention of binding himself, his spouse, and his heirs, legal
representatives, and assigns, expressly releases and discharges Releasee and his heirs and legal
representatives from all claims, demands, actions, judgments, and executions that Releasor ever
had, or now has, or may have, known or unknown, or that anyone claiming through or under him
may have, or claim to have, against Releasee or his heirs or legal representatives created by, or
arising out of _____

Description of incident and claim which arose out of it

which occurred at _____
Place of occurrence

on _____, 19 _____.

IN WITNESS WHEREOF, Releasor has executed this release at _____
_____ the day and year first above written.

Releasor

RELEASE OF ALL CLAIMS - HUSBAND AND WIFE

We, _____, and _____
_____, husband and wife, of _____
_____, City of _____, County of _____,
State of _____, execute this release with the express intention of extinguishing
the obligations as herein set forth.

In consideration of _____ Dollars
(\$_____), receipt of which is acknowledged, we for ourselves and our heirs, legal
representatives, and assigns, release and discharge _____
_____, Releasee, of _____,
and his heirs, legal representatives, and assigns, from all claims and causes of action that we or
either of us ever had, now have, or may have in the future, known or unknown, or that any person
claiming through us or either of us may have or claim to have, against
_____ or his heirs, legal representatives, or assigns created by or
Releasee

arising out of _____
Description of incident and claim which arose out of it

which occurred at _____
Place of occurrence

on _____, 19_____.

We have read this release, understand the terms used in it and their legal significance, and
have executed the release voluntarily.

Executed at _____ on _____,
19_____.

[Signature of Husband]

[Signature of Wife]

MUTUAL RELEASE

THIS MUTUAL RELEASE, executed on _____, 19____, between _____, of _____, City of _____, County of _____, State of _____, is intended to effect the extinguishment of obligations as herein described.

Disputes and differences have arisen between the parties with respect to:

(Describe the incident, contractual dispute or other subject matter of controversy)

The parties have agreed to execute this mutual release in settlement of such disputes and differences.

In consideration of the mutual relinquishment of their respective legal rights with reference to the above-mentioned disputes and differences, in consideration of the execution of this mutual release, and in consideration of the payment by _____ to _____ of _____ Dollars (\$_____), receipt of which by _____ is acknowledged, each party, for himself and his heirs and legal representatives, expressly releases the other, and his heirs and legal representatives, from all liability for claims and demands arising out of the above-described matter of controversy.

IN WITNESS WHEREOF, the parties have executed this mutual release at _____ on the day and year first above written.

[Signatures]

COVENANT NOT TO SUE - SHORT FORM

I, _____, Covenantor, of _____
_____, City of _____, County of _____,
_____, State of _____, for myself and for my heirs, legal
representatives, and assigns, in consideration of the sum of _____
_____ Dollars (\$_____) to me paid by Covenantee, receipt of which is
acknowledged, covenant with _____, Covenantee, of
_____, City of _____,
County of _____, State of _____, and his heirs, legal
representatives, and assigns, to never institute any suit or action at law or in equity against
Covenantee by reason of any claim I now have or may hereafter acquire relating to:

Describe the accident, incident, contractual dispute

or other subject matter of controversy

In executing this covenant I expressly reserve any and all rights, causes of action, claims,
and demands against any person, firm, or corporation other than Covenantee.

Executed at _____ on _____,

19_____.

Signature of Covenantor

COVENANT NOT TO SUE - GENERAL FORM

COVENANT NOT TO SUE executed on _____, 19____, by _____
_____, of _____,
City of _____, County of _____, State of _____,
herein referred to as Covenantor, to _____
_____, of _____, City of _____,
County of _____, State of _____,
herein referred to as Covenantee.

In consideration of the sum of _____ Dollars
(\$_____) paid to Covenantor by Covenantee, the receipt of which is acknowledged,
Covenantor covenants as follows:

Covenant Not To Sue

1. Covenantor will never institute any action or suit at law or in equity against Covenantee, nor institute, prosecute or in any way aide in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present, or future, arising out of

Describe the incident or subject matter of controversy

Payment Not An Admission

2. It is understood by Covenantor that the payment made hereunder is for compromise of a doubtful and disputed claim, and is not to be construed as an admission of liability on the part of Covenantee, by whom liability has been expressly denied.

Reservation of Rights

3. Covenantor expressly reserves all rights of action, claims, and demands against any and all persons other than Covenantee. This instrument is a covenant not to sue, and not a release.

Binding Effect of Covenant

4. This covenant shall inure to the benefit of Covenantee and his heirs and legal representatives. It shall bind Covenantor, his spouse, his heirs, and legal representatives.

Entirety Clause

5. This instrument reflects the entire covenant between Covenantor and Covenantee, and no statements, promises, or inducements made by Covenantor or any agent of Covenantor that are not contained herein shall be valid or binding.

Covenant Understood By Covenantor

6. Covenantor has carefully read the foregoing covenant not to sue and knows and understands the content thereof.

IN WITNESS WHEREOF, Covenantor has executed this covenant at _____
_____ the day and year first above written.

Signature of Covenantor

**RELEASE OF CLAIMS BASED ON AUTOMOBILE ACCIDENT
WITH COVENANT NOT TO SUE**

IN CONSIDERATION OF _____ Dollars
(\$ _____), receipt of which is acknowledged, I, _____
_____, of _____, City of _____,
_____, County of _____, State of _____,
on behalf of myself and my heirs, legal representatives, and assigns, hereby release _____
_____, of _____,
_____, City of _____, County of _____,
State of _____, and his heirs and legal representatives, from all liability,
claims, demands, costs, charges and expenses incident to property damage and personal injuries
sustained by me in an automobile accident that occurred on _____, 19_____, at
_____, involving an automobile being driven
by _____. This release covers all claims that I
had, now have or may have in the future, known or unknown, against _____
_____, his heirs or legal representatives, based on the accident.

In addition, I promise not to assert against _____
_____, his heirs or legal representatives, in any court of law, any claim or claims that I had,
now have, or may have in the future, known or unknown, based on the injuries sustained by me in
the accident.

By executing this instrument I do not waive or relinquish any claim or claims that I may now
or hereafter have against any person, firm, or corporation other than _____
_____, the releasee and covenantee named herein. I understand that
_____ does not, by making the payment set
forth above, admit any liability or responsibility for the above-described accident or the
consequences thereof.

IN WITNESS WHEREOF, I have executed this release and covenant not to sue at
_____ on _____, 19_____.

[Signature]

**RELEASE OF CLAIMS BASED ON AUTOMOBILE ACCIDENT
WITH DISMISSAL OF PENDING LEGAL ACTION**

RELEASE GIVEN ON _____, 19_____, by _____
_____, of _____,
City of _____, County of _____, State of _____,
herein referred to as Releasor, to _____
_____, of _____, City of _____,
County of _____, State of _____,
herein referred to as Releasee.

Stipulations

A. Releasor suffered property damage, personal injuries, and other losses as a result of an automobile collision that occurred on _____, 19_____, at _____
Describe Location

of the accident, and an automobile driven by Releasee.

B. Releasor asserts that the collision was caused by the negligence of Releasee. Based on such assertion, Releasor commenced an action for property damages and personal injuries in _____ Court, Case No. _____, entitled _____, Damages in the amount of _____ Dollars (\$ _____) as alleged in Releasor's complaint therein are being sought in such action.

Release of All Claims

1. Releasor understands that he may have suffered injuries that are unknown to his at the present time and that unknown complications may arise in the future from injuries of which he is presently unaware. Releasor acknowledges that the possibility of such unknown injuries and complications was discussed in the course of negotiations leading to agreement on the terms of this release, and the sum to be paid by Releasee hereunder was determined with due regard for such possibility.

With such knowledge, and in consideration to _____ Dollars (\$ _____), receipt of which is acknowledged, Releasor elects to and does assume all risks for claims heretofore or hereafter arising, known or unknown, including, without limitation, claims for property damage, direct or indirect medical expense, pain and suffering, disability, and loss of income, based on the automobile accident herein described. Releasor, for himself and for his heirs, legal representatives, and assigns, knowingly releases and forever discharges Releasee and his heirs and legal representatives from all liability with respect to such matters and from all claims and causes of action based in any manner on the accident.

Compromise of Disputed Claim

2. Payment of the sum herein mentioned is made by Releasee in compromise of a disputed claim between the parties and is intended to extinguish all rights and liabilities concerning such claim. Payment is not to be construed as an admission of liability by Releasee or anyone else.

Dismissal of Action

3. Releasor specifically authorizes and directs his attorney, _____, to execute in duplicate a dismissal with prejudice of the complaint in the above-mentioned legal action, and to deliver it to _____, attorney for Releasee, of _____, City of _____, County of _____, State of _____, contemporaneously with the execution of this release. Thereafter, Releasor shall never assert any claim whatsoever arising from or based on the automobile accident herein described insofar as Releasee is concerned.

Insurer to be Covered

4. Releasor intends that this release cover _____, *Insurer* an insurance company incorporated under the laws of the State of _____, and duly licensed to do business in the State of _____, having its principal place of business at _____, City of _____, County of _____, State of _____, and the liability insurance carrier of Releasee.

Basis For Release

Releasor understands that this is a full, complete, and final release, and that the sum of _____ Dollars (\$_____) mentioned above is all the money to be paid to Releasor as a result of the herein-described accident and law suit.

IN WITNESS WHEREOF, Releasor has executed this release at _____ on the day and year first above written.

Releasor

Credit and Collections 4

Introduction to Forms:

- **Consumer Credit Application**
- **Credit Denial, Termination or Change**
- **Notice to Bank to Stop Payment on Check**
- **Notice of Dishonor of Check**

Forms:

- **Consumer Loan Application**
- **Business Credit Application**
- **Statement of Credit Denial, Termination, or Change**
- **Notice of Overdue Account**
- **Final Notice Before Legal Action**
- **Transmittal for Collection**
- **Notice to Bank to Stop Payment on Check**
- **Notice of Dishonor of Check**

Consumer Credit Application

Equal Credit Opportunity Act and its implementing regulation, Regulation B, govern the contents of a consumer credit application. The Act does not prescribe the use of a particular form. A creditor need not even use written applications, unless the application is for credit to buy or refinance applicant's principal residence, and the loan is to be secured by the residence. Special attention must be paid to the requirement of appropriate notices regarding the optional nature of courtesy titles, the option to disclose alimony, child support, or separate maintenance, and the limitation concerning marital status inquiries. The form included here is designed to be used in a community property state. If the credit applicant does not live in a community property state, some of the information on this form cannot be requested.

Credit Denial, Termination or Change

Within 30 days after receiving a completed credit application, a creditor must notify the applicant of its action on the application. Notification of adverse action must be in writing. Every applicant who is denied credit is entitled to a statement of the specific reasons for the denial. The creditor's notification must either state the specific reasons for the action taken, or disclose the applicant's right to such a statement. Under federal law, notification must also be given within 30 days after terminating or unfavorably changing the terms of an existing account. Included here is a notice required under federal law that credit has been denied, terminated, or otherwise changed.

Notice to Bank to Stop Payment on Check

A customer may issue an order to his bank to stop payment of any item payable for his account, provided the order is received by the bank in such time and in such manner as to afford the bank a reasonable opportunity to act on it prior to paying the item in cash or performing certain other acts in connection with it.

The stop payment order must be in writing, must be signed by the customer or person authorized to sign checks or make withdrawals from the account, and must describe with certainty the item on which payment is to be stopped.

This form can be used to place a stop payment order on your own checks. Caution: Some banks insist on using their own form for this purpose. Some banks insist on a written order while others may accept a verbal stop payment order pending receipt of a written order.

Notice of Dishonor of Check

To hold prior indorsers liable for payment of a dishonored negotiable instrument, they must be given notice of dishonor, unless they have specifically waived it. The time within which the notice must be given, the manner in which it is to be given, and excuses that may extend the notice time are governed by Uniform Commercial Code, Article 3, Part 5.

CONSUMER LOAN APPLICATION

IMPORTANT: Read these Directions before completing this Application.

Check Appropriate Box:

If you are applying for individual credit in your own name, are not married, and are not relying on alimony, child support, or separate maintenance payments or on the income or assets of another person as the basis for repayment of the credit requested, complete only Sections A and D. If the requested credit is to be secured, also complete Section E.

In all other situations, complete all Sections except E, providing information in B about your spouse, a joint applicant or user, or the person on whose alimony, support or maintenance payments or income or assets you are relying. If the requested credit is to be secured, also complete Section E.

YOU MAY APPLY FOR A SEPARATE ACCOUNT EVEN IF YOU ARE MARRIED

Amount Requested: \$ _____

Payment Date Desired: _____

Proceeds of Credit to Be Used for: _____

SECTION A - INFORMATION REGARDING APPLICANT

Full Name (Last, First, Middle): _____

Birthdate: _____

Present Street Address: _____

City: _____ State: _____ Zip: _____

Years there: _____

Telephone: _____

Social Security No.: _____

Driver's License No.: _____

Previous Address: _____ Years there: _____

Present Employer: _____ Years there: _____

Employer's Telephone: _____

Position or Title: _____ Name of Supervisor: _____

Employer's Address: _____

Previous Employer: _____ Years there: _____

Previous Employer's Address: _____

Present Net Salary or Commission: \$ _____ per _____

No. Dependents: _____ Ages: _____

Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

Alimony, child support, separate maintenance received under:

Court Order Oral Understanding Written Agreement

Other Income: \$ _____ per _____

Sources of Other Income: _____

Is any income listed in this section likely to be reduced in the next two years or before the credit requested is paid off?

Yes (Explain in detail on separate sheet.) No

Have you ever received credit from us? _____

When? _____

Checking Account No.: _____

Institution and Branch: _____

Name of nearest relative not living with you: _____

Relationship: _____ Telephone: _____

Address: _____

**SECTION B - INFORMATION REGARDING SPOUSE,
JOINT APPLICANT, USER, OR OTHER PARTY
(Use separate sheets if necessary.)**

Full Name (Last, First, Middle): _____

Birthdate: _____

Present Street Address: _____

City: _____ State: _____ Zip: _____

Years there: _____

Telephone: _____

Social Security No.: _____

Driver's License No.: _____

Previous Address: _____ Years there: _____

Present Employer: _____ Yearsthere: _____

Employer's Telephone: _____

Position or Title: _____ Name of Supervisor: _____

Employer's Address: _____

Previous Employer: _____ Years there: _____

Previous Employer's Address: _____

Present Net Salary or Commission: \$ _____ per _____

No. Dependents: _____ Ages: _____

Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

Alimony, child support, separate maintenance received under:

Court Order

Oral Understanding

Written Agreement

Other Income: \$ _____ per _____

Sources of Other Income: _____

Is any income listed in this section likely to be reduced in the next two years or before the credit requested is paid off?

Yes (Explain in detail on separate sheet.)

No

Have you ever received credit from us? _____

When? _____

Checking Account No.: _____

Institution and Branch: _____

Name of nearest relative not living with you: _____

Relationship: _____ Telephone: _____

Address: _____

SECTION C - MARITAL STATUS

Applicant: Married Separated Unmarried

Other Party: Married Separated Unmarried

(Unmarried includes single, divorced, and widowed.)

SECTION D - ASSET AND DEBT INFORMATION

(If Section B has been completed, this Section should be completed by giving information about both the Applicant and Spouse, Joint Applicant, User, or Other Person. Please mark Applicant - related information with an "A." If Section B was not completed, only give information about the Applicant in this Section.)

Assets

Description	Cash or Market Value
Cash in Bank:	
Checking Account	\$ _____
Savings Account	_____
Credit Union	_____
Stocks and Bonds	_____
Cash Value of Life Insurance	_____
Automobile	_____
Furniture and Personal Property	_____
Real Estate Owned	_____
Vested Interest in Retirement Fund	_____
Net Worth of Business Owned	_____
Other Assets _____	_____
Total Assets	\$ _____

Outstanding Debts

Creditors Name, Address, and Account Number	Unpaid Balance	Monthly Payment
_____	\$ _____	\$ _____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Automobile Loan	_____	_____
Real Estate Loan	_____	_____
Total	\$ _____	\$ _____

Previous Credit References

Creditor's Name _____

Address _____

Account Number _____

Purpose _____

Highest Balance _____

Date Paid _____

Creditor's Name _____

Address _____

Account Number _____

Purpose _____

Highest Balance _____

Date Paid _____

Creditor's Name _____

Address _____

Account Number _____

Purpose _____

Highest Balance _____

Date Paid _____

Creditor's Name _____

Address _____

Account Number _____

Purpose _____

Highest Balance _____

Date Paid _____

Creditor's Name _____
Address _____
Account Number _____
Purpose _____
Highest Balance _____
Date Paid _____

Are there any unsatisfied judgments against you? Yes No

If "yes," to Whom: _____ Amount: \$ _____

Have you been declared bankrupt in the last 14 years? Yes No

If "yes," Where: _____ Year _____

Other obligations: (For example, liability to pay alimony, child support, separate maintenance. Use separate sheets if necessary.):

SECTION E - SECURED CREDIT
(Complete only if credit is to be secured.)

Briefly describe the property to be given as security: _____

List names and addresses of all co-owners of the property:

Name	Address
_____	_____
_____	_____
_____	_____

Everything that I have stated in this application is correct to the best of my knowledge. I understand that you will retain this application whether or not it is approved. You are authorized to check my credit and employment history and to answer questions about your credit experience with me.

Dated: _____ _____ Applicant

Dated: _____ _____ Joint Applicant

BUSINESS CREDIT APPLICATION

Business Name _____ Date _____

Address _____ City _____ State _____ Zip _____

Owner/Manager _____ Tel. No. _____

How long in business _____ D & B Rated _____

Ownership: Corporation Partnership Sole Proprietorship

Trade References:

Name _____ Address _____

Phone _____ Contact _____

Name _____ Address _____

Phone _____ Contact _____

Name _____ Address _____

Phone _____ Contact _____

Name _____ Address _____

Phone _____ Contact _____

Bank References:

Name _____ Address _____

Account No. _____ Contact _____

Name _____ Address _____

Account No. _____ Contact _____

Credit line requested \$ _____

Persons authorized to issue Purchase Orders: _____

Resale No. _____

The undersigned authorizes inquiry as to credit information. We further acknowledge that credit privileges, if granted, may be withdrawn at any time.

The undersigned agrees to pay all invoices on time, pay 1 1/2% per month service charge on past due amounts, and pay legal and attorney fees if collection of account is necessary.

Authorized Signature

Title

Company

STATEMENT OF CREDIT DENIAL, TERMINATION, OR CHANGE

Date: _____

Applicant's Name: _____

Applicant's Address: _____

Description of Account, Transaction, or Requested Credit:

Description of Action Taken: _____

PRINCIPAL REASON(S) FOR CREDIT DENIAL, TERMINATION, OR OTHER ACTION TAKEN CONCERNING CREDIT

This section must be completed in all instances.

- [] Credit application incomplete
- [] Insufficient number of credit references
- [] Unacceptable type of credit references provided
- [] Unable to verify credit references
- [] Temporary or irregular employment
- [] Unable to verify employment
- [] Length of employment
- [] Income insufficient for amount of credit requested
- [] Excessive obligations in relation to income
- [] Unable to verify income
- [] Value or type of collateral not sufficient
- [] Too short a period of residence
- [] Temporary residence
- [] Unable to verify residence
- [] No credit file
- [] Limited credit experience
- [] Poor credit performance with us
- [] Delinquent past or present credit obligations with others
- [] Garnishment, attachment, foreclosure, repossession, collection action, or judgment suit
- [] Bankruptcy
- [] Other (specify): _____

**DISCLOSURE OF USE OF INFORMATION OBTAINED
FROM AN OUTSIDE SOURCE**

**This section should be completed if the credit decision was
based in whole or in part on information that has been
obtained from an outside source.**

- [] Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you.

Name: _____

Address: _____

Phone: _____

- [] Our credit decision was based in whole or in part on information obtained from an outside source other than a consumer reporting agency. Under the Fair Credit Reporting Act, you have the right to make a written request, no later than 60 days after you receive this notice, for disclosure of the nature of this information.

If you have any questions regarding this notice, you should contact:

Creditor's Name: _____

Creditor's Address: _____

Creditor's Telephone Number: _____

NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (providing the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is: _____

NOTICE OF OVERDUE ACCOUNT

Date:

To: _____

Gentlemen:

We have not received a payment from you on the following invoices:

Invoice No.	Date	Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____

There is a past due sum of \$ _____ outstanding in your account. Please give this matter your immediate attention. We look forward to being of continuing service to you.

Very truly,

FINAL NOTICE BEFORE LEGAL ACTION

Date:

To: _____

Gentlemen:

We have repeatedly requested payment of \$ _____ on your overdue account. Our demands for payment have been ignored.

Accordingly, we shall turn this account over for collection within the next ten days unless payment, or an acceptable proposal for payment is obtained.

If the matter is turned over to our attorneys for collection, it may result in additional legal costs and you may also be liable for attorney's fees. This may have a deleterious effect on your credit rating.

Very truly,

TRANSMITTAL FOR COLLECTION

Date:

To: _____
Collection Agency/Attorney

Address

City *State*

Gentlemen:

We are turning over the following accounts for collection. An expedited effort on your part to collect any sums will be greatly appreciated. Copies of supporting documents are attached hereto.

Account	Balance Owed
_____	_____
_____	_____
_____	_____
_____	_____

Very truly yours,

NOTICE OF DISHONOR OF CHECK

PLEASE TAKE NOTICE THAT a certain check, No. _____, dated _____, 19 _____, drawn by _____ on the _____ Bank of _____ for _____ Dollars \$ _____, payable to _____ or order and indorsed by you has been dishonored by nonpayment.

Unless we receive good funds for said amount within _____ days of receipt of this notice, we shall have no alternative but to commence appropriate legal action for its recovery.

Dated: _____

Signature

Address

City *State*

Sale of Personal Property

5

Introduction to Forms:

- **Sale of Personal Property**
- **Bill of Sale for Personal Property**
- **Option to Purchase Personal Property**

Forms:

- **Agreement for Sale of Automobile**
- **Bill of Sale of Automobile by
Individual to Individual**
- **Option to Purchase Personal Property**

Sale of Personal Property

Included here are forms for the casual sale of personal property - sales between individuals who are not merchants dealing on a day-to-day basis with the kind of property involved in the transaction. They can be used for the sale of an automobile, pleasure boat or a small airplane. In such transactions, the buyer usually inspects the property and buys it "as is." The buyer does look to the seller for a guaranty that the seller owns the property, that third parties have no claim to it, and that the seller has the right to make the sale and transfer full ownership.

Bill of Sale for Personal Property

Most casual sales of personal property are memorialized by a bill of sale and nothing more. A bill of sale is a document stating that title to the personal property described in the bill has been transferred by the seller to the party named in the bill. The bill should precisely describe the property sold, set out the consideration paid for the sale, and contain the seller's undertaking to defend the buyer's title to the property against third-party claims.

Option to Purchase Personal Property

An option to purchase personal property differs from a contract of sale in that the latter places a legal obligation upon the purchaser to complete the sale in the absence of some default by the seller. An option gives the prospective purchaser the right to choose not to buy the property without any liability other than the loss of the consideration paid for the option, if the agreement so provides.

AGREEMENT FOR SALE OF AUTOMOBILE

THIS AGREEMENT is entered into this _____ day of _____, 19_____, by and between _____ of _____ (the "Seller"), and _____ of _____ (the "Purchaser") with reference to the following facts:

RECITALS

A. Seller is the owner of that certain _____ automobile, model number _____, chassis number _____ (the "Automobile").

B. Purchaser desires to purchase and Seller desires to sell the Automobile on the terms and conditions hereinafter set forth.

THEREFORE, the parties agree as follows:

1. **SALE.** Seller hereby sells to Purchaser all of his right, title and interest in and to the Automobile, and Purchaser hereby purchases same from Seller upon the terms and conditions herein provided.

2. **PURCHASE PRICE.** The purchase price is \$_____ payable as follows: \$_____ upon the signing of this Agreement, receipt of which is acknowledged by Seller, and the balance in cash or by good certified check drawn on a local bank at the closing.

3. **CERTAIN COSTS.** Purchaser shall bear the cost of the (i) state license fee, registration fee, and all other fees required in connection with the consummation of the purchase of the Automobile and (ii) an automobile mechanic inspection charge of \$_____ and (iii) any sales tax payable in connection with the purchase of the Automobile.

4. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants to Purchaser that:

(a) Seller is the sole owner of and shall transfer to Purchaser good and marketable title to the Automobile free from any and all encumbrances, mortgages, pledges, liens, conditional sale agreements, security interests and other charges or encumbrances of any kind or nature.

(b) All authorizations, approvals, orders, licenses, permits, inspections, certifications, consents and other registrations, filings and requirements under federal, state, regional and local laws and regulations, including but not limited to U.S. Department of Transportation and Environmental Protection Agency clearances, and emission control and safety standards, necessary to the registration and lawful operation of the Automobile in the State of _____ have been obtained and complied with by the Seller.

(c) Seller specifically disclaims any warranties as to the physical and mechanical condition of the Automobile. Buyer acknowledges that he has inspected the Automobile and is purchasing it "as is." Seller will maintain the Automobile in its present condition, reasonable wear and tear excepted, until it is delivered to Buyer. Seller has owned the Automobile since _____, 19_____.

5. **DOCUMENTS TO BE DELIVERED TO BUYER.** At the closing, Seller will deliver to Buyer the certificate of title to the Automobile, properly indorsed, and an executed bill of sale with affidavit of title.

6. **DEFAULT OF SELLER OR BUYER.** If Buyer refuses to complete the purchase at the

time and place set for closing, Seller may retain the amount paid upon the signing of this Agreement as liquidated damages. If Seller refuses to complete the sale at the time and place set for closing, Seller's sole obligation shall be to return the amount paid upon the signing of this Agreement; upon payment of that sum to Buyer, Seller shall have no further liability.

INTENDING TO BE LEGALLY BOUND, the parties have signed this Agreement on the day and year first above written.

Seller

Buyer

BILL OF SALE OF AUTOMOBILE BY INDIVIDUAL TO INDIVIDUAL

1. **Description of Property Sold.** KNOW ALL MEN BY THESE PRESENTS that _____
_____, residing at _____
_____, (Seller), in consideration of the sum of \$ _____ paid by
_____, residing at _____
_____, (Buyer), receipt of which is acknowledged, has bargained, sold,
granted, and conveyed and by these presents does bargain, sell, grant, and convey unto Buyer
and Buyer's heirs, executors, administrators, and assigns, an Automobile described as follows:

Model _____
Year _____
Vehicle Identification No. _____
Motor ID No. _____
Odometer Reading _____
State of Registration _____

TO HAVE AND TO HOLD the same unto Buyer and Buyer's heirs, executors,
administrators, and assigns forever.

2. **Seller's Covenant to Defend Title.** Seller covenants and agrees to warrant and defend
title to the Automobile sold against any person, firm, corporation, or association.

3. **Certification of Ownership.** Seller certifies that he has owned the Automobile since
_____, 19_____.

4. **Date.** IN WITNESS WHEREOF, Seller has set his hand and seal this _____ day
of _____, 19 _____.

Seller

[Acknowledgment]

OPTION TO PURCHASE PERSONAL PROPERTY

1. **Introduction.** Agreement made _____, 19 _____ between _____
_____ residing at _____
_____, referred to as Seller hereinafter, and _____
_____ residing at _____,
Buyer hereinafter.

2. **Grant of Option.** In consideration of the sum of \$ _____, receipt of which is acknowledged by Seller, Seller grants to Buyer the option to purchase the following goods and chattels:

Describe the property sold

3. **Purchase Price.** The purchase price of the goods and chattels is \$ _____ payable in cash or good certified check at the time provided herein. The consideration paid for the grant of this option is exclusive of the purchase price and shall not be applied against it.

4. **Exercise of Option.** The option must be exercised by the Purchaser on or before _____, 19 _____ by notice in writing, mailed by registered or certified mail, return receipt requested, postage prepaid, to Seller at _____. Notice shall be deemed given and the option exercised on the date on which the notice is mailed.

5. **Completion of Sale.** No later than _____ days following the mailing of notice of the exercise of the option, Buyer shall pay Seller the purchase price. Upon receipt of the purchase price Seller will deliver to Buyer the goods and chattels together with a properly executed bill of sale with affidavit of title attached. Seller makes and will make no warranties as to the physical condition of the goods and chattels.

6. **Failure to Exercise Option or Complete Sale.** If Buyer fails to exercise his option in accordance with this Agreement or, having exercised his option, fails to pay the purchase price in the manner provided herein, this Agreement shall terminate and have no effect. Seller may retain the sum paid as consideration for the grant of the option, and Seller and Buyer shall have no liability to each other.

Seller

Buyer

Small Business 6

Introduction to Forms:

- **Fictitious Business Name**
- **Sale of Business**
- **Copyrights**
- **Trademark Application**
- **Trademark Assignment**

Forms:

- **Fictitious Business Name Application**
 - General Form
- **Agreement for Sale of Assets**
 - Short Form
- **Agreement for Sale of Business**
 - Sole Proprietorship
- **Non-Competition Covenant by Seller**
- **Pro-Forma Statement of Assets and Liabilities**
- **Pro-Forma Profit and Loss Statement**
- **Permission to Quote From Copyrighted Work**
- **Assignment of Copyright**
- **Trademark Application**
- **Assignment of Trademark**

Fictitious Business Name

A "fictitious business name" is a name that, (a) in the case of an individual, does not include the surname of the individual or suggests the existence of additional owners; (b) in the case of a partnership or other association of persons, does not include the surname of each general partner or suggests the existence of additional owners; or (c) in the case of a corporation, is one other than the corporate name stated in its articles of incorporation. A name that suggests an individual or partnership may legally transact business under a fictitious or assumed name, unless prohibited by statute, provided there is no fraudulent intent, infringement of trademarks or tradenames, or unfair competition. Most states have statutes regulating the conduct of business under a name that does not disclose the names of the interested persons, such statutes having the object of protecting the public by giving them information as to the persons with whom they deal, so as to afford protection against fraud and deceit.

Included here is a general application form used for the purpose of conducting business under a fictitious name. You may want to use preprinted forms available in your area. Most jurisdictions also require you to publish a notice of intent to conduct business under a fictitious name in a newspaper of general circulation. Follow the local custom.

Sale of Business

The sale of any business, even a sole proprietorship of moderate size, can be a complicated transaction. The type of business organization plays an important role in determining the manner in which a going business is sold or transferred. The sale of assets is the only method available to a sole proprietorship, partnership, or joint venture that wishes to sell a going business. The corporation can accomplish the sale of a going business by a sale of its assets, by the sale of stock, or by statutory merger.

In a sale of a business, only those properties specifically set forth in the contract of sale will be transferred to the buyer. It is, therefore, important to designate the properties being sold. For example, the sale may require the transfer of the business site and other real property, the assignment of a lease, the transfer of goodwill, equipment, furniture, fixtures, merchandise, and stock in trade, the transfer of the business name, patents, tradenames, trademarks, copyrights, licenses, permits, insurance policies, notes, accounts receivables, securities for debts, contracts, cash on hand and on deposit, and numerous other tangible or intangible properties. It is often preferable to include a broad transfer provision to insure that the entire business is transferred to the buyer, and then to exclude from the transfer assets that are to be retained by the seller.

Provisions must be included relating to the amount of consideration to be paid, its nature, whether cash, stock or property, the time and manner of payment, and whether it is to be allocated among the various assets sold.

The manner in which the sale price is allocated among the business assets, particularly its goodwill and the seller's agreement not to compete with the new owners (the restrictive covenant) has tax ramifications for seller and buyer. Tax counsel must be sought before the agreement is drafted.

Copyrights

All fruits of intellectual effort can be protected by copyrights. The product must be fixed in a tangible form and be a result of original creative authorship. Generally, the ownership of a copyright belongs to the author of the work. However, he may assign the rights to his work. Also, other persons may make a "fair use" of a copyrighted work, which in fact limits the exclusive right of copyright owners.

Works produced prior to January 1, 1978 are governed by the Copyright Act of 1909; those produced after this date are governed by the Copyright Act of 1976, Title 17 of the United States Code.

Trademark Application

Under federal law, the term "trademark" includes any word, name, symbol, device, or combination of these items adopted and used by a manufacturer or merchant to identify his or her goods and distinguish them from those manufactured or sold by others. Registration of trademarks in the U.S. Patent and Trademark Office is regulated by the Lanham Trademark Act. An application (individual, partnership or corporation) for federal registration of a trademark may be obtained from the same office in a booklet called "General Information Concerning Trademarks."

Trademark Assignment

Since a trademark is merely a symbol of the goodwill of a business, it cannot be separated from the goodwill it symbolizes. The right to use a trademark or tradename, however, may generally be transferred to another in connection with a transfer of the product or business with which the mark has become identified. An absolute assignment of a trademark or tradename, together with the goodwill associated therewith, ordinarily transfers all rights of the assignor with respect to the use of the mark. In the absence of any express provision to the contrary in the assignment or a related instrument, it is generally held that after the assignment the assignor may not use any of the marks or labels so transferred in competition with the assignee.

Caution: An assignment of a trademark without an assignment of the goodwill associated with it is invalid and may result in an abandonment of the mark.

FICTITIOUS BUSINESS NAME APPLICATION - GENERAL FORM

To: _____
Secretary of State, or other public official

Address

City *State*

Pursuant to _____ *[cite statute]*, relating to the conduct of business under _____ [a fictitious or an assumed] name, the undersigned _____ [person or persons or partnership or corporation] who _____ [is or are, or will be,] carrying on business in _____ *[state]* under _____ [a fictitious or an assumed] name, hereby present(s) for filing the following application in the office of _____ *[the Secretary of State or other public official]*:

1. The nature of the business is: _____.
2. The business will be conducted at _____;
City of _____, County of _____, State of _____.
3. Full Name of Registrant: _____
Residence Address _____
City, State, Zip _____
If corporation, show state of incorporation _____

Dated: _____, 19_____. _____
[Signature(s)]

[Acknowledgment]

If Registrant a corporation, sign below:

Corporation Name _____

Signature & Title _____

Type Officer's Name & Title _____

AGREEMENT FOR SALE OF ASSETS - SHORT FORM

THIS AGREEMENT is made this _____ day of _____, 19 _____, between _____ residing at _____, in the City of _____, State of _____, (or _____, a corporation duly organized and existing under the laws of the State of _____, having a principal place of business at _____, City of _____, State of _____), (the "Seller"), and _____ residing at _____, City of _____, State of _____, (the "Purchaser").

The Seller desires to sell and the Purchaser desires to buy all of the assets of the business heretofore operated by the Seller known as _____, (the "Business") on the terms and conditions hereinafter set forth.

THEREFORE, the parties agree as follows:

1. Sale of Assets. The Seller shall sell to the Purchaser, who agrees to purchase free from all liabilities and encumbrances, all of the assets of the Business, including the lease to the premises from which the Business is presently conducted (the "Lease"), the trade name under which the Business is conducted, and the goodwill of the Business as a going concern, all as more specifically enumerated in the schedule thereof annexed hereto as Exhibit "A" (the "Assets").

2. Price. The purchase price shall be \$ _____ to be allocated to the various Assets of the Business as follows:

(a) Goodwill.....	\$ _____
(b) Furniture, fixtures, furnishings, shelves and other equipment.....	\$ _____
(c) Merchandise and stock in trade on premises or to be delivered.....	\$ _____
(d) Lease of business property.....	\$ _____
(e) Contracts entered into by Seller.....	\$ _____
(f) Restrictive covenant.....	\$ _____
Total.....	\$ _____

3. Payment of Price. The purchase price shall be paid as follows: \$ _____ on the signing of this contract, the receipt of which is hereby acknowledged; the balance of \$ _____ on the closing of this contract.

4. Closing. This contract shall close at the office of _____, attorney for the Seller, at _____, City of _____, State of _____, on the _____ day of _____, 19 _____, at _____ o'clock. At the time of the closing, the Seller shall deliver to the Purchaser a bill of sale, an assignment of the Lease, with the written approval of the landlord to the assignment thereof, and any and all other instruments of sale, conveyance or assignment that may be required for the proper transferring by the Seller to the Purchaser of all of the assets of the Business.

5. Prorations. At the time of closing adjustments will be made for rent, premiums on insurance, payroll and payroll taxes (and any other items to be adjusted), the net amount of which adjustments shall either increase or decrease the purchase price, as the case may require.

This Agreement has been signed on the day and year first above written.

Purchaser

Seller

AGREEMENT FOR SALE OF BUSINESS - SOLE PROPRIETORSHIP

AGREEMENT MADE _____, 19____, between _____
_____ of _____
City of _____, County of _____, State of _____,
herein referred to as Seller and _____
_____, of _____, City of _____,
County of _____, State of _____,
herein referred to as Buyer.

The parties recite and declare:

1. Seller now owns and conducts a _____,
Describe the Business
doing business as _____ at _____
_____, City of _____, County of _____,
State of _____.

2. Seller desires to sell and Buyer desires to buy such business for the price and on the terms and conditions hereinafter set forth.

For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties hereto, Seller and Buyer covenant and agree:

1. Sale of Business. Seller agrees to sell and Buyer agrees to purchase, free from all liabilities and encumbrances, the above-described business, including the lease to such premises, the goodwill of the business as a going concern, all of Seller's rights under its contracts, licenses, and agreements, and all assets and property owned and used by Seller in such business as specified in Exhibit A, other than property specifically excluded. This sale does not include the cash on hand or in banks at the date of closing or such other property as is listed in Exhibit B.

2. Consideration. In consideration for the transfer of the above-described business from Seller to Buyer, Buyer shall pay to Seller the sum of _____ Dollars (\$ _____), which Seller shall accept from Buyer in full payment therefor, subject to the terms and conditions herein contained.

3. Allocation of Purchase Price. The purchase price of _____ Dollars (\$ _____) shall be allocated to the various assets of the business as follows:

(a) The premises at _____	\$ _____
(b) Equipment, furniture, and fixtures	\$ _____
(c) Goodwill.....	\$ _____
(d) Stock in trade on premises or to be delivered prior to closing day.....	\$ _____
(e) Notes and accounts receivable.....	\$ _____
(f) Outstanding contracts.....	\$ _____
Total.....	\$ _____

4. Terms of payment. The purchase price shall be paid by Buyer to Seller as follows: The sum of _____ Dollars (\$ _____) on the signing of this contract, to be held by Seller's attorney as escrow agent until the closing of this sale, and to be paid by the escrow agent to Seller at the closing; the balance of _____ Dollars (\$ _____), in cash or by certified check, shall be paid to Seller at the time of closing.

5. Adjustments at Closing. Adjustments shall be made at the time of closing for all operating expenses including, but not limited to, rent, insurance premiums, utility charges, payroll, and payroll taxes.

6. Time of Closing. The closing shall take place at the office of Seller's attorney, _____, at _____, on _____, 19____, at _____ o'clock _____m. Upon payment of the portion of the purchase price then due to Seller, Seller shall deliver to Buyer such instruments of transfer as are necessary to transfer to Buyer the business and property referred to herein. Such instruments of transfer shall effectively transfer to Buyer full title to the business and property free of all liens and encumbrances.

7. Covenant Not to Compete. Seller shall not engage in a business similar to that involved in this transaction in any capacity, directly or indirectly, within _____ for a period of _____ years
Describe geographical area
from the date of closing or so long as Buyer or his successors carry on a like business, whichever first occurs. For purposes of this Agreement, "business similar to that involved in this transaction" includes within its scope _____
Specify

8. Representations of Seller. Seller represents and warrants that:

(a) He is duly qualified under the laws of the State of _____ to carry on the business as now owned and operated at _____.

(b) He is the owner of and has good and marketable title to the property involved in this sale, free of all restrictions on transfer or assignment and of all encumbrances except for those disclosed in Exhibit C.

(c) No proceedings, judgments, or liens are now pending or threatened against him or against the business.

(d) Seller has complied with, and is not in violation of, all applicable federal, state, and local statutes, laws, and regulations affecting Seller's properties or the operation of Seller's business.

(e) He will, up to the date of closing, operate his business in the usual and ordinary manner and will not enter into any contract except as may be required in the regular course of business.

9. Risk of Loss by Fire. Seller assumes all risk of destruction, loss, or damage by fire prior to the closing of this transaction. If any such destruction, loss, or damage amounts to more than _____ Dollars (\$ _____), Buyer may at his option terminate this Agreement. In such an event, the escrow agent shall forthwith pay to Buyer the purchase money held by him, and the escrow agent shall be discharged from all liability therefor.

10. Assumption of Liabilities. Buyer agrees to assume those contracts listed in the attached schedule of property, Exhibit A, and those liabilities that arise in the ordinary course of Seller's business after the signing of this Agreement but before closing. Buyer shall not be liable for any of the obligations or liabilities of Seller of any kind and nature other than those specifically mentioned herein. Buyer will indemnify Seller against any and all liability under the contracts and

obligations assumed hereunder, provided that Seller is not in default under any of such contracts or obligations at the date of closing.

11. Modification. No alteration or other modification of this Agreement shall be effective unless such modification shall be in writing and signed by the parties.

12. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement at _____
_____ the day and year first above written.

Seller

Buyer

Attachments:

Exhibit A: Schedule of Assets Included

Exhibit B: Schedule of Assets Excluded

Exhibit C: Schedule of Encumbrances

NON-COMPETITION COVENANT BY SELLER

To induce the Purchaser to enter into this Agreement, to pay the purchase price herein provided and to otherwise perform the obligations hereunder, the Seller hereby covenants to the Purchaser as follows:

(a) He will not for a period of _____ years from the date fixed for the closing, engage, directly or indirectly, in the business of buying, selling, brokering, importing, exporting, or manufacturing items or products of any kind whatsoever related to the sale of this business or, that he will not during such period of time be connected or have any financial or other interest, directly or indirectly, with any person, firm, or corporation engaged in any of such businesses, and that he will not act in any capacity for another person, entity or corporation engaged in any of such businesses, whether as employee, agent, principal, consultant or otherwise.

(b) The covenant of the Seller referred to in subparagraph (a), above, may be assigned by the Purchaser to any person, firm or corporation to whom may be transferred the assets, the intention of the parties being that the said covenant on the part of the Seller shall inure to the benefit of any person, firm or corporation that may succeed to the interests acquired by the Purchaser hereunder, with the same force and effect as if the said covenant had been made directly to such successor.

PRO-FORMA STATEMENT OF ASSETS AND LIABILITIES

AS OF _____

ASSETS:

Cash on Hand	\$ _____	
Cash in Bank	_____	
Notes Receivable	_____	
Accounts Receivable	_____	
Securities	_____	
Finished Inventory	_____	
Work-in-Process Inventory	_____	
Raw Materials	_____	
Supplies on Hand	_____	
Total Current Assets		\$ _____
Real Estate	\$ _____	
Less: Depreciation	(_____)	
Equipment & Machinery	_____	
Less: Depreciation	(_____)	
Trucks & Vehicles	_____	
Less: Depreciation	(_____)	
Cash Value Life Insurance	_____	
Other Assets	_____	
Total Long Term Assets		\$ _____
TOTAL ASSETS		\$ _____

LIABILITIES

Notes Payable to Banks \$ _____

Notes Payable to Others _____

Accounts Payable _____

Mortgages, Lease, Contracts Payable _____

Accrued Liability - Interest _____

Accrued Liability - Wages _____

Accrued Liability - Taxes _____

Other _____

TOTAL LIABILITIES \$ _____

Net Worth

Owner's Equity \$ _____

TOTAL LIABILITIES & NET WORTH \$ _____

PRO-FORMA PROFIT AND LOSS STATEMENT

For the Period From _____ To _____

Gross Sales	\$	_____	
Less: Returns & Allowances		_____	
Net Sales			\$ _____
Cost of Sales			
Beginning Inventory	\$	_____	
Purchases		_____	
Ending Inventory		_____	
Cost of Goods Sold			\$ _____
Gross Profit Margin			\$ _____
Operating Expenses			
Salaries - Executive & Administrative	\$	_____	
Salaries - Sales, Other		_____	
Advertising		_____	
Rent		_____	
Depreciation & Amortization		_____	
Delivery		_____	
Insurance		_____	
Interest		_____	
Automobile		_____	
Repairs & Maintenance		_____	
Office Supplies & Postage		_____	
Accounting & Legal		_____	
Bad Debts		_____	
Contributions		_____	
Entertainment & Promotion		_____	
Dues & Subscriptions		_____	

Janitorial, Waste Disposal _____

Telephone _____

Utilities _____

Taxes & Licenses _____

Payroll Taxes _____

Travel _____

Total Operating Expenses \$ _____

Net Income (or Loss) from Operations \$ _____

Other Income \$ _____

Net Income (or Loss) for the Period \$ _____

PERMISSION TO QUOTE FROM COPYRIGHTED WORK

Date: _____, 19____

To: _____
Author/Publisher

Address

City

Zp

Re: _____
Specify publication, article or other material to be quoted

Dear Sir:

I would like to ask your permission to quote from and reprint portions of the article specified above in a book (article) I'm presently preparing. The book is entitled _____, and deals with subject matter of _____. Any material quoted from your article will carry proper attribution.

If this is acceptable to you, would you please sign and return the release form below. A duplicate is enclosed for your files. I appreciate your kind consideration.

Sincerely,

(Signature)

Release from Copyright Holder

Permission is hereby granted to quote from and reprint the material specified above. A credit line to acknowledge source of the material is _____ (is not _____) required.

Dated: _____, 19____

Signature

Title

ASSIGNMENT OF COPYRIGHT

ASSIGNMENT made this _____ day of _____, 19____, by
_____, of _____
_____ (Assignor) to _____
of _____ (Assignee).

The Assignor, in consideration of the sum of \$_____ and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby sell, transfer, and assign to the Assignee all the Assignor's rights, title, and interest in and to the copyright heretofore secured by the Assignor for the following original work:

(Title)

By: _____
(Author)

Published on the _____ day of _____, 19____

Copyright Registration No. _____

of which the Assignor is the proprietor.

This grant includes, without limitation, the right to secure copyrights for the work anywhere in the world and to have and hold all rights of whatever nature existing under the copyright herein transferred and all other copyrights hereinafter secured.

Assignor

(Acknowledgment)

TRADEMARK APPLICATION

FORM

TRADEMARK APPLICATION, PRINCIPAL REGISTER, WITH DECLARATION (Individual)	<small>MARK (Identify the mark)</small> <hr/> <small>CLASS NO. (if known)</small>
TO THE COMMISSIONER OF PATENTS AND TRADEMARKS:	
<small>NAME OF APPLICANT, AND BUSINESS TRADE NAME, IF ANY</small> <hr/>	
<small>BUSINESS ADDRESS</small> <hr/>	
<small>RESIDENCE ADDRESS</small> <hr/>	
<small>CITIZENSHIP OF APPLICANT</small> <hr/>	
<p>The above identified applicant has adopted and is using the trademark shown in the accompanying drawing¹ for the following goods: _____</p> <hr/> <p>and requests that said mark be registered in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946.</p> <p>The trademark was first used on the goods² on _____ : was first used on the goods² in _____</p> <p style="text-align: center;"><small>(date)</small></p> <p>_____ commerce³ on _____</p> <p style="text-align: center;"><small>(type of commerce)</small> <small>(date)</small></p> <p>and is now in use in such commerce.</p> <p style="text-align: center;">4</p> <hr/> <p>The mark is used by applying it to⁵ _____</p> <hr/> <p>and five specimens showing the mark as actually used are presented herewith.</p> <p style="text-align: center;">6</p> <hr/> <p style="text-align: center;"><small>(name of applicant)</small></p> <p>being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any registration resulting therefrom, declares that he/she believes himself/herself to be the owner of the trademark sought to be registered; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use said mark in commerce, either in the identical form or in such near resemblance thereto as may be likely, when applied to the goods of such other person, to cause confusion, or to cause mistake, or to deceive; the facts set forth in this application are true; and all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.</p> <p style="text-align: right; margin-right: 50px;">_____ <small>(signature of applicant)</small></p> <p style="text-align: right; margin-right: 50px;">_____ <small>(date)</small></p>	

REPRESENTATION

If the applicant is not domiciled in the United States, a domestic representative must be designated. See Form 4.4.

If applicant wishes to furnish a power of attorney, see Form 4.2. An attorney at law is not required to furnish a power.

FOOTNOTES

1 If registration is sought for a word or numeral mark not depicted in any special form, the drawing may be the mark typed in capital letters on letter-size bond paper; otherwise, the drawing should be made with India ink on a good grade of bond paper or on bristol board.

2 If more than one item of goods in a class is set forth and the dates given for that class apply to only one of the items listed, insert the name of the item to which the dates apply.

3 Type of commerce should be specified as "interstate," "territorial," "foreign," or other type of commerce which may lawfully be regulated by Congress. Foreign applicants relying upon use must specify commerce which Congress may regulate, using wording such as commerce with the United States or commerce between the United States and a foreign country.

4 If the mark is other than a coined, arbitrary or fanciful mark, and the mark is believed to have acquired a secondary meaning, insert whichever of the following paragraphs is applicable:

a) The mark has become distinctive of applicant's goods as a result of substantially exclusive and continuous use in _____ commerce for the five years next preceding the date of filing of this application.
(Type of commerce)

b) The mark has become distinctive of applicant's goods as evidenced by the showing submitted separately.

5 Insert the manner or method of using the mark with the goods, i.e., "the goods," "the containers for the goods," "displays associated with the goods," "tags or labels affixed to the goods," or other method which may be in use.

6 The required fee of \$175.00 for each class must be submitted. (An application to register the same mark for goods and/or services in more than one class may be filed; however, goods and/or services and dates of use, by class, must be set out separately, and specimens and a fee for each class are required.)

ASSIGNMENT OF TRADEMARK

Mark _____

Registration No. _____

Date of Registration _____, 19 _____.

Class No. _____

Assignor:

Name of Registrant or Assignor

Business Trade Name, if any

Business Address

Residence Address

Assignee:

Name of Assignee

Business Trade Name, if any

Business Address

Residence Address

Citizenship of Assignee

Assignor is, and has been, the owner of the above trade-mark since _____,
19 _____ [*the date of registration*].

For valuable consideration received, Assignor hereby grants and assigns to Assignee Assignor's entire interest in the trademark and its registration, together with _____ [*either: the goodwill of the business in which the mark is used or that part of the goodwill of Assignor's business connected with the use of and symbolized by the mark*].

Signature of Assignor

Name of Assignor

Title of Assignor

[Acknowledgment]

Partnership 7

Introduction to Forms:

- Partnership - In General
- Commercial Partnerships
- Partnership Agreement - Short Form
- General Form of Partnership Agreement
- Professional and Personal Service Partnerships
- Buy - Sell Agreements
- Assignment and Sale of Partnership Interest

Forms:

- Partnership Agreement - Short Form
- General Form of Partnership Agreement
- Personal Services Partnership
- Assignment of Partnership Interest
- Sale of Partnership Interest to Third Party
- Agreement for Purchase and Sale of Partnership Interest of Deceased Partner
 - Entity Purchase Plan
 - Cross Purchase Plan
- Withdrawing Partner
 - Notice of Withdrawal
 - Option of Remaining Partners to Purchase Interest
 - Valuation of Share of Partnership

Partnership - In General

A partnership is both a legal and a personal relationship and is defined by the Uniform Partnership Act, which has been enacted as legislation in a majority of states and the District of Columbia, as "an association of two or more persons to carry on as co-owners a business for profit."

Partnerships are distinguished from other similar business enterprises, such as joint ventures, corporations, nonprofit associations, and multiple party ownership of property. In a partnership, there is a prolonged purpose for the operation of the business form, and it generally operates for a term of years, thus differing from a joint venture in duration. Partners are liable for the partnership debts; the acts of each partner may separately bind the partnership under the principles of agency law; and one person cannot own or form a partnership, thus distinguishing it from a corporate form of business. A partnership also requires a commonality of interests, purposes, and management not required in a simple joint ownership of property. Once established, a partnership may continue in existence almost indefinitely, so long as the partnership agreement so provides.

While a partnership has the disadvantages of each partner being liable for the obligations of the partnership and the acts of his copartners, and being taxed proportionately on the income of the partnership, situations that do not affect corporate shareholders, there are certain advantages a partner enjoys that a corporate shareholder does not. A partner is generally in a much smaller group, has a more direct voice in the control of the business management and policy, is entitled to act on behalf of, and to bind, the partnership, and is entitled to participate in the operation of the partnership.

There are several classifications of partnerships: Examples include commercial, professional, personal services, etc.

Commercial Partnerships

Commercial partnerships are sometimes called trading partnerships and are usually associated with the business of buying and selling of product. They require working capital for their operation.

A commercial partnership agreement has all the provisions and considerations required of other partnership agreements. The purpose clause should be drafted in a manner to lend itself to expansion of product lines. The duties of the various partners as to the management of the business and the amount of time devoted to the business should be carefully detailed.

Partnership Agreement - Short Form

This form is a short partnership agreement that provides for equal rights and duties among the partners. It may be used in forming two-member or other small partnerships when the partners will work actively in the partnership business and will depend on it for at least a portion of their yearly income. Accordingly, this form contains provisions authorizing payment of specific salaries to the partners and requiring them to devote their full time and efforts to the partnership business. This form allows the remaining partner to continue the partnership business upon the co-partner's death or withdrawal by exercising an option to purchase the outgoing partner's interest. This short form is designed to be used by smaller, less formal commercial partnerships. It assumes that the fiscal affairs of the partnership will be fairly straightforward.

General Form of Partnership Agreement

This form is a detailed partnership agreement for partnerships that will engage in commercial operations and in which the partners will be personally active. It provides for separate capital and income accounts, with the balance of the income accounts at the end of each fiscal year to be transferred to the capital accounts. It provides each partner with a drawing account but does not pay the partners salaries for their efforts in the partnership business.

This form also contains guidelines for retaining or terminating a disabled partner's interest in the partnership. It allows surviving or remaining partners to purchase a deceased or withdrawing partner's interest, the price of which is to be determined by appraisal.

Professional and Personal Service Partnerships

A professional or personal service partnership is a particular type of partnership that has as its purpose either the practice of profession or the sale of personal services, as contrasted to the sale of tangible property.

The chief characteristic of this type of partnership is that partnership income is produced by personal services, and generally, there is no need for large amounts of capital or for substantial inventories or equipment. Typically, capital is needed only for the purchase and maintenance of the items needed to serve the clientele of the partnership and of the individual partners.

Another major factor in a professional or personal service partnership is that of goodwill. Because the income of the partnership is derived from the personal services of the partners, the goodwill or reputation of the partnership is of prime importance. As the partnership matures, the skill, reputation, and clientele ordinarily increase. Difficult problems concerning the valuation of the interest of a retiring, withdrawing, or deceased partner are thus apt to be present in this type of partnership.

Such partnerships fall in the noncommercial class and are typically organized by attorneys, physicians, contractors and builders, farmers. Also included are partnerships to carry on real estate, insurance, and loan business. In a professional partnership, the partners may have to be licensed to practice the particular profession.

Buy-Sell Agreements

Buy-sell agreements among partners are generally designed to provide for continuation of the partnership after the death of a partner by purchasing the deceased partner's interest through insurance proceeds from policies on the lives of the partners. Insurance is the most desirable means to provide for such funding especially where the partnership profits have been used to expand the business and the surviving partners or the partnership are without immediate funds with which to purchase the interest of the deceased partner.

There are basically two kinds of plans: Entity Purchase Plan and Cross Purchase Plan.

Under the entity purchase plan, the partnership itself owns the insurance policies on the lives of the partners and collects the proceeds thereof in order to purchase the interest of a deceased partner. Under the alternative method, the cross purchase plan, each partner purchases and owns a policy on the life of each of the other partners, and uses the proceeds thereof to purchase the deceased

partner's interest. The latter plan is often drafted in the form of a trust agreement, under which a trustee owns all the policies. The principal purpose of the trustee is to serve as an escrow agent on the death of a partner. It may be valuable to have a disinterested third party as trustee to assure that the purchase price is accurately computed and that the transaction is carried out in a fair manner.

Assignment and Sale of Partnership Interest

A partner may sell his interest in the partnership to a third party, a person not a partner in the partnership. Generally, unless the partnership agreement provides otherwise, such a sale of partnership interest cannot be made against the will and consent of the other partners.

An agreement to sell a partnership interest to a third party should contain provisions defining the seller's authority to dispose of the interest, the purchaser's duties and liabilities regarding the interest, and his rights to participation in the partnership, if any, and the consent of the remaining partners. Provisions should also be included defining any changes in the relationship of the partners resulting from the sale, including changes in contributions, share of profits or losses, or specific duties.

PARTNERSHIP AGREEMENT - SHORT FORM

THIS AGREEMENT is made on _____, 19_____, by and between _____ of _____, and _____ of _____, referred to as Partners on the terms and conditions hereinafter set forth.

1. Partnership - Type of Business. The Partners shall associate to form a General Partnership for the purpose of _____ and any other businesses agreed upon by the Partners.

2. Partnership Name. The Partnership name shall be _____.

3. Partnership Term. The Partnership shall commence on _____, 19_____, and shall continue until dissolved by agreement of the Partners or terminated under the provisions of this Agreement.

4. Place of Business. The Partnership's principal place of business shall be at _____, City of _____, County of _____, State of _____. The Partnership shall maintain any other place or places of business agreed upon by the Partners.

5. Initial Capital. The Partnership's initial capital shall be \$_____. Each Partner shall contribute toward the initial capital by depositing the following amounts in the Partnership checking account at the _____ Office of the _____ Bank in the City of _____, State of _____, on or before _____, 19_____:

_____ shall contribute \$_____

_____ shall contribute \$_____

6. Capital Withdrawals. No Partner shall withdraw any portion of the Partnership capital without the other Partner's express written consent.

7. Fiscal Year. The Partnership's fiscal year shall end on _____ each year.

8. Books of Account. Books of account of the transactions of the Partnership shall be kept at the principal place of business, and shall be at all times open to the inspection of any Partner. Each Partner shall cause to be entered on the books a just and true account of all his dealings, receipts, and expenditures for or on account of the Partnership.

9. Accountings. Complete accountings of the Partnership affairs at the close of business on the last day of each quarter of each year shall be rendered to each Partner within _____ days after the end of each quarter. At the time of each accounting, the net profits of the Partnership shall be distributed to the Partners as provided in this Agreement. Except as to errors brought to the Partners' attention within _____ days after it is rendered, each accounting shall be final and conclusive.

10. Profits and Losses. Each of the Partners shall share in the profits and losses of the business on the following basis: _____

11. Time Devoted to Partnership. Each Partner shall devote undivided time to and use utmost skill in the Partnership business.

12. Management and Authority. Each Partner shall have an equal right in the management of the Partnership. Each Partner shall have authority to bind the Partnership in making contracts and incurring obligations in the Partnership name or on its credit. No Partner, however, shall incur obligations in the Partnership name or on its credit exceeding \$_____ without the other Partner's express written consent. Any obligation incurred in violation of this provision shall be charged to and collected from the Partner who incurred the obligation.

13. Withdrawals for Living Expenses. Each of the Partners shall be permitted to draw from the funds of the Partnership _____ Dollars (\$_____) per month for his living expenses. Such sums so drawn shall be charged to him and at the annual accounting shall be charged against his share of the profits. If his share of the profits does not equal the sum so drawn, he shall at once become obligated to pay the deficiency to the Partnership. Such deficiency shall draw interest at the rate of _____ per cent (_____%) per annum until paid.

14. Net Profits Defined. The term "net profits," as used in this Agreement, shall mean the Partnership net profits as determined by generally accepted accounting principles for each accounting period specified in this Agreement.

15. Withdrawal of Partner. Upon _____ days written notice of intent to the other Partner, either Partner may withdraw from the Partnership at the end of any accounting period specified in this Agreement.

16. Option to Purchase Terminated Interest. On dissolution of the Partnership by the death, withdrawal, or other act of either Partner, the remaining Partner may continue the Partnership business by purchasing the outgoing Partner's interest in the Partnership assets and goodwill. The remaining Partner shall have the option to purchase the outgoing Partner's interest by paying to the outgoing Partner or the appropriate personal representative the value of the outgoing Partner's interest as determined under this Agreement.

17. Purchase Price of Partnership Interest. On exercise of the option to purchase terminated Partner's interest, the remaining Partner shall pay to the outgoing Partner or his appropriate personal representative the value of the outgoing Partner's Partnership interest as determined by the last regular accounting preceding dissolution plus the full unwithdrawn portion of the outgoing Partner's share in net profits earned between the date of such accounting and the date of dissolution.

18. Buy and Sell on Partner's Death. If the Partnership is dissolved by the death of either Partner, the remaining partner shall have _____ days from the date of death in which to purchase the deceased Partner's partnership interest. The purchase price for the deceased Partner's interest shall be determined as provided for in this Agreement. During the _____ day period following either Partner's death, the remaining Partner may continue the Partnership business. The liability of the deceased Partner's estate for Partnership obligations incurred during the period of continuation shall be limited to the amount that the deceased Partner had invested or involved with the Partnership at the time of death and that is includable in the deceased Partner's estate. The deceased Partner's estate shall be entitled, at the election of the personal representative, to either one half of the Partnership profits earned during the period of continuation or to interest at _____ per cent

(_____ %) per annum for the Partnership's use of the deceased Partner's interest during the period of continuation.

19. Duties of Purchasing Partner. On any purchase and sale made pursuant to this Agreement, the remaining Partner shall assume all Partnership obligations. The remaining Partner shall hold the withdrawing Partner or the deceased Partner's estate and personal representative, as well as any property belonging to either a withdrawing or deceased Partner, free and harmless from all liability for Partnership obligations. Immediately upon purchase of a withdrawing or deceased Partner's interest, the remaining Partner shall prepare, file, serve, and publish all notices required by law to protect the withdrawing Partner or the deceased Partner's estate and personal representative from liability for future Partnership obligations.

20. Dissolution. The Partners may agree to dissolve the Partnership for any reason. On dissolution of the Partnership, the Partnership affairs shall be wound up, the Partnership assets liquidated, its debts paid, and the surplus divided among the Partners according to their then net worths in the Partnership business.

21. Notices. All notices between the Partners shall be in writing and shall be deemed served when personally delivered to a Partner, or when deposited in the United States mail, certified, first-class postage prepaid, addressed to a Partner at the Partnership's principal place of business or to such other place as specified by such Partner.

22. Consents and Agreements. All consents and agreements provided for or permitted by this Agreement shall be in writing. Signed copies of all consents and agreements pertaining to the Partnership shall be kept with the Partnership books.

23. Goodwill. On all accountings provided for in this Agreement, the goodwill of the Partnership business shall be valued at one dollar (\$1) and no more.

24. Sole Agreement. This instrument contains the Partners' sole agreement relating to their Partnership. It correctly sets out the Partners' rights and obligations. Any prior agreements, promises, negotiations, or representations not expressly set forth in this instrument have no force or effect.

Executed _____, 19 _____ at _____

Partner

Partner

GENERAL FORM OF PARTNERSHIP AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 19____
between _____ whose address is _____
_____, and _____
_____, whose address is _____
referred to as Partners hereinafter.

The Partners desire to associate together to form a Partnership for the purpose of engaging in the business of _____ and in such other related businesses as may be agreed on by the Partners.

THEREFORE, the Partners agree:

1. **Name of Partnership.** The name of the Partnership shall be _____.

2. **Term of Partnership.** The Partnership shall commence on _____, 19____ and shall continue for a period of _____ years unless sooner terminated as provided in this Agreement.

3. **Place of Business.** The Partnership's principal place of business shall be at _____, in the City of _____, State of _____, or at any other place or places as may be agreed on by the Partners.

4. **Capital Contribution.** The initial capital contribution of each Partner to the Partnership shall be as follows:

Name	Amount Contributed
_____	\$ _____
_____	\$ _____

5. **Capital Accounts.** A separate capital account shall be maintained for each Partner. As to each such capital account:

- a. a Partner shall not withdraw any part thereof;
- b. if it becomes impaired, such Partner's share of subsequent Partnership profits shall be first credited to his capital account until that account has been restored before such profits are credited to his income account;
- c. upon the demand of either Partner, it shall be maintained at all times in the proportion in which the Partners share in the profits and losses of the Partnership; and
- d. no interest shall be paid thereon.

6. **Profits and Losses.** The net profits and net losses of the Partnership shall be divided or borne between the Partners in the following proportions:

Name	% Profit or Loss
_____	_____ %
_____	_____ %

7. Salary. No salary shall be paid to the Partners, but each Partner shall be entitled to withdraw from the receipts of the business of the Partnership, such amounts as the Partners shall from time to time agree. Such withdrawals shall be credited against each Partner's share of the profits of the Partnership.

8. Income Accounts. A separate income account shall be maintained for each of the Partners. As to each Partner's income account:

- a. each Partner's share of the profits of the Partnership shall be credited;
- b. each Partner's share of the losses of the Partnership shall be charged;
- c. each Partner's withdrawals from the receipts of the business of the Partnership shall be charged.

9. Financial Statements. At the end of each year during the continuance of the Partnership, a balance sheet and income statement shall be prepared in accordance with generally accepted accounting practices showing the assets and liabilities of the Partnership as of such date and the profits and losses of the Partnership for the year then ended. Each Partner shall be provided with a copy of the financial statements. If it appears that during any year a Partner has withdrawn from the receipts of the business of the Partnership more than the others or has withdrawn a sum in excess of his share of the Partnership profits, then such Partner shall repay such overpayment to the Partnership. Further, if it appears that there are profits in excess of the amount necessary to maintain the working capital of the Partnership and to pay any outstanding debts, such profits shall be divided between and paid to the Partners.

10. Management. The Partners shall have equal rights to participate in the management of the Partnership business, and each Partner shall devote his entire time to the conduct thereof.

11. Bank Account. All funds of the Partnership shall be deposited in its name in the _____ Bank, _____ branch or such other depository as may hereafter be agreed upon between the Partners, in such account as shall be designated by them. All withdrawals therefrom are to be made by checks signed by both Partners.

12. Books and Records. The Partnership shall keep proper books of account of all transactions of the Partnership at its place of business, and such books shall be at all times open to the inspection of either Partner.

13. Restrictions on Partners' Powers. Neither Partner shall without the consent of the other:

- a. compromise or release any debt due the Partnership except upon full payment thereof;
- b. engage in any transaction on behalf of the Partnership of any kind other than those necessary for the transaction of the business of the Partnership;
- c. make any contract on account of the Partnership requiring the expenditure of more

than _____ Dollars;

- d. make or endorse either in the name of the Partnership or the other Partners, any note, or act as an accommodation party or otherwise become surety for any person;
- e. on behalf of the Partnership borrow or lend money, make, deliver or accept any commercial paper or execute any mortgage, bond, lease or other obligation requiring the payment of money, or purchase or contract to purchase or sell any property for or of the Partnership other than the type of property bought and sold in the regular course of its business;
- f. assign, mortgage, grant a security interest in, or sell his share in the Partnership or in its capital, assets, or property or any part thereof, or enter into any agreement as a result of which any person shall become interested with him in the Partnership; or
- g. do any act detrimental to the best interests of the Partnership, or which would make it impossible to carry on the ordinary business of the Partnership.

14. Retirement. The Partners shall have the right to retire from the Partnership at the end of any fiscal year. Written notice of intention to retire shall be served by the Partner retiring upon the other Partner at the place of business of the Partnership at least _____ months before the end of such fiscal year. In case of the retirement of a Partner, the other Partners shall have the right to continue the Partnership business or to dissolve the Partnership. If the remaining Partners elect to purchase the interest of the retiring Partner, they shall serve written notice of such election upon the retiring Partner at the office of the Partnership within _____ months after receipt of notice of his intention to retire. The purchase price for the interest of the retiring Partner shall be computed in the manner set forth herein.

15. Expulsion of a Partner. A Partner may be expelled from the Partnership for any of the following:

- a. Willful breach of any provision contained in this Agreement;
- b. Conduct adversely affecting the Partnership business;
- c. Conduct relating to Partnership matters which make continuation of the Partnership unreasonable if such Partner remains a member. A Partner shall be expelled upon unanimous vote of all other Partners. The other Partners shall serve the expelled Partner with a written notice stating the grounds for an effective date of the expulsion and bearing all such Partners' signatures. Within _____ days after the expulsion becomes effective, the expelled Partner shall be entitled to receive the value of that Partner's Partnership interest. The value of the expelled Partner's Partnership interest shall be determined in the manner set forth herein as of the close of business on the day the expulsion becomes effective, less the value of Partnership goodwill, and less any damages sustained by the other Partners because of the breach, if any, of this Agreement by the expelled Partner.

16. Withdrawal of a Partner. Any Partner may voluntarily withdraw from the Partnership by giving all other Partners at least _____ days notice of intention to do so.

17. Option to Purchase Terminated Interest. In the event of death, disability or withdrawal of a Partner, the remaining Partners shall have an option to purchase the interest of the deceased, terminated, or withdrawing Partner in the assets and goodwill of the Partnership business by paying to that Partner or the person legally entitled thereto the value of that Partner's interest, determined

as provided in this Agreement. The remaining Partners shall give written notice of their exercise of this option within _____ days to that Partner or to that Partner's personal representative or trustee, as the case may be.

18. Purchase Price of Partnership Interest. On exercise of the option to purchase an outgoing Partner's Partnership interest, the remaining Partners shall pay to the person legally entitled thereto, in the manner specified in this Agreement, the value of the outgoing Partner's interest, determined as follows:

- a. The remaining Partners, at the time they give notice in the manner specified herein of their exercise of the option to purchase, shall appoint an appraiser. Within _____ days after receiving such notice, the person legally entitled to receive the value of the Partnership interest being purchased shall appoint an appraiser. If the two appraisers so appointed are unable to agree on the value of the interest within _____ days, they shall appoint a third appraiser. The decision in writing of any two of the three appraisers so appointed shall be binding and conclusive on the parties hereto and on any person legally entitled to receive the value of such deceased, withdrawing, or terminated Partner's interest.
- b. In determining the value of the Partnership interest to be purchased, the appraisers shall value:
 - (i) All items of inventory at their actual cost to the Partnership;
 - (ii) All tangible assets of the Partnership, including lands, buildings, fixtures, machinery, automobiles, and equipment, at their fair cash market value;
 - (iii) All accounts receivable due the Partnership that are not more than ninety (90) calendar days old and not barred by the statute of limitations at one-half their face value;
 - (iv) All accounts receivable due the Partnership that are less than ninety (90) calendar days old at their full face value; and
 - (v) Goodwill and other intangible assets of the Partnership at their fair cash market value.

19. Payment of Purchase Price. On exercise of the option to purchase the Partnership interest of a deceased, withdrawing, or terminated Partner, the remaining Partners shall pay to the person legally entitled thereto the value of the interest, in the following manner:

One half in cash on receipt of the appraisers' report provided for herein, and the balance in twelve (12) equal monthly installments commencing not later than thirty (30) days after receipt of that report. Each monthly installment shall be applied first to interest at the rate of _____ per cent (_____%) per annum on the then remaining unpaid principal balance of the purchase price from the date the appraisers' report was received by the remaining Partners and then to the reduction of principal.

20. Purchase by Less Than All Remaining Partners. If any remaining Partner is unable or unwilling to exercise the option to participate in the purchase of an outgoing Partner's interest, the option may be exercised and the interest purchased by the other remaining Partners. No remaining Partner shall be denied a right to participate in any such purchase if that Partner delivers to all other Partners a written declaration of intent to participate. This written declaration shall be delivered before the appraisers' report is delivered.

21. Admission of Partners. Additional Partners may be admitted to the Partnership on such terms as may be agreed on in writing between the Partners and such new partners. The terms so agreed on shall constitute an amendment to this Partnership Agreement.

22. Restrictions on Transfers. Except as otherwise provided in this Agreement, no Partner may sell, assign, transfer, encumber, or otherwise dispose of any interest in the Partnership, Partnership property, or assets of the Partnership without the prior written consent of all other partners.

23. Dissolution of Partnership. The Partnership may be dissolved at any time by agreement of the Partners, or in the event the remaining Partners choose not to purchase the interest of the decedent or retiring Partner in the Partnership, in which event the Partners shall proceed with reasonable promptness to wind up and dissolve the business of the Partnership. The Partnership name shall be sold with the other assets of the business. The assets of the Partnership business shall be used and distributed in the following order:

- a. to pay or provide for the payment of all Partnership liabilities and liquidating expenses and obligations;
- b. to equalize the income accounts of the Partners;
- c. to discharge the balance of the income accounts of the Partners;
- d. to equalize the capital accounts of the Partners; and
- e. to discharge the balance of the capital accounts of the Partners.

24. Notices. All notices between the Partners shall be in writing and shall be deemed duly served when personally delivered to a Partner, or, in lieu of such personal service, when deposited in the United States mail, certified, first-class postage prepaid, addressed to the Partner at the address of the principal place of business of the Partnership.

25. Consents and Agreements. Any and all consents and agreements provided for or permitted by this Agreement shall be in writing. Signed copies of all such consents and agreements shall be filed and kept with the books of the Partnership.

26. Sole Agreement. This instrument contains the sole agreement of the parties relating to their Partnership and correctly sets forth the rights, duties, and obligations of each to the others as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

THE PARTNERS have executed this Agreement as of the date first written above.

Partner

Partner

PERSONAL SERVICES PARTNERSHIP

AGREEMENT MADE _____, 19____, between _____
_____, of _____, City of _____,
_____, County of _____, State of _____, and
_____, of _____,
City of _____, County of _____, State of _____,
both herein referred to as Partners.

RECITALS

1. Partners are both engaged in providing personal services to the public.
2. Partners desire to create a Partnership for conducting their personal service business.

In consideration of the mutual covenants contained herein the parties agree as follows:

1. Name and Purpose. The Partnership shall be known as _____
_____, and shall be established to provide the following service to the public:

Describe the service business will provide

2. Principal Place of Business. The principal place of business shall be _____
_____, City of _____, County of _____, State
of _____. The place of business may be changed at any time by consent of the
Partners.

3. Term. The Partnership shall commence on _____, 19____, and
continue for a period of _____ years unless sooner terminated as provided in this Agreement.

4. Ratification of Prior Business. Partners ratify and accept the duties and benefits of all
executory agreements entered into by each of them prior to the execution of this Agreement. The
Partnership shall complete all of these obligations, and all income therefrom shall be the property of
the Partnership.

5. Capital Contributions. The initial capitalization of the Partnership shall equal _____
_____ Dollars (\$ _____), consisting of _____
_____ Dollars (\$ _____) contributed by _____
_____, for a _____ per cent (_____ %) interest in the Partnership, _____
_____ Dollars (\$ _____), contributed by _____
_____, for a _____ per cent (_____ %) interest in the Partner-
ship.

Additional capital contributions may be assessed against the Partners periodically if the
value of the capitalization of the Partnership shall fall below _____
_____ Dollars (\$ _____). Both Partners shall be assessed their proportionate
share of the difference between actual and desired capitalization.

6. Services. Partners shall give their full time and skill to the activities of the Partnership.
Neither Partner shall engage in any outside activity of any nature, and any income earned by either
Partner shall be the income of the Partnership.

7. Salaries and Commissions. Each Partner shall be entitled to receive a monthly salary
of _____ Dollars (\$ _____), payable on the

_____ day of each month. Each Partner shall also be entitled to a commission of _____ per cent (_____%) of the total value for each customer personal service contract that the Partner secures for the Partnership. Commissions shall be paid _____ days after the signing of the contract by the customer.

All money received for salaries and commissions shall be a business expense of the Partnership and shall be paid out of the Partnership before distribution of profits or losses, and shall not be considered in determining the Partners' entitlement to distribution of profits or losses.

8. Profits and Losses. At the close of each Partnership fiscal year, a financial statement shall be prepared reflecting the Partnership annual net profits or losses. Each Partner shall receive a copy of the financial statement, and shall have _____ days to request any desired corrections thereto.

Annual profits shall be distributed to the Partners in direct proportion to their percentage interest in the Partnership. Distribution shall be made _____ days after the last day for corrective action on the financial statement has expired.

Annual losses shall be assessed against the Partners in direct proportion to their percentage interest in the Partnership. Partners shall contribute their share of the loss within _____ days or the Partnership shall debit Partner's share of the capital. Partners shall subsequently reestablish the capital at the minimum level required herein.

9. Limitations on Duties. Neither Partner shall obligate the Partnership indirectly as a result of any personal business dealings, or directly by assuming or discharging any liability for or to the Partnership, without the prior written concurrence of the remaining Partner.

10. Management. The establishment, implementation, and conduct of Partnership business policy shall be the responsibility of both Partners. There shall be no regular Partnership business meetings, but each Partner shall be responsible for obtaining the concurrence of the other Partner before putting any new or changed policy or management decision into effect.

11. Books and Accounting. The Partnership shall maintain a complete, current, and accurate set of books relating to all business receipts and expenditures. The books shall be audited by an independent certified public accountant semiannually. The books shall be maintained on a cash accounting basis, with the Partnership fiscal year ending on _____ each year. The books shall be open for inspection to either Partner.

12. Disability, Expulsion, or Resignation. The rights and interests of a Partner shall be sold to the other Partner if the former Partner becomes totally and permanently disabled, desires to resign from the Partnership for any reason, or is expelled from the Partnership by the revocation of his license to perform any Partnership services, by his acts or deeds against the best interests of the Partnership or by his breach of this Agreement.

The other Partner shall purchase the withdrawing Partner's interest at a price to be determined by an independent appraiser. Nothing herein shall prevent the purchasing Partner from selling the purchased interest to a third party and thereafter continuing the Partnership business with the purchasing party as a new Partner.

13. Death of Partner and Liability. On the death of either Partner the Partnership shall be dissolved as provided herein. Decedent Partner's liability for Partnership debts and expenses shall be deducted from the value of his interest prior to distribution of his share of the Partnership. Decedent Partner shall not be liable for any expenses or debts incurred by the Partnership or surviving Partner subsequent to the date of his death.

14. Indemnity. Each Partner shall indemnify the Partnership and the other Partner from any liability for that Partner's personal debts or liabilities, and shall hold the Partnership and the other Partner harmless thereon.

15. Transfers of Interest. Neither Partner shall transfer, assign, or sell his respective interest in the Partnership without the prior written consent of the other Partner.

16. Payment for Interest. On the purchase of a departing Partner's interest in the Partnership by the remaining Partner, or after the resignation, expulsion, or death of the former Partner, a valuation of the Partner's interest shall be made, based on an appraisal by an independent third party. The purchasing Partner shall pay either the selling Partner or the decedent Partner's estate _____ per cent (_____%) of the appraised value per year for _____ years, plus _____ per cent (_____%) interest thereon.

17. New Partner. The admission of any new partner shall require the consent of all existing Partners at that time, and the existing Partners shall determine the contribution requirements and percentage interest in the Partnership of the new partner. The percentage interest of existing Partners shall be reduced proportionately. A new partner must consent to be bound by and sign this Agreement prior to admission as a partner.

18. Remedy for Breach. The remedy for a breach of this Agreement shall be the required sale of the interest in the Partnership of the responsible party to the other party as provided herein.

19. Termination. The Partnership may be terminated by agreement of the Partners at any time on _____ days' notice to creditors and customers of the intention to terminate. All current business shall be completed or transferred to any firm that customer elects. Assets of the Partnership shall be liquidated to pay all debts and expenses, and the debts and expenses shall be settled within _____ days after issuance of the notice of termination. The balance of the proceeds of the liquidation shall be distributed to the Partners on a proportionate basis.

20. Construction. The provisions of this Agreement shall be interpreted and construed in accordance with the statutes of the State of _____ and the provisions thereof, governing the conduct of the personal services being rendered by the Partnership.

21. Notices. All notices between the Partners shall be in writing and shall be delivered to the party to be notified in person, or shall be mailed to that Partner, postage prepaid, at his last known address.

22. Effect of Agreement. This Agreement shall bind and be for the benefit of the parties to the Agreement as well as their respective representatives, executors, administrators, or successors.

IN WITNESS WHEREOF, the parties have executed this Agreement at _____
_____ the day and year first above written.

Partner

Partner

ASSIGNMENT OF PARTNERSHIP INTEREST

AGREEMENT MADE _____, 19____, between _____
_____, of _____, City of _____,
_____, County of _____, State of _____, herein
referred to as Assignor, and _____, of
_____, City of _____, County of _____,
_____, State of _____, herein referred to as Assignee.

RECITALS

1. Assignor is a partner in a firm known as _____, doing
business in the area of _____. The partners are bound by
a partnership agreement dated _____, 19____, herein referred to as the Partnership.

2. Assignor desires to assign his interest in the Partnership for a consideration.

3. Assignee desires to obtain the interest for consideration.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Assignor assigns all his right, title, and interests in the Partnership, being a _____
per cent (_____%) share of the business, to Assignee for _____
Dollars (\$ _____), payable as follows:
_____.

2. Assignor shall be relieved of any future liability for Partnership debts and shall no longer
be entitled to any share of the Partnership profits or assets.

3. Assignee shall be entitled to all future shares of the Partnership profits or any distribution
of assets, and shall assume the liability for a proportionate share of all future Partnership losses.

IN WITNESS WHEREOF, the parties have executed this Agreement at _____
_____ the day and year first above written.

Assignor

Assignee

_____ and _____
_____, as the remaining partners in the Partnership, do hereby endorse the above
assignment of Partnership interest by the departing partner. The Assignee shall be entitled to share
in all future distributions of profits and assets and likewise be liable for all future Partnership losses.
The undersigned release the Assignor from any additional liabilities herewith. Assignee shall be
entitled to participate in the management and control of the Partnership business, as specified in the
Partnership Agreement.

Dated: _____, 19____.

Partner

Partner

SALE OF PARTNERSHIP INTEREST TO THIRD PARTY

AGREEMENT MADE _____, 19 _____, between _____, of _____, City of _____, County of _____, State of _____, herein referred to as Seller, and _____, of _____, City of _____, County of _____, State of _____, herein referred to as Purchaser, and _____ and _____, both of _____, City of _____, County of _____, State of _____, herein referred to collectively as Remaining Partners.

RECITALS

1. Seller is a partner in the firm of _____, of _____, City of _____, County of _____, State of _____, established for the purpose of _____, under an agreement dated _____, 19_____.

2. Seller desires to withdraw from the firm and sell his interest therein, and has the approval of Remaining Partners.

3. Purchaser desires to buy Seller's partnership interest and become an active partner in the partnership.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Seller shall sell his _____ per cent (_____%) undivided interest in the partnership, including all partnership assets, liabilities, and rights to future profits, to Buyer for _____ Dollars (\$_____), to be paid in _____ equal monthly instalments, due on the _____ day of each month, commencing on _____, 19_____.

2. Purchaser shall receive all rights, title, and interest in Seller's partnership interest, and shall be entitled to participate equally in the operation and management of all partnership business with Remaining Partners. Purchaser specifically assumes all partnership liability for which Seller was previously liable.

3. Remaining Partners approve the sale of the partnership interest by Seller to Purchaser and accept Purchaser as a substituted partner in the partnership. Remaining Partners agree to the assumption of liability by Purchaser and release Seller from all past and future liability on partnership debts.

4. Purchaser shall endorse the original partnership agreement before becoming an active partner, and shall be bound by all the terms and conditions of the agreement as though he were an original party thereto.

IN WITNESS WHEREOF, the parties have executed this agreement at _____ the day and year first above written.

Seller

Purchaser

Approved:

Remaining Partners

Remaining Partners

**AGREEMENT FOR PURCHASE AND SALE OF
PARTNERSHIP INTEREST OF DECEASED PARTNER**

ENTITY PURCHASE PLAN

_____ of _____
Name of Partner *Address*

_____, _____, of _____
Name of Partner

_____, _____,
Address *Name of Partner*

of _____, hereinafter referred to as "Partners," and _____
_____ the "Partnership," hereinafter, agree:
Name of Partnership

Identity of Partnership

1. The Partners are the sole owners as General Partners of _____
_____ which maintains its principal place of business at _____
Name of Business
_____.
Address

Purpose of Agreement

2. The purpose of this Agreement is to provide for the continuance of the Partnership business on the death or retirement of a Partner and the purchase of his or her interest in the Partnership by the Partnership.

Identification of Policies

3. The Partnership is the applicant, owner, and beneficiary of the following life insurance policies issued by the _____ Life Insurance Company:

Policy No. _____ insuring the life of _____
Name of Partner
_____ in the amount of \$ _____.

Policy No. _____ insuring the life of _____
Name of Partner
_____ in the amount of \$ _____.

Policy No. _____ insuring the life of _____
Name of Partner
_____ in the amount of \$ _____.

Additional Policies

4. The Partnership shall have the right, on majority vote of the Partners, to purchase additional insurance on the lives of any or all of the partners, such additional insurance shall be listed on a schedule attached to this Agreement and marked Schedule A.

Ownership of Policies

5. The Partnership shall be the beneficiary and sole owner of each insurance policy purchased under this Agreement and shall hold full legal title to each such policy. It is agreed, however, that no rights, options, or privileges provided for in such policy or permitted by the insurance company issuing such policy shall be exercised without the written consent of all the Partners.

Premiums

6. The Partnership shall pay all premiums on all the policies when due and shall charge the expense of such premiums to the general operating expense account of the Partnership. Each policy shall be payable to the Partnership, which shall be the sole owner of all the policies.

Purchase of Partner's Interest

7. On any Partner's death, the Partnership shall purchase from his or her estate, for the account of the surviving Partners, and the executors or administrators of the deceased Partner's estate shall sell to the Partnership for the account of the surviving Partners, the entire Partnership interest of the deceased Partner at the price and on the terms and conditions specified in this Agreement.

Purchase Price

8. For the purpose of computing the purchase price of a deceased Partner's interest in the Partnership, the books of the Partnership shall be deemed to be correct. The purchase price for the Partnership interest of a deceased Partner shall be an amount equal to the total of the following:

(a) The deceased Partner's capital account as of the end of the fiscal year immediately preceding his death, as shown on the books of the Partnership. The capital account shall include the deceased Partner's proportionate share of the cash surrender value of all the policies on the lives of the surviving Partners owned by the Partnership.

(b) The share of the deceased Partner in the profits of the Partnership, if any. Such share shall include the deceased Partner's proportionate share of the proceeds of his insurance policy over the cash surrender value of such policy where the cash value was previously included among the assets of the Partnership.

(c) The share of the deceased Partner in Partnership losses, if any, computed from the beginning of the fiscal year in which his death occurred to the date of his death.

(d) The purchase price is to be adjusted for any and all contributions and withdrawals made by the deceased Partner during such periods.

Payment for Partner's Interest

9. On the death of any Partner, the Partnership shall immediately proceed to collect the proceeds of the policy or policies of insurance on his life. When the proceeds have been so collected they shall be held by the Partnership until the deceased Partner's heirs, executors, administrators, or other representatives shall deliver to the Partnership such instruments as shall transfer title of the

deceased Partner's partnership interest to the Partnership. Simultaneously with the delivery of such instruments to the Partnership, the Partnership shall pay to the deceased Partner's heirs, executors, administrators, or other representatives, the purchase price of the Partnership interest of the deceased Partner.

Performance by Insurance Company

10. No insurance company that issues policies under this Agreement shall have any liability except as set forth in its policies. No insurance company shall be bound to inquire into or take notice of any of the provisions of this Agreement relating to such insurance policies or to the application of the proceeds of such policies. Payment or other performance by such insurance company in accordance with the terms of its policies shall completely discharge the company from all claims, suits, and demands of all persons whatsoever.

Withdrawal by Partner

11. On the withdrawal of any Partner from the Partnership during his lifetime, such Partner shall have the right to purchase the insurance policy or policies on his life from the Partnership at a price equal to the cash surrender value of such policy or policies on the date of his withdrawal and shall exercise the right by paying said price to the Partnership.

Conflicting Provisions

12. In the event there is any conflict between the provisions of this Agreement and those of the partnership agreement for the Partnership, the provisions of this Agreement shall prevail over those of the Partnership Agreement.

Amendment and Termination

13. This Agreement may be altered, amended, or terminated at any time by the duly executed written agreement of the Partners.

Executed at _____ on the date first above written.

Partner

Partner

Partner

**AGREEMENT FOR PURCHASE AND SALE OF
PARTNERSHIP INTEREST OF DECEASED PARTNER**

CROSS PURCHASE PLAN

AGREEMENT MADE _____, 19 _____, by _____
_____ of _____ as first
Trustor, _____, of _____
_____ as second Trustor, and _____
_____, of _____ as Trustee.

RECITALS

1. Firm Name and Location. The Trustors as copartners, are doing business under the name
of _____, at _____
Name of Partnership

2. Purpose of Agreement. The Trustors desire to provide on the death of either of them for
the purchase of such deceased Trustor's interest in the partnership by the surviving Trustor.

TRUSTORS AND TRUSTEE AGREE:

Life Insurance Policies

1. Pursuant to this Agreement the Trustors have delivered to the Trustee life insurance
policies, of which the Trustee has been named sole beneficiary, together with assignments thereof to
the Trustee, as follows:

On the life of the first Trustor: _____.

On the life of the second Trustor: _____.

Premiums

2. Each Trustor agrees to pay the premiums on the policy or policies issued on the life of the
other Trustor.

Death of Trustor

3. On the death of either Trustor the surviving Trustor shall purchase, and the estate of the
deceased Trustor shall sell, the partnership interest of the deceased Trustor for the amount and in the
manner herein provided.

Valuation of Business

4. The partnership business, in which each Trustor has an equal interest, is valued at the sum
of _____ Dollars (\$_____) as of the date hereof,
and such valuation shall be conclusive unless and until modified; however, should the death of the first
deceased Trustor occur more than _____ months after the last agreed valuation, the surviving
Trustor or the personal representative of the estate of the deceased Trustor may file with the Trustee
within _____ days of the death of the deceased Trustor a written request for a valuation of the

partnership business. The Trustee shall thereupon cause an audit of the partnership books to be made by a certified public accountant to determine the amount of increase or decrease in the book value of the partnership business since the date of such last agreed value. Such determination shall be conclusive, and the amount thereof shall be added to or subtracted from the last agreed value.

Purchase by Survivor

5. On the death of either Trustor and on the completion of the settlement herein provided, the surviving Trustor shall have the right to purchase the policy or policies on his life for its or their then current cash surrender value, including accumulated dividends, if any, and on receipt of such purchase price the Trustee shall assign and deliver such policy or policies to the surviving Trustor. If the surviving Trustor fails to purchase such policy or policies by paying to the Trustee such policy value or values within _____ days after written notice by the Trustee that the policy or policies are available for purchase, the Trustee shall surrender such policy or policies to the insurer and shall collect such cash value or values. All amounts so collected shall be paid to the estate of the deceased Trustor.

Sale and Purchase of Interest

6. The sale and purchase of the deceased Trustor's interest in the partnership shall be completed in the following manner:

(a) On the death of either Trustor, the Trustee shall collect the proceeds of the policy or policies on the life of such Trustor which are then payable to the Trustee. In collecting the proceeds, the Trustee is authorized to make such agreements of settlement or take such other action as the Trustee may deem advisable; however, the Trustee may require indemnity before taking any action that may subject the Trustee to loss.

(b) From such proceeds, and on receipt of such instruments of transfer and conveyance as may be necessary to convey the partnership interest of the deceased Trustor to the surviving Trustor, the Trustee shall pay to the estate of the deceased Trustor the amount necessary to purchase the interest on the basis of the valuation determined pursuant to this Agreement.

(c) If the net proceeds of the insurance exceed the value of the interest of the deceased Trustor, the Trustee shall pay such excess to the surviving Trustor.

(d) If the net proceeds of the insurance are less than the value of the deceased Trustor's interest in the partnership as fixed by the terms hereof, the surviving Trustor shall pay the amount of such difference in cash or by delivery to the Trustee of his note, payable to the estate of the deceased Trustor. The terms of such note shall be: _____. The Trustee shall deliver the net proceeds of the insurance and the note to the personal representative of the deceased Trustor on receipt of such instruments of transfer and conveyance as may be necessary to convey the interest of the deceased Trustor in the partnership to the surviving Trustor.

(e) On delivery to the surviving Trustor of the instruments of transfer and conveyance, the surviving Trustor shall assume and be entirely responsible for all of the indebtedness of the partnership.

Diminution of Policy Value

7. Each Trustor agrees that during the continuance of the trust he will not, without the written consent of the other Trustor, change the beneficiary, borrow on, assign, or in any other manner diminish the value of any policy subject to the trust.

Amendment of Agreement

8. This trust may be amended by an instrument in writing signed by both Trustors.

Death of Both Trustors

9. Should the surviving Trustor die prior to completion of the purchase and sale of the first deceased Trustor's partnership interest as hereinbefore provided, any proceeds received by the Trustee from policies held hereunder on the life of the first Trustor shall be paid to the estate of the second Trustor, and any proceeds from policies on the life of the second Trustor shall be paid to the estate of the first Trustor. In such event the partnership interests of the Trustors shall be vested in their respective estates and this Agreement shall not apply thereto.

Successor Trustee

10. Any successor of the Trustee in any manner allowed by law shall become the successor hereunder with like effect as if such successor were named herein as original trustee.

Termination

11. If not sooner terminated as otherwise herein provided, this Agreement and all obligations hereunder shall terminate on:

(a) The written agreement of the Trustors, delivered to the Trustee.

(b) The bankruptcy of the partnership.

(c) The withdrawal of one of the Trustors from the partnership, or dissolution of the partnership through any cause during the lives of the Trustors.

Should the Agreement be terminated under any of the above conditions, the Trustee shall assign and deliver the policy or policies on the life of the first Trustor to the second Trustor, and the policy or policies on the life of the second Trustor to the first Trustor. Each Trustor grants to the other the option to purchase any such policy on his own life at its then current cash surrender value, including accumulated dividends, if any, at any time within _____ days after such delivery by the Trustee.

Compensation of Trustee; Fees

12. The Trustee shall receive reasonable compensation for his services hereunder.

The Trustee's fees and expenses of the trust shall be paid by the Trustors equally, and on the death of either Trustor shall be paid one-half by the estate of the deceased Trustor and one-half by the surviving Trustor.

Executed at _____ on the date first above written.

Accepted:

Trustee

Trustor

Trustor

WITHDRAWING PARTNER - NOTICE OF WITHDRAWAL

In the event any partner shall desire to withdraw or retire from the partnership, or becomes disabled so that he is unable to fulfill his obligations to the partnership as specified in this Agreement, such partner shall give _____ days' notice in writing by registered or certified mail to the other partners at each other partner's last known address. If any partner is adjudged incompetent or insane, then his guardian shall give notice to each of the other partners in the same manner.

WITHDRAWING PARTNER - OPTION OF REMAINING PARTNERS TO PURCHASE INTEREST

Any partner desiring to withdraw from the partnership prior to the termination or dissolution of the partnership shall only be allowed to do so with the consent of the remaining partners. Prior to granting or denying approval of a partner's request to withdraw, the remaining partners shall have the option to purchase a proportionate share of his interest in the partnership. On their election to exercise the option, the withdrawing partner shall immediately be paid the appraised value of his share, and the remaining partners' interest shall be proportionately increased.

If any of the remaining partners approve of the withdrawal of the partner, but do not desire to purchase a portion of his share, the other remaining partners may purchase the additional segment and thereby obtain a larger proportionate share in the partnership.

WITHDRAWING PARTNER - VALUATION OF SHARE OF PARTNERSHIP

On approval of the request of a partner to be allowed to withdraw as a partner, an audit shall be conducted of all partnership assets and liabilities and the valuation of the withdrawing partner's share in the partnership shall be determined based on the book value of the assets on the date of the partner's withdrawal. The value of his share shall include the value of all assets, including property, stock, and fixtures, but shall specifically exclude any value for goodwill.

Employment 8

Introduction to Forms:

- **Employment Agreement**
- **Protection of Trade Secrets**
- **Noncompetition by Employee
During Term of Contract**
- **Prohibiting Unfair Competition
After Termination of Employment**
- **Termination of Employment**
- **Independent Contractor**
- **Agreement with Consultant**
- **Agreement with Auctioneer**

Forms:

- **Employment Application**
- **Employment Contract - Short Form**
- **Employment Agreement**
- **Agreement Not to Disclose Trade Secrets**
- **Notice of Unsatisfactory Performance**
- **Final Warning Before Dismissal**
- **Termination**
 - **By Employer or Employee at Will**
 - **By Employer at Will**
 - **For Cause**
 - **For Breach, Neglect, or Incapacity**
 - **Due to Destruction of Business**
- **Compensation After Termination**
- **Agreement with Independent Contractor**
- **Agreement with Consultant**
- **Agreement with Auctioneer**

Employment Agreement

Employment agreements usually are entered into with key employees, such as executives, directors of research, and top sales people. Formation of employment contracts is governed by general principles of contract law. The essentials of a binding employment contract include mutual agreement to employ and be employed, and statements as to nature and extent of the employee's duties, compensation to be paid, and term of employment.

It should also provide for contingencies such as employee's long-term disability or death, the sale or termination of the employer's business, or the failure of the employee to perform adequately the tasks assigned to him. From an employer's point of view, a covenant restricting the employee from engaging in competitive activities following the termination of his employment is essential.

Protection of Trade Secrets

Employees frequently must be given access to their employer's trade secrets and other confidential information in order to perform their duties. On occasion, they may develop material or techniques that constitute trade secrets. If either possibility exists, the employer should require new employees, as a condition of their employment, to sign an agreement that they will not reveal the employer's trade secrets and confidential information during their employment and following its termination. The agreement may be made part of a general employment agreement, or, particularly if no written employment agreement has been entered into, as a separate, unilateral agreement.

To constitute a trade secret or confidential information, the material must be unique, not generally known in the employer's trade or business, and essential to the employer's business activities. The trade secret agreement should carefully delineate those aspects of the material for which protection is sought, as a broad attempt to cover material that would not qualify may make the entire agreement unenforceable.

Noncompetition by Employee During Term of Contract

This form is a provision forbidding the employee from competing directly or indirectly with the employer during the term of the agreement. Although competition by the employee with his or her employer during the term of the contract is a breach of contract even though the employment contract does not contain a provision to that effect, such a provision serves to more clearly establish or define that conduct as a breach of contract. Thus, for example, this form forbids not only direct competition but indirect competition as well.

Prohibiting Unfair Competition After Termination of Employment

Most employment contracts prohibit an employee from engaging in any act of unfair competition with respect to an employer's trade secrets after termination of his or her employment. On the other hand, generally speaking, any contract by which anyone is restrained from engaging in a lawful profession, trade, or business of any kind is void. A former employee has a right to enter into competition with his or her former employer, provided that competition is fairly and legally conducted. However, a former employee's use of confidential information obtained from the former employer is

viewed as unfair competition.

Termination of Employment

Generally, an employment contract is terminated by expiration of its stipulated term or by extinction of its subject. Such a contract may, of course, be terminated at any time by mutual consent. An employee has an absolute right to quit an employment without any stipulated term, absent agreement not to do so, with or without reason and with or without notice.

An employee may generally be discharged for engaging in any activity or conduct which indicates his unfitness for the service for which the employee was engaged. An employee may be specifically discharged for violation of any express provision of the employment contract. But an employer may lose his privilege to discharge an employee for cause if the employer continues to pay the employee's wages or salary without protest after learning of the employee's misconduct or if the employer allows a lengthy period to lapse after knowledge of the employee's misconduct without taking any action.

Included here are various forms that can be used for termination of employment.

Independent Contractor

An independent contractor is one in a business separate from his or her employer, and is hired to do a certain job, with the manner and means of accomplishing that job left to the contractor, and with the employer's control limited to specifying the product or result of the work. There are certain advantages to the person engaging the services of an independent contractor as opposed to an employee. The person for whom the work is performed is not required to pay unemployment insurance taxes or withhold income taxes from an independent contractor's compensation. He need not furnish tools, instrumentalities, or a work place. The employer is generally not liable for torts of an independent contractor and the services can be terminated for reasons specified in the agreement. These advantages should be weighed against the disadvantages of lack of supervisory control over the details of performing the work and possible loss of exclusivity in services received from the independent contractor.

The essential element of an agreement with the independent contractor would be a provision vesting control of the method, details and means of performing the services in the contractor. Because such control is the key factor in creating independent contractor status, such a provision would be extremely useful in the event of litigation. The agreement should also describe the service to be performed, the term of the contract and the compensation paid to the contractor.

Agreement with Consultant

When employing a consultant, the employment agreement should detail the nature of the consultant's services, the person or people in the company to whom he will report and who will direct his activities, when and where the services are to be performed, how payment is to be made, and what expenses are to be reimbursed.

The agreement should make clear that the consultant is not the client's employee or agent but

an independent contractor. The client should insist on a provision that trade secrets and proprietary information revealed to the consultant will be treated as confidential. The client also should ask for an undertaking by the consultant that information received during the engagement will not be used in violation of federal securities laws and that the consultant will not violate state or federal anti-corruption statutes, including the Foreign Corrupt Practices Act.

Often, key employees, after retirement, are retained by their employer as consultants. These agreements usually provide for fixed annual compensation and a required minimum number of days of service from the consultant.

Agreement with Auctioneer

An auction is a public sale of property where the contract of sale is formed by means of competitive bids, submitted, and confirmed according to the pre-established terms of the auction sale. One who conducts such a sale for recompense is known as an auctioneer. An auctioneer may sell his own property or property of others. When selling property on behalf of another person, an auctioneer is an agent of the seller for most purposes, but he is an agent of both the seller and buyer for the purpose of preparing and signing memoranda of sale.

EMPLOYMENT APPLICATION

Applications are considered for all positions without regard to race, color, religion, sex, national origin, age, marital or veteran status, or the presence of a non-job-related medical condition or handicap.

Date of Application _____

Position Applied For _____

Full Time Part Time Temporary Date when you can start work _____

Referral Source: Advertisement Employment Agency Employee
 Friend/Relative Other _____

Name _____

Address _____

Telephone _____ Social Security No. _____

Have you applied here before? Yes No If yes, when? _____

Have you worked here before? Yes No If yes, when? _____

Are you employed now? Yes No

If Yes, can we contact your present employer? Yes No

Are you a citizen or lawful resident of the U.S.A.? Yes No
(Proof of Citizenship or immigration status will be required as a condition of employment.)

Veteran of the U.S. Military service? Yes No

Special Employment Notice to Disabled Veterans, Vietnam Era Veterans, and Individuals With Physical or Mental Handicaps.

Government contractors are subject to 38 USC 2012 of the Vietnam Era Veterans Readjustment Act of 1974 which requires that they take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era, and Section 503 of the Rehabilitation Act of 1973, as amended, which requires government contractors to take affirmative action to employ and advance in employment qualified handicapped individuals

If you are a disabled veteran, or have a physical or mental handicap, you are invited to volunteer this information. The purpose is to provide information regarding proper placement and appropriate accommodation to enable you to perform the job to the best of your ability in a proper and safe manner. This information will be treated as confidential. Failure to provide this information will not jeopardize or adversely affect your consideration for employment.

Handicapped Individual Disabled Veteran Vietnam Era Veteran

Employment Experience

Start with your present or last job. Include military service assignments and volunteer activities. Exclude organization names which indicate race, color, religion, sex or national origin.

1. Employer _____
Address _____
Telephone _____
Supervisor _____ Job Title _____
Reason for Leaving _____
Dates of Employment: From _____ To _____
Salary or Hourly Rate _____
Work Performed _____
2. Employer _____
Address _____
Telephone _____
Supervisor _____ Job Title _____
Reason for Leaving _____
Dates of Employment: From _____ To _____
Salary or Hourly Rate _____
Work Performed _____
3. Employer _____
Address _____
Telephone _____
Supervisor _____ Job Title _____
Reason for Leaving _____
Dates of Employment: From _____ To _____
Salary or Hourly Rate _____
Work Performed _____

Education

No. of Years of Education _____

Colleges/Universities Attended:

Name _____

Year Graduated _____ Degree/Diploma _____

Name _____

Year Graduated _____ Degree/Diploma _____

High School _____

Year Graduated _____

Describe any special skills or qualifications for this job:

Affirmative Action Survey

Government agencies require periodic reports on the sex, ethnicity, handicapped and veteran status of applicants. This data is for analysis and affirmative action only. Submission of information is voluntary.

Check one: Male Female

Race/Ethnic Group: White Black Hispanic
 American Indian/Alaskan Native Asian/Pacific Islander

Check if any of the following are applicable:

Vietnam Era Veteran Disabled Veteran Handicapped Individual

Applicant's Statement

I certify that answers given herein are true and complete to the best of my knowledge.

I authorize investigation of all statements contained in this application for employment as may be necessary in arriving at an employment decision. I understand that this application is not and is not intended to be a contract of employment.

In the event of employment, I understand that false or misleading information given in my application or interview may result in termination. I understand also that I am required to abide by all rules and regulations of the Company.

Date

Signature of Applicant

For Personnel Department Use Only

Arrange Interview Yes No

Remarks _____

Interview Report _____

Employed Yes No Date of Employment _____

Job Title _____ Hourly Rate/
Salary _____

Department _____

By _____ Date _____

Supervisor

Date

EMPLOYMENT CONTRACT - SHORT FORM

_____ (Company), located at _____
_____, City of _____, County of _____, State
of _____, herein referred to as Company, hereby employs
_____, of _____,
City of _____, County of _____, State of _____,
herein referred to as Employee, as _____ [state capacity in which employee is
to be engaged] to serve and perform such duties at such times and places and in such manner as
Company may from time to time direct.

Employee agrees to faithfully perform the duties assigned to him to the best of his ability, to devote his full and undivided time to the transaction of Company's business, to make to Company prompt, complete, and accurate reports of his work and expenses, to promptly remit to Company all monies of Company collected by him or coming into his possession, and not to engage or be engaged or be interested in any other business during the existence of this contract.

In consideration of such service, Company agrees to pay Employee compensation at the rate of _____ Dollars (\$_____) per _____ and his reasonable and necessary traveling expenses incurred in Company's business while away from the usual place of business.

Employee shall, when required by Company, reimburse it for the expenses of a fidelity bond secured by Company and not to exceed _____ Dollars (\$_____).

This contract shall be in effect from _____, 19_____, until it is terminated by either party at any time on _____ days' written notice to the other party. At the termination of this agreement in any manner, the payment to Employee of salary earned to the date of such termination shall be in full satisfaction of all claims against Company under this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement at _____ [designate place of execution] on _____, 19_____.

Company

Employee

EMPLOYMENT AGREEMENT

1. **Introduction.** Agreement made between _____, [name of employee], of _____, City of _____, County of _____, State of _____, herein referred to as Employee, and _____, [name of employer], whose principal place of business is located at _____, City of _____, County of _____, State of _____, herein referred to as Company.

2. **Employment.** Company employs Employee and Employee accepts the employment, subject to and in accordance with the terms and conditions of this Agreement.

3. **Term of Employment.** The term of this Agreement shall be a period of _____ years, commencing _____, 19_____, subject, however, to prior termination as hereinafter provided. At the expiration date of _____, 19_____, this Agreement shall be considered renewed for regular periods of one year, provided neither party submits a notice of termination.

4. **Compensation.** Company will pay Employee a salary of \$_____ per year, payable in equal monthly installments at the end of each month. Company shall reimburse Employee for all necessary expenses incurred by Employee while traveling pursuant to Company's directions.

5. **Employment.** Company hereby employs, engages, and hires Employee as a _____ [designate position] to _____ [designate duties], and Employee hereby accepts and agrees to such hiring, engagement, and employment, subject to the general supervision and pursuant to the orders, advice, and direction of Company. Employee shall also additionally render such other and unrelated services and duties as may be assigned to him from time to time by Company.

6. **Employee to Devote Full Time to Company's Business.** Employee will devote his entire time, attention, and energies to the business of Company and, during his employment, will not engage in any other business activity, regardless of whether such activity is pursued for profit, gain, or other pecuniary advantage. However, Employee is not prohibited from making personal investments in any other businesses, as long as those investments do not require Employee to participate in the operation of the companies in which he invests.

7. **Office Space and Secretary.** Company will furnish Employee with a private office, secretary, and any other facilities and services that are adequate for the performance of his duties and suitable to his position.

8. **Reimbursement of Expenses.** Employee may incur reasonable expenses for promoting Company's business, including expenses for entertainment, travel, and similar items. Company will reimburse Employee for all business expenses after Employee presents an itemized account of his expenditures, together with receipts, vouchers, and other supporting material, subject to Company's approval.

9. **Vacations.** Employee is entitled to an annual vacation of _____ weeks at full pay. Employee will take his annual vacation over a consecutive period during the months of _____, _____, or _____. If Employee does not use all his vacation time in any one year, the unused portion cannot be carried into subsequent years.

10. **Employee's Long-Term Illness or Incapacity.** If Employee is absent from work because of illness or incapacity for a cumulative period of more than _____ months in any year, Company may terminate this Agreement upon _____ months' [days'] notice to Employee.

11. Termination of Agreement Upon Sale or Termination of Company's Business.

Despite anything to the contrary contained in this Agreement, Company may terminate Employee's employment upon _____ days' notice to Employee if any of the following events occur:

- a. **Sale of Company's Assets.** The sale of substantially all of Company's assets to a single purchaser or group of associated purchasers;
- b. **Sale of Company's Shares.** The sale, exchange, or other disposition, in one transaction of _____ per cent of Company's outstanding corporate shares;
- c. **Termination of Company's Business.** Company's bona fide decision to terminate its business and liquidate its assets; or
- d. **Merger or Consolidation.** The merger or consolidation of Company in a transaction in which Company's shareholders receive less than _____ per cent of the outstanding voting shares of the new or continuing corporation.

12. Trade Secrets. Employee will not at any time, in any fashion, form, or manner, either directly or indirectly divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of Company, including, without limitation, the names of any of its customers, the prices it obtains or has obtained, or at which it sells or has sold its products, or any other information concerning the business of Company, its manner of operation, or its plans, processes, or other data of any kind, nature, or description without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important.

The parties hereby stipulate that, as between them, the foregoing matters are important, material, and confidential, and gravely affect the effective and successful conduct of the business of Company, and its goodwill, and that any breach of the terms of this section is a material breach of this Agreement.

13. Employee's Covenant Not to Compete With Company Upon Termination of Employment. For _____ years after the termination of Employee's employment for any reason, Employee will not, within a _____ -mile radius of Company's present place of business, own, manage, operate, or control any business similar to that conducted by Company.

14. Arbitration of Controversies. Any claim or controversy that arises out of or relates to this Agreement, or the breach of it, will be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association. Judgment upon the award rendered may be entered in any court possessing jurisdiction or arbitration awards.

15. Waiver of Breach of Agreement. If either party waives a breach of this Agreement by the other party, that waiver will not operate or be construed as a waiver of later similar breaches.

16. Company May Assign Agreement. Company's rights and obligations under this Agreement will inure to the benefit of and be binding upon Company's successors and assignees.

17. Entire Agreement. This instrument is the entire agreement of Company and Employee. Oral changes will have no effect. It may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

18. Choice of Law. This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of _____.

IN WITNESS WHEREOF, the parties have signed this Agreement on _____, 19_____.

CORPORATION

By: _____
Company

Employee

AGREEMENT NOT TO DISCLOSE TRADE SECRETS

1. **Introduction.** Agreement dated _____, 19____ by _____
_____, residing at _____
_____ referred to as Employee hereinafter.

2. **Consideration for Agreement.** In consideration of Employee's employment by _____ Corporation, Employer, Employee agrees to the following
TERMS AND CONDITIONS:

3. **Acknowledgment That Certain Papers, Lists, Processes Are Trade Secrets.** Employee acknowledges that the following items used in Employer's business are secret, confidential, unique, and valuable; were developed by Employer at great cost and over a long period of time; and disclosure of any of these items to anyone other than Employer's officers, agents, or authorized employees will cause Employer irreparable injury:

- (a) Customer lists, call lists, and other confidential customer data;
- (b) Memoranda, notes, records, and other confidential technical data;
- (c) Sketches, plans, drawings, and other confidential research and development data; or
- (d) Manufacturing processes, chemical formulae, and the composition of Employer's products.

4. **Agreement Not to Disclose Information.** Employee will not disclose to anyone, other than Employer's officers, agents, or authorized employees, unless otherwise directed in writing by Employer any of the items listed above or any of Employer's other confidential information or trade secrets, whether developed before or after the date of this Agreement.

5. **Information Developed by Employee.** The restrictions contained in this Agreement include confidential information and trade secrets developed by Employee while employed by Employer.

6. **Agreement Binding After Employment Ends.** This Agreement will not terminate upon the termination of Employee's employment. Its terms and conditions will be binding upon Employee following the termination of Employee's employment, regardless of the reason for such termination.

7. **Return of Secret and Confidential Material Upon Termination of Employment.** Upon termination of Employee's employment for any reason, Employee at once will return to Employer all of Employer's secret and confidential material that is in Employee's possession or control.

8. **Agreement Benefits Employer's Successors, Assigns, Affiliates, and Subsidiaries.** This Agreement will inure to the benefit of Employer and Employer's subsidiaries, affiliates, successors, and assigns.

9. **Enforcement of Agreement.** This Agreement can be enforced by Employer and by Employer's subsidiaries, affiliates, successors, and assigns. Either equitable relief or damages at law or both may be sought for breaches or threatened breaches of this Agreement.

10. **Applicable Law.** This Agreement will be interpreted in accordance with the laws of the State of _____.

IN WITNESS WHEREOF, Employee has signed this Agreement on the date set out above, in the City of _____, State of _____.

Employee

NOTICE OF UNSATISFACTORY PERFORMANCE

Date: _____

To: _____
Employee

Dear _____,

This is a written confirmation of our meeting reviewing your performance in your present position. As it was explained to you, your performance is below par and requires substantial immediate improvement. The following areas need specific improvement.

I sincerely hope that you will make this improvement and become a valued employee for the company.

cc: File

TERMINATION AT WILL

This employment agreement is terminable by _____ [either Employer or Employee] at any time on _____ days' written notice.

TERMINATION - BY EMPLOYER AT WILL

Employer shall continue to employ Employee for such a time as Employer is in need of, or desirous of, the services of Employee. It is distinctly understood between the parties hereto that the duration of employment is unspecified and solely rests in the discretion of Employer.

TERMINATION FOR CAUSE

Employer may discharge Employee for incompetence, for insubordination, for violation of any rule or regulation that may be established from time to time for the conduct of Employer's business, or for any breach or neglect of any duty or obligation of Employee under this Agreement. Employment may be terminated for any of the above causes on _____ days' written notice from Employer to Employee. Employer's exercise of its right to terminate hereunder shall be without prejudice to any other remedy to which Employer may be entitled at law, in equity, or under this Agreement.

TERMINATION FOR BREACH, NEGLIGENCE, OR INCAPACITY - ALTERNATE FORM

If Employee willfully breaches or habitually neglects the duties that Employee is required to perform under the terms of this Agreement, or demonstrates continued incapacity to perform those duties [after a period of _____ (*specify number*) _____ (days or months or years)], Employer may at its option terminate this Agreement by giving written notice of termination to Employee without prejudice to any other remedy to which Employer may be entitled either at law, in equity, or under this Agreement.

TERMINATION DUE TO DESTRUCTION OF BUSINESS

Employer shall have the right to terminate this Agreement on destruction of Employer's premises by fire or otherwise, or on discontinuance of Employer's business due to any other cause _____ [beyond Employer's control], on giving _____ days' written notice to Employee.

COMPENSATION AFTER TERMINATION

In the event of termination of this Employment Agreement prior to expiration of the term provided herein by reason of Employee's discharge for breach or neglect of his duties hereunder, Employee shall be entitled only to the salary payable to the date of termination as provided herein, less the amount of any advances theretofore made by Employer and not repaid, and Employee shall not be entitled to any compensation after such date.

AGREEMENT WITH INDEPENDENT CONTRACTOR

THIS AGREEMENT made this _____ day of _____, 19_____, between _____ [name of person or firm engaging independent contractor's services], having a principal place of business at _____, hereinafter referred to as the Client, and _____ [name of independent contractor], an independent contractor, having a principal place of business at _____, hereinafter referred to as the Contractor.

1. Term Of Contract. This agreement will become effective on _____ 19____ and will continue in effect until the services provided for herein have been performed or until terminated as provided herein.

2. Specific Services. Contractor agrees to perform the following services:

[Describe in detail the services to be performed].

3. Method of Performing Services. Contractor will determine the method, details, and means of performing the above-described services.

4. Employment of Assistants. Contractor may, at Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. Client may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

5. Compensation. Client agrees to pay Contractor for the services set forth above the sum of _____ Dollars (\$_____) as a retainer at the time of execution of this Agreement. In addition to the retainer, Client agrees to pay monthly any and all reasonable and necessary expenses incurred by Contractor on behalf of Client in connection with the services described in this Agreement.

6. Minimum Amount of Service. Contractor agrees to devote a minimum of _____ hours per month to the performance of the above-described services. Contractor may represent, perform services for, and be employed by such additional clients, persons, or companies as Contractor sees fit.

7. Hours During Which Services May Be Performed. Contractor agrees to perform the above-described services on Client's premises during Client's regular business hours.

8. Tools and Instrumentalities. Contractor will supply all tools and instrumentalities required to perform the services under this Agreement.

9. Worker's Compensation. Contractor agrees to provide worker's compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

10. Liability Insurance. Contractor agrees to maintain a policy of insurance in the minimum amount of _____ Dollars (\$_____) to cover any negligent acts committed by Contractor or Contractor's employees or agents during the performance of any duties under this Agreement. Contractor further agrees to hold Client free and harmless from any and all claims arising from any such negligent act or omission.

11. Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of Client.

12. Cooperation of Client. Client agrees to comply with all reasonable requests of Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

13. Place of Work. Client agrees to furnish space on Client's premises for use by Contractor while performing the above-described services.

14. Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

15. Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

16. Arbitration. Any controversy or claim arising out of or relating to this Agreement or the breach thereof will be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. Liquidated Damages. It is agreed that in the event of a breach of this Agreement by Contractor, it would be impracticable or extremely difficult to fix the actual damage and, therefore, Contractor will pay to Client as liquidated damages and not as a penalty the sum of _____ Dollars (\$_____), which represents a reasonable compensation for the loss incurred because of the breach.

18. Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of _____.

Executed at _____, on the date and year first above written.

Client

Contractor

AGREEMENT WITH CONSULTANT

1. Introduction. Agreement made _____, 19 ____ between _____, a corporation organized and existing under the laws of the State of _____ with its principal place of business at _____, City of _____, County of _____, State of _____, herein referred to as Client and _____, of _____, City of _____, County of _____, State of _____, herein referred to as Consultant.

2. Retention and Description of Services. During the term of this Agreement Consultant will furnish consulting services and advice as specifically requested by _____, Client's President. The services and advice will relate to work being done or planned by Client in the field of _____, will be within the area of Consultant's technical competence, and will specifically include the following: _____.

3. Term of Agreement. Consultant's services shall be available to Client from _____, 19 ____ to and including _____, 19 ____.

4. Place of Work. It is understood that Consultant's services will be rendered largely at Consultant's facilities but that Consultant will, on request, come to the Client's place of business or such other places as designated by the Client, to meet with representatives of the Client.

5. Consulting Hours. In the performance of the services, the hours Consultant is to work on any given day will be entirely within Consultant's control and Client will rely upon Consultant to put in such number of hours as may be reasonably necessary to fulfill the spirit and purpose of this Agreement.

6. Compensation. Client will pay Consultant a consulting fee of \$ _____ per hour for work performed by Consultant under this Agreement. Consultant will invoice Client at the end of each month for consulting fees due with respect to work performed by Consultant under this Agreement during that month, with payment due within _____ days after receipt of each invoice.

7. Consultant an Independent Contractor. Consultant will furnish Consultant's services as an independent contractor and not as an employee of Client or of any company affiliated with Client. Consultant has no power or authority to act for, represent, or bind Client or any company affiliated with Client in any manner.

8. Consultant Not to Engage in Conflicting Activities. During the time of this Agreement, Consultant will not enter into any activity, employment, or business arrangement which conflicts with Client's interests or Consultant's obligations under this Agreement.

9. Trade Secrets and Inventions. Consultant will treat as proprietary any information belonging to Client, its affiliated companies, or any third parties, disclosed to Consultant in the course of Consultant's services. Consultant assigns and agrees to assign to Client or its nominee all rights in inventions or other proprietary information conceived by Consultant during the term of this Agreement with respect to any work which Consultant performs under this Agreement.

10. Termination of Agreement by Notice. Either party may terminate this Agreement upon _____ days notice by registered or certified mail, return receipt requested, addressed to the other party. If this Agreement is terminated by either party, Client shall only be liable for payment of consulting fees earned as a result of work actually performed prior to the effective date of the termination.

11. Governing Law. This Agreement is subject to and shall be interpreted in accordance with the laws of the State of _____.

Consultant

Client

AGREEMENT WITH AUCTIONEER

AGREEMENT MADE _____, 19____, between _____
_____, of _____
_____, City of _____, County of _____, State of _____,
herein referred to as Seller, and _____
_____, of _____, City of _____,
County of _____, State of _____,
herein referred to as Auctioneer.

Statement of Employment

1. Seller hereby employs Auctioneer to sell the property described in Schedule A annexed to and incorporated in this Agreement, herein referred to as Seller's property, at public auction.

Place of Sale

2. The auction sale shall be held at _____,
City of _____, County of _____, State of _____.

Time of Sale

3. The auction sale shall be held on _____, 19 _____, at _____
o'clock ____m.

Duties and Obligations of Auctioneer

4. Auctioneer shall carry out the following duties and obligations, pursuant to the sale of Seller's property under this Agreement:

(a) **Preparation and Distribution of Catalogue.** Auctioneer shall prepare a catalogue of Seller's property before the auction sale, and shall distribute copies of such catalogue in a manner calculated to advise all persons who might reasonably be interested in such property and in the sale thereof.

(b) **Advertising.** Auctioneer shall cause the auction sale of Seller's property to be advertised in the _____ [designate newspaper or newspapers] in the City of _____, County of _____, State of _____. Auctioneer shall also _____ [designate other modes of advertising], and shall otherwise advertise the auction sale of Seller's property according to the custom and usage of the business.

(c) **Delivery and Display of Property.** Seller shall deliver Seller's property to the above-stated place of sale before the time of the auction sale. Seller shall bear all risk of loss of or damage to the property not caused by Auctioneer's fault or negligence. Auctioneer shall prepare Seller's property for the sale and display Seller's property at the place of sale in a manner designed to induce bids for the highest obtainable price.

(d) **Employment of Help.** Auctioneer shall employ help reasonably necessary to effectuate sale and delivery of Seller's property to buyers of such property at the auction sale.

(e) **Sale Without Reserve.** Auctioneer shall represent and conduct the auction sale as an auction without reserve.

(f) **Use of Best Efforts.** Auctioneer shall conduct the auction sale to the best of his ability. However, Auctioneer does not guarantee a sale and Auctioneer is not responsible in the event buyer and Seller fail to live up to their agreement, or in the event of nondelivery of property by

Seller to buyer.

(g) Deposit from Buyer. Auctioneer shall collect a deposit from buyer of _____ per cent (_____%) of the purchase price immediately after the sale is consummated, pursuant to the provisions contained in this Agreement.

(h) Memorandum of Sale. Auctioneer shall cause buyer to sign a memorandum of sale immediately after the sale is consummated.

(i) Insurance. Auctioneer shall purchase all risk insurance for Seller's property after delivery by Seller to the above-stated place of sale, for the approximate sum of _____ Dollars (\$_____). In case of loss, the proceeds of such insurance shall be paid to Auctioneer to the extent of his commission on unsold property of _____ per cent (_____%) of the value thereof, as well as other expenses due Auctioneer; and the balance thereof shall be paid to Seller. Seller shall bear full responsibility for notifying Auctioneer, in writing, of the property to be insured, and for negotiating any settlement, payment, cancellation , or reformation with the insurer.

(j) List of Property Sold and of Prices. Auctioneer shall furnish a list of Seller's property sold to buyer at the completion of the auction sale, along with the full and true amounts of sale prices and of deposits received therefor.

(k) Property Remaining Unsold. Auctioneer shall notify Seller of any property remaining unsold at the completion of the sale and shall thereafter await the instructions of Seller, provided that Auctioneer shall receive such instructions by _____, 19 _____. Thereafter, in the event Auctioneer receives no instructions, Seller's property may be stored by Auctioneer at Seller's expense, at the sole risk of Seller.

Authority of Auctioneer

5. Auctioneer is hereby empowered to do the following on Seller's account, pursuant to the sale of Seller's property under this Agreement:

(a) Signing Memorandum of Sale. Auctioneer may sign any memorandum of sale on behalf of and in the name of Seller, or in Auctioneer's own name, in connection with the sale of Seller's property.

(b) Receipt of Deposit from Buyer. Auctioneer may receive a deposit from buyer of _____ per cent (_____%) of the purchase price immediately after the sale is consummated, pursuant to the provisions of this Agreement.

(c) Prohibition Against Warranties. Auctioneer is prohibited and disabled from giving any warranty as to quality or description of Seller's property.

Purpose

6. Auctioneer accepts this employment according to the terms of this Agreement and will perform same to the best of his ability.

Authority of Seller

7. Seller hereby reserves the right to control the details of the conduct and enforcement of the auction sale in the following matters:

(a) Withdrawal of Property. Seller may require Auctioneer to withdraw Seller's property before the time of auction sale. Property so withdrawn will be subject to the same commission as that on unsold property, as set forth in this Agreement.

(b) Warranties. Seller may give any warranty as to quality or description of Seller's property that he may deem appropriate.

(c) Bids. Seller may prescribe the mode of bidding at the auction sale so that no bid that is less than the reserve price of _____ Dollars (\$_____) shall be considered. Tentative bids may be submitted in advance for any and all of Seller's property. Such bids shall be placed in the hands of Auctioneer and shall not be binding, except that the highest of such bids will automatically be considered the opening bid for the item, provided that it at least equals the above-stated reserve price. Bids may be entered in person, in writing, by telegraph, or by telephone. During the auction sale, each bid shall be required to be at least _____ Dollars (\$_____) over the preceding bid and in no case less than the reserve price stated. Seller may bid at the auction sale.

(d) Rejection or Confirmation of Bids. Seller may reject or confirm bids, except that Seller's property shall be sold to the highest bidder, subject to the provisions of this section.

(e) Method of Payment. Seller may prescribe the method of payment by buyers of Seller's property at auction sale so that Auctioneer shall collect and buyer shall pay a deposit of _____ per cent (_____%) of the purchase price immediately after the sale is consummated, in cash or certified check. The balance must be paid to Seller _____ days from the date of sale, in cash or certified check; otherwise, Seller will retain the deposit and resell the property.

(f) Disputed Bids. Seller may require Auctioneer to resubmit Seller's property to competitive bidding if a dispute arises as to any bid.

Cooperation by Seller

8. Seller shall in all respects cooperate with and further the interests of Auctioneer in discharge of his duties under this Agreement as required by statute and by this Agreement, and shall refrain from all acts that would reasonably tend to interfere with Auctioneer in discharge of his duties under this Agreement or as required by statute.

Compensation of Auctioneer

9. (a) Commission on Property Sold. In consideration of performance of this Agreement, Auctioneer shall receive, and Seller shall pay, _____ per cent (_____%) of the total amount realized from sale of Seller's property. This commission, or a portion thereof, may be retained by Auctioneer out of the proceeds of the deposits required of buyers, and may be verified by means of the list of Seller's property sold prepared, pursuant to this Agreement. The balance shall be paid in cash or certified check within _____ days of the auction sale to Auctioneer at the address mentioned hereinabove.

(b) Property Remaining Unsold. In the event that any of Seller's property shall remain unsold at the completion of the auction sale, Auctioneer shall receive, and seller shall pay, _____ per cent (_____%) of the fair market value of such property, as commission. This commission shall be paid by Seller to Auctioneer in cash or certified check within _____ days of the auction sale.

Expenses

10. Seller shall be liable for the following expenses. Seller may pay for such expenses directly but shall reimburse Auctioneer to the extent that Auctioneer expends any amounts in discharge of his duties under, or pursuant to the authority conferred on him by, this Agreement. In the event such reimbursement is necessary, it shall be paid in cash or certified check to Auctioneer by Seller within _____ days of the auction sale.

(a) Catalogues. Seller shall be liable for the expense of preparing and distributing

catalogues as required under this Agreement.

(b) Advertising. Seller shall be liable for the expense of advertising the auction sale as required under this Agreement.

(c) Delivery of Property to Auctioneer. Seller shall be liable for the expense of delivering Seller's property to Auctioneer as required by this Agreement.

(d) Insurance. Seller shall be liable for the expense of insuring Seller's property as required by this Agreement.

Choice of Law

11. This Agreement, and all suits and special proceedings hereunder, shall be construed in accordance with and under and pursuant to the laws of the State of _____, and in any action, special proceeding, or any other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of _____ shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any such action or special proceeding may be instituted.

IN WITNESS WHEREOF, the parties have executed this Agreement at _____
_____ the day and year first above written.

Seller

Auctioneer

Sale of Goods 9

Introduction to Forms:

- Uniform Commercial Code - In General
- Contract for the Sale of Goods
- Goods Manufactured to Buyer's Specifications
- Buyer's Right of Inspection
- Sale on Approval
- Notice of Rejection of Goods
- Bill of Sale
- Secured Transactions - In General
- Security Agreement
- Assignment
- UCC Financing Statement
- Consignment
- Accounting

Forms:

- Agreement for Sale of Goods - Short Form
- Agreement for Sale of Goods
- Contract for Sale of Goods
- Contract for Sale of Goods
 - Goods Manufactured to Buyer's Specifications
- Contract for Sale of Goods
 - Buyer's Right to Inspect Goods
- Contract for Sale of Goods
 - Sale on Approval
- Supplemental Forms:
 - Time of Delivery
 - Place of Delivery
 - Sale on Approval
 - Sale or Return
 - Inspection by Buyer
 - Duties With Respect to Rejected Goods
 - Disclaimer of Implied Warranties
- Notice of Rejection of Goods
- Bill of Sale
- Purchase Order - Standard Terms
- General Form of Conditional Sales Contract
- Conditional Sales Contract - Standard Terms
- Security Agreement
 - Sale of Collateral to Debtor by Secured Party
- Financing Statement
- Contract for Sale of Goods
 - Sale on Consignment
- Notice to Principal Debtor of Assignment
- Demand for Payment of Open Account
- Agreement - Settlement of Account

Uniform Commercial Code - In General

Under the Uniform Commercial Code, a "sale" means the passing of title from the seller to the buyer for a price. "Contract," "agreement," or "contract for sale" refers to a present or future sale of goods, whereas a "present sale" means a sale which is accomplished by the making of the contract. "Goods" means all things (including specially manufactured goods) which are movable at the time of identification. They include unborn young of animals, growing crops and fixtures attached to realty.

There are variations among state statutes relating to the Uniform Commercial Code and you should consult your state laws for specific action. The Uniform Commercial Code takes a practical and informal approach toward the question of when a binding contract is formed. The U.C.C. statutory scheme is modeled on business practice rather than on abstract legal concepts to which business is then supposed to conform.

In many ways, it is as if the U.C.C. were writing the contract between the parties by specifying their respective rights in the event a certain fact situation occurs. The buyer and seller are, of course, free to negotiate the terms and conditions of their contract; however, in the absence of a particular provision, the U.C.C. will supply the missing terms or conditions.

Contract for the Sale of Goods

With the sole exception of Louisiana, contracts for the sale of personal property are largely governed in the United States by the Uniform Commercial Code. The Uniform Commercial Code comprehensively covers virtually every facet of a sales transaction. It defines terms, covers the formation of the contract, governs the rights and obligations of the buyer and seller, and regulates the remedies of the parties upon its breach. It should be remembered, however, that the Uniform Commercial Code does not preclude the parties from varying most of the rights and obligations that would otherwise prevail under the Uniform Commercial Code. Rather, generally speaking, the Uniform Commercial Code applies its provisions to a specific fact situation only in the absence of a contrary contractual provision.

Under the Uniform Commercial Code, a "sale" is the passing of title from the seller to the buyer for a price. A "contract" or "agreement" for a sale can relate to either the present or future sale of goods. "Goods" are defined under the Uniform Commercial Code as all things which are movable at the time of their identification in the contract of sale other than the money in which the price is to be paid, investment securities, and things in action.

Goods Manufactured to Buyer's Specifications

When goods are manufactured by the seller to the buyer's specifications, it is important that the specifications be made part of the agreement. This is often done by placing them on a separate document which is referred to in the agreement with a recital that the specifications shall be part of the agreement. Even though the Uniform Commercial Code states that when goods are made to the buyer's specifications, the seller's implied warranty of noninfringement is waived, it is better practice to restate the waiver in the agreement.

Buyer's Right of Inspection

The Uniform Commercial Code provides that a buyer may inspect the goods at any reasonable place and time. The Code does not define "reasonable." Therefore, the contract should specify when and where inspection of the goods will be made.

Sale on Approval

When goods are sold on approval, the sale is not completed until buyer's approval is given. This may be indicated by formal notice of approval. It may also be indicated by inaction if the agreement provides that the buyer's failure to indicate approval or disapproval within a fixed period shall be deemed to be approval. Until the buyer approves the goods, they remain the seller's property and are not subject to the claims of buyer's creditors.

Notice of Rejection of Goods

The following is the type of notice which must be sent by the buyer to the seller in order to effectively reject nonconforming goods.

Bill of Sale

A bill of sale is often used in place of a contract of sale where the title to the goods is transferred immediately. There's no reason why most of the provisions and warranties found in a contract of sale could not be incorporated into a bill of sale.

Secured Transactions - In General

A "secured transaction" is a transaction (regardless of form) intended to create a security interest in personal property including goods, documents, instruments, general intangibles, chattel paper or accounts.

A "security agreement" means an agreement that creates or provides for a security interest. A security agreement is to be distinguished from a financing statement. The latter usually is a separate document filed with the Secretary of State or other appropriate filing officer and intended to give notice to creditors of the existence of a security interest. The financing statement does not itself create a security interest.

A security agreement must be signed by the debtor and must contain a description of the collateral. After the debtor's default, the secured party has the right to take possession of the collateral, and may sell, lease, or otherwise dispose of any or all of the collateral or, under certain circumstances, retain the collateral in satisfaction of the debtor's obligation.

Security Agreement

Security interests often arise in one of two ways: the collateral is sold by the secured party to the debtor on terms that provide for payment in the future or in installments, or the secured party lends the debtor the funds with which to purchase the collateral. The requirements of both agreements are similar. The collateral must be identified, the debt described, acts that would accelerate the maturity of the indebtedness must be spelled out, the location of the collateral should be given if it is to be in the debtor's possession, the debtor's obligations to maintain the collateral's value should be detailed, and the parties' rights upon the debtor's default provided for.

Assignment

An assignment is commonly employed to effect the transfer of a secured party's interest in a security agreement and in the obligation secured. The consent of the account debtor is not required, absent an agreement to the contrary, under the Uniform Commercial Code.

If the security interest has already been perfected by filing, the assignee need not himself file to maintain perfection of the security interest against the original debtor. The code, however, permits the optional filing of a separate statement of assignment.

UCC Financing Statement

Article 9 of the Uniform Commercial Code defines the procedures for perfecting various security interests. Filing with the proper office of records is the most effective means of perfection in most instances, and virtually the exclusive means when it comes to certain types of collaterals.

Included here is a model financing statement.

Consignment

Generally, when goods are delivered to a buyer for sale, under the provisions of the Uniform Commercial Code, such goods are subject to the claims of buyer's creditors. These provisions apply even though an agreement exists purporting to reserve title to the person delivering the goods until payment or resale, or the agreement uses such words as "on consignment" or "on memorandum." However, if the person making delivery complies with the filing provisions related to secured transactions or establishes that the person conducting the business is generally known by his creditors to be substantially engaged in selling the goods of others, the goods will not be subject to the claims of buyer's creditors.

Accounting

An account is an unsettled claim or demand by one person against another based on a transaction creating a debtor and creditor relationship between the parties. It is usually, but not necessarily, represented by an ex-parte record kept by one or both of the parties. An accounting, on

the other hand, refers to an action to adjust the accounts of parties between or among whom a fiduciary relationship exists with a duty resting on the defendant to render an accounting.

AGREEMENT FOR SALE OF GOODS (SHORT FORM)

THIS AGREEMENT is made this _____ day of _____, 19_____,
between _____ ("Seller") and _____
_____, ("Buyer").

1. Description and Quantity. Seller agrees to sell and deliver to Buyer, and Buyer agrees to buy and accept the following goods (the "Goods"): _____

Describe the goods

2. Delivery. Seller agrees to deliver the Goods to Buyer at: _____
Specify the delivery location

3. Price. The Buyer agrees to pay Seller for the Goods the sum of \$ _____
(the "Purchase Price").

4. Manner of Payment. Buyer agrees to pay the Purchase Price in the following manner:

Describe the terms of payment.

5. Acceptance and Rejection of Goods. Buyer agrees that if he accepts the Goods tendered under this Agreement, such acceptance satisfies all of Seller's obligations and after acceptance Buyer shall have no remedy against Seller whatsoever, nor may Buyer revoke such acceptance for any reason whatsoever.

6. Warranties. THE GOODS COVERED BY THIS AGREEMENT ARE PURCHASED BY BUYER "AS IS " AND WITH ALL FAULTS. SELLER DOES NOT WARRANT THAT THEY ARE OF MERCHANTABILITY QUALITY NOR THAT THEY CAN BE USED FOR ANY PARTICULAR PURPOSE DESIRED BY BUYER.

7. Assignability. Buyer and Seller agree that neither shall assign any right or interest in this Agreement without the written permission of the other party. Any attempted assignment without written permission shall be void and ineffective for all purposes. Furthermore, Buyer and Seller agree that neither shall delegate any obligation which either has under this Agreement without the written permission of the other party. Any attempted delegation without written permission shall be void and ineffective for all purposes.

8. Remedies. Buyer and Seller shall each have all of the remedies provided by the Uniform Commercial Code as enacted in the state of _____.

Seller

Buyer

AGREEMENT FOR SALE OF GOODS

THIS AGREEMENT is made this _____ of _____, 19_____
between _____ ("Seller") and _____
_____ ("Buyer").

1. Sale Of Goods. Seller shall sell to Buyer the goods described in Exhibit A, attached hereto and incorporated herein by this reference (the "Goods"), F.O.B. _____.

2. Delivery. Delivery of the Goods shall be made at the rate of _____ each month on the _____ day of _____, _____, and _____ of each year during the term of this Agreement. Delivery of the Goods by Seller to the carrier at the point of shipment shall constitute delivery to Buyer, subject to the lien of Seller for the unpaid purchase price. Seller shall not be liable for any failure to deliver if the failure is occasioned by fire, embargo, strike, inability to secure materials or any other circumstances beyond the control of the Seller which shall hinder Seller's performance of this Agreement.

3. Payment. Payment shall be made by sight draft with bill of lading attached. Buyer shall be responsible to Seller for any loss or damage to Seller by reason of any failure or default on the part of Buyer's bank in connection with the payments by the Buyer under this Agreement.

4. Taxes. All taxes, duties, imposts, fees or charges of any governmental body, however, denominated ("Taxes") which prior to the completion of deliveries under this Agreement, shall be levied, imposed or increased by any governmental authority, on or measured by any of the Goods remaining unshipped, or on or measured by any of the raw materials used in the manufacture of the Goods, or in the manufacture of the containers for the Goods, or the processing, purchase, sale, holding for sale, distribution, dealing in, transportation, use or handling of any of the Goods or such raw materials, if paid or borne by Seller, shall be added to the purchase price for the Goods and paid by Buyer or reimbursed by Buyer to Seller. Any Taxes which Seller shall be finally relieved from paying or which shall be later refunded to Seller at any time and for any cause shall be refunded or credited to Buyer by Seller after Seller has deducted all expenses incurred by Seller in preventing collection of the Taxes or securing the refund thereof. Seller shall not, however, be under any obligation to contest the validity of any Taxes or to prosecute any claims for refunds.

5. Specifications and Warranties. The Goods shall conform to the specifications set forth in Exhibit A. SELLER MAKES NO OTHER WARRANTIES TO BUYER, EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Claims. Buyer waives any claim or defense based on the quality of the Goods unless such claim is made within _____ days after Buyer learns of the defect complained of, but in any event within _____ days after receipt by Buyer of the Goods at their destination. All claims of Buyer shall be made in writing by certified mail, return receipt requested, addressed to Seller at its address set forth below, accompanied by a sample of the Goods alleged to be defective.

7. Remedies of Buyer Upon Seller's Default. Seller shall, without limitation, be in default of this Agreement if Seller shall become insolvent, if at any time the property of Seller is seized or otherwise in the possession of a receiver or trustee; or if Seller shall fail to ship goods to Buyer at the time required; but Seller shall not be in default for nonperformance due to fire, natural disaster, labor difficulties, riot, federal or state laws or regulations, acts or defaults of common carriers or other cause beyond the reasonable control of Seller. In the event of Seller's default, Buyer may within _____ days after written notice thereof by written notice to Seller exercise the following remedies:

(a) terminate this Agreement; or

(b) terminate this Agreement as to the portion of the Goods in default only and purchase within _____ days an equal quantity of goods of the same kind and grade and recover from Seller the excess of the price so paid over the purchase price set forth in this Agreement, plus any incidental loss or expense; or

(c) terminate this Agreement as to any unshipped balance and recover from Seller as liquidated damages, a sum to be computed in accordance with the following formula:

Set forth the formula

If the default consists of a failure by Seller to ship at the time required, Buyer may terminate this Agreement only if Seller does not ship the Goods within _____ days after Buyer has delivered written notice to Seller of the default complained of.

8. Remedies of Seller Upon Buyer's Default. Buyer shall, without limitation, be in default of this Agreement if Buyer shall become insolvent, shall fail to make any payment to Seller when due under this or any other agreement between Buyer and Seller, or if at any time the property of Buyer is seized or otherwise in the possession of a receiver or trustee; but the Buyer shall not be in default for nonperformance due to fire, natural disaster, labor difficulties, riot, federal or state laws or regulations, acts or defaults of common carriers or other cause beyond the reasonable control of the Buyer. In the event of Buyer's default, Seller may within _____ days of notice thereof to Buyer exercise the following remedies:

(a) terminate this Agreement;

(b) terminate this Agreement as to the portion of the Goods in default only and resell within _____ days an equal quantity of goods of the same kind and grade and recover from Buyer the difference between the price set forth in this Agreement and the price obtained upon resale, plus any incidental loss or expense; or

(c) terminate this Agreement as to any unshipped balance and recover from Buyer as liquidated damages, a sum to be computed in accordance with the following formula:

Set forth the formula

9. Limitation of Actions. No action shall be maintained by Buyer against Seller unless written notice of any claim alleged to exist is delivered by Buyer to Seller within _____ days after the event complained of first becomes known to Buyer, and an action is commenced by Buyer within _____ days after such notice.

10. Integration of Agreements. This Agreement is the entire contract between the parties with respect to the subject matter hereof and supersedes all prior agreements and negotiations between them. This Agreement may be amended only in writing signed by the duly authorized representatives of the parties.

11. Notices. All notices required or permitted under this Agreement shall be in writing and personally delivered or mailed, by certified mail, return receipt requested, and addressed as follows:

If to Buyer: _____

If to Seller: _____

12. Construction. This Agreement shall be construed in accordance with the laws of the state of _____ as a contract made and to be performed in that state.

Seller

Buyer

CONTRACT FOR SALE OF GOODS

Agreement dated _____, 19____ between _____
_____, "Seller", of _____
_____, City of _____, State of _____, and
_____, "Buyer", of _____
_____, City of _____, State of _____.

Description - Sale of Goods

1. Seller shall transfer and deliver to Buyer, and Buyer shall pay for and accept the following goods: _____.

Describe the goods sold

Time of Delivery

2. Buyer shall have the right to specify the date of delivery, but in no event shall the date specified be before _____, 19 _____.

Delivery of Lots

3. Buyer shall have the right to demand all of the goods at one time during the period stated hereinabove or in portions from time to time.

Place of Delivery

4. The goods shall be delivered at Seller's address mentioned hereinabove.

Method of Tender

5. Buyer will give notice to Seller of at least _____ days before Buyer desires to take possession of the goods. Seller agrees that he will furnish the facilities and manpower for loading the goods on trucks furnished by Buyer.

Seller to Package Goods

6. Seller will package goods in accordance with instructions of Buyer provided instructions are furnished in sufficient time to permit Seller to complete the packaging before delivery. Buyer shall pay Seller the reasonable cost of packaging.

Identification - Risk of Loss

7. Identification of the goods under the provisions of the Uniform Commercial Code shall occur at the moment this Agreement is signed by the parties. Risk of loss of the goods shall pass to the Buyer on identification.

Title

8. Title to the goods shall remain with the Seller until Buyer actually receives the goods.

Disclaimer of Express Warranties

9. Seller warrants that the goods are as described in this Agreement, but no other express warranty is made in respect to the goods. If any model or sample was shown Buyer, such model or sample was used merely to illustrate the general type and quality of the goods and not to represent that the goods would necessarily conform to the model or sample.

Disclaimer of Implied Warranties

10. THE GOODS SOLD UNDER THIS CONTRACT ARE PURCHASED BY THE BUYER "AS IS" AND THE SELLER DOES NOT WARRANT THAT THEY ARE OF MERCHANTABILITY OR THAT THEY CAN BE USED FOR ANY PARTICULAR PURPOSE.

Amount of Price

11. The price to be paid by Buyer shall be that contained on the Seller's price list last published before the date of actual delivery of the goods.

Time of Payment

12. Buyer shall pay for the goods at the time and place of delivery.

Right of Inspection

13. Buyer shall have the right to inspect the goods at the time and place of delivery before paying or accepting them.

Method of Payment

14. Payment shall be made in cash or by certified check.

Remedies

15. Buyer and Seller shall have all remedies afforded each by the Uniform Commercial Code.

Interpretation - Parol Evidence

16. This writing is intended by the parties as a final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Agreement the definition contained in the Code is to control.

Authority of Seller's Agents

17. No agent, employee, or representative of Seller has any authority to bind Seller to any affirmation, representation, or warranty concerning the goods sold under this Agreement, and unless an affirmation, representation, or warranty made by an agent, employee, or representative is specifically included within this written Agreement, it has not formed a part of the basis of this bargain and shall not in any way be enforceable.

Modifications

18. This Agreement can be modified or rescinded only by a writing signed by both of the

parties or their duly authorized agents.

Waiver

19. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

Assignment - Delegation

20. No right or interest in this contract shall be assigned by either Buyer or Seller without the written permission of the other party, and no delegation of any obligation owed, or of the performance of any obligation, by either Buyer or Seller shall be made without the written permission of the other party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

Time for Bringing Action

21. Any action for breach of this contract must be commenced within _____ years after the cause of action has accrued.

Applicable Law

22. This Agreement shall be governed by the Uniform Commercial Code as adopted in the State of _____ as effective and in force on the date of this Agreement.

Signed this _____ day of _____, 19_____.

Seller

By _____
Signature

Buyer

By _____
Signature

CONTRACT FOR SALE OF GOODS - GOODS MANUFACTURED TO BUYER'S SPECIFICATIONS

1. **Introduction.** Agreement dated _____, 19____ between _____, Inc., with offices at _____ (Seller) and _____ Corp., with offices at _____ (Buyer).

2. **Sale.** Seller will sell to Buyer the following goods: _____, all to be manufactured in accordance with Buyer's specifications, which are attached hereto and made a part of this Agreement.

3. **Delivery.** Seller will deliver the units as they are manufactured, the last unit to be delivered no later than _____, 19____, at the Buyer's plant located at _____.

4. **Installation of Goods.** Seller will install the goods in Buyer's plant at _____. The installation will be done in a workmanlike manner and in compliance with applicable laws and regulations. Installation will begin on or about the delivery date of the first unit and will continue until all units have been installed. Seller estimates that installation of all units will be completed by _____, 19____, but Seller will not be liable for delays caused by unforeseeable circumstances. Seller will obtain on Buyer's behalf any documents, permits, or approvals required by law or regulation for the installation.

5. **Buyer Liable for Infringement.** Buyer will indemnify Seller for any loss resulting from the infringement of a patent, trademark, copyright, or any other right of a third party, because of Seller's compliance with the specifications furnished by Buyer. Buyer, upon Seller's written demand, will defend any action brought against Seller for infringement at Buyer's sole cost and expense.

6. **Purchase Price.** The purchase price of the goods, exclusive of installation, is \$_____ for each unit delivered to Buyer. The charge for installation is \$_____ for each unit installed.

7. **Payment of Purchase Price.** The purchase price of the goods shall be paid as follows:

(a) **Deposit.** Simultaneously with the execution of this Agreement, Buyer will deposit with Seller the sum of \$_____ for each unit to be manufactured.

(b) **Balance on Delivery.** The balance of the purchase price for each unit shall be paid upon the delivery to Buyer of that unit.

8. **Payment of Installation Charge.** The installation charge shall be payable as follows: _____ per cent upon commencement of installation of each unit and _____ per cent upon completion of installation of that unit. The balance shall be paid when all units have been installed.

9. **Exclusion of Agents' Representations.** Neither party will be bound by any statements or representations that are inconsistent with the terms of this Agreement or which include a promise not contained in this Agreement.

10. **Assignment of Rights or Delegation of Performance.** Neither party may assign its rights nor delegate its performance under this Agreement without first obtaining the other's written consent.

**CONTRACT FOR SALE OF GOODS - BUYER'S RIGHT
TO INSPECT GOODS**

1. Introduction. Agreement dated _____, 19 ____ between _____
_____, Inc., with principal offices at _____
_____, Seller, and _____
_____ Corp., with principal offices at _____
_____, Buyer.

2. Sale. Seller will sell to Buyer goods of the following description and quantity:

Describe the goods sold

3. Purchase Price. The purchase price for the goods is \$_____.

4. Delivery. Seller will deliver the goods to Buyer on _____, 19_____.

5. Buyer's Right of Inspection. Buyer may inspect the goods at _____
_____ no later than _____ days after delivery. Within
_____ days following inspection, Buyer will give Seller written notice of any defect found
in the goods. Buyer's failure to inspect the goods or give written notice of defects within the times
specified constitute acceptance of the goods by Buyer.

6. Payment After Acceptance. Buyer shall pay the purchase price no later than
_____ days following acceptance of the goods.

Seller

Buyer

CONTRACT FOR SALE OF GOODS - SALE ON APPROVAL

1. **Introduction.** Agreement dated _____, 19 _____, between _____

_____, Inc., with principal offices at _____

_____, Seller, and _____

_____ Corp., with principal offices at _____

_____, Buyer.

2. **Sale.** Seller will sell to Buyer goods of the following description and quantity:

Describe the goods sold

3. **Purchase Price.** The purchase price of the goods is \$_____.

4. **Delivery.** Seller will deliver the goods to Buyer on _____, 19_____ at
Buyer's plant located at _____.

5. **Sale Not Complete Until Goods Accepted By Buyer.** Buyer may inspect and test the goods for _____ days after delivery. Until Buyer accepts the goods, title to the goods shall be with Seller. If the goods do not meet with Buyer's approval after the inspection and testing period, Buyer shall notify Seller no later than _____ days from delivery and arrange for the return of the goods. The return shipment shall be paid for by _____
_____. Buyer's failure to give notice in the manner and by the time provided shall be deemed acceptance of the goods.

Seller

Buyer

TIME OF DELIVERY

The goods shall be delivered on or before _____, 19_____.
Time is of the essence in this contract.

[OR]

Buyer shall have the right to specify the time of delivery, but Buyer shall not require that the goods be delivered before _____, 19_____, or after _____, 19_____.

PLACE OF DELIVERY

The goods shall be delivered at Seller's [or Buyer's] place of business which is _____.

[OR]

The goods sold under this Agreement are presently bailed with the _____ Warehouse Company located at _____.
Buyer will receive delivery of the goods from the warehouse company at this address.

SALE ON APPROVAL

It is agreed that the goods described herein are sold on a sale on approval basis. Buyer shall have _____ days within which to examine and test the goods and to notify Seller in writing of Buyer's acceptance or rejection of the goods. In the event no notice is given to Seller within that time period, Buyer shall be deemed to have accepted the goods.

SALE OR RETURN

The goods described and valued as below are sent to you for examination only. They remain the property of _____ and are to be returned to it on demand. Title to any of the articles does not pass until after a bill is rendered therefor. The consignee agrees that these goods, until returned and actually received by _____ are at his, her or their own risk from any and all hazards whatsoever, assuming full responsibility for their return on demand without any excuse or defense whether for accident or any other cause mentioned or not; the obligation assumed being that of absolute insurer.

No right or power is given to consignee to sell, pledge, hypothecate, or otherwise dispose of any of this merchandise regardless of prior transactions unless billed to you or consent given in writing.

INSPECTION BY BUYER

Buyer shall have the right and shall be given an opportunity to inspect the goods as soon as they are ready for shipment. Inspection shall be at Seller's site and shall be made within _____ days after Seller gives Buyer written notice that the goods are ready for shipment. Failure to inspect the goods at that time shall constitute a waiver of Buyer's right of inspection.

DUTIES WITH RESPECT TO REJECTED GOODS

It is agreed that Buyer herein, on rejecting any goods delivered hereunder, will hold the goods at Buyer's place of business until such time as Seller has been notified in writing of such rejection and has had a reasonable opportunity to arrange for suitable transportation.

DISCLAIMER OF IMPLIED WARRANTIES

If the sales agreement is silent, a seller in an ordinary transaction makes certain warranties that are implied through the operation of the Uniform Commercial Code. These are: (1) good title; (2) no liens or security interests; (3) no infringement of third party rights; and (4) the goods are merchantable. When the buyer relies upon the seller's special skills, a fifth warranty is implied, that the goods are fit for the particular purpose for which they are bought.

These warranties can be disclaimed by using language that calls the disclaimer to the buyer's attention. The disclaimer specifically should mention the warranties of merchantability, fitness for use, and of title when applicable.

DISCLAIMER OF WARRANTIES

ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY ARE HEREBY DISCLAIMED. THE GOODS ARE SOLD AS IS.

NOTICE OF REJECTION OF GOODS

TO: _____
Seller

Address

City *State*

Dear Sirs:

We acknowledge receipt of a shipment of goods tendered to us on _____,
19____ under a contract naming you as Seller and us as Buyer signed on
_____, 19_____.

Unfortunately we are forced to reject this shipment and we refuse to accept it for the
following reasons. _____
Specify

Because of the above defects and omissions, we believe that the goods are nonconforming.
Regretfully, we must take the position that you have breached our contract that called for goods of
acceptable quality.

Please send instructions as to how you wish to dispose of these goods. If we do not hear
from you within _____ days, we will reship them to you at your expense.

Very truly yours,

Signature of Buyer

BILL OF SALE

I, _____, hereinafter called "Seller," of _____, County of _____, State of _____, in consideration of the sum of \$_____, lawful money of the United States, to me in hand paid by _____, hereinafter called "Buyer," of _____, County of _____, State of _____, receipt of which is hereby acknowledged, have sold and assigned, and by this Bill of Sale do grant, assign, and set over to Buyer, his representatives, successors, and assigns, the following goods and chattels: _____
Describe the goods sold
_____.

To have and to hold the same unto Buyer, his representatives, successors, and assigns forever.

I hereby covenant with Buyer that I am the lawful owner of said goods, free from the rightful claims of others, and that I shall defend Buyer's title to said goods against all and every person and persons whomsoever.

IN WITNESS HEREOF, I have hereunder set my hand this _____ day of _____, 19_____.

Seller

PURCHASE ORDER - STANDARD TERMS (THE "BOILER-PLATE" PROVISIONS)

Terms of Purchase

THE FOLLOWING TERMS SHALL BE APPLICABLE TO THE PURCHASE ORDER APPEARING ON THE REVERSE HEREOF:

1. Acceptance. Commencement of performance pursuant to this Purchase Order constitutes acceptance hereof by Seller. If delivery dates cannot be met, inform Buyer in writing not later than _____ days from the date hereof of the Seller's best possible delivery for acceptance.

2. Time of Delivery. Buyer's production schedules are based upon delivery to the Buyer at _____ by the date specified on the face of this Purchase Order. Time is therefore the essence of this Purchase Order. If deliveries are not made at the time agreed upon, the Buyer reserves the right to cancel or to purchase elsewhere, and hold Seller accountable therefor.

3. Price; Payments. Seller's price shall not be higher than last quoted or charged to Buyer unless otherwise agreed to in writing. All purchases are subject to a cash discount of _____% and will be paid on the 10th of the month following date of invoice. All invoices received after the 25th of the month will be subject to the cash discount but will be paid on the 10th of the second month following.

4. Quantities. Shipments must equal exact amounts ordered unless otherwise agreed to by Buyer.

5. Seller's Warranties. Seller warrants all products or materials delivered hereunder to be free from defect in material or workmanship and to conform strictly to the specifications, drawings, or sample specified or furnished. This warranty shall survive any inspection, delivery, acceptance of, or payment by Buyer for the products or materials or services.

6. Inspection of Goods. Final inspection shall be on Buyer's premises. Materials rejected as not conforming to this Purchase Order shall be returned at Seller's expense, including transportation and handling costs.

7. Indemnification. Seller shall defend, at its own expense, Buyer and distributors and dealers in and users of the products of Buyer and hold them harmless with respect to any and all claims that the products or materials furnished by Seller under this Purchase Order infringe any United States Letter Patent, and with respect to any and all suits, demands, and liabilities arising out of any such claim, provided that the foregoing shall not apply to any infringement resulting from Seller's use of a patented invention required to comply with the written instructions of the Buyer if such patented invention is not normally utilized by Seller.

8. Taxes. Except as may be otherwise provided in this Purchase Order, the contract price includes all applicable federal, state, and local taxes in effect on the date of this Purchase Order. In case of new taxes or increased rates or the repeal of taxes or the reduction of rates, the contract price shall be adjusted accordingly.

9. Assignment. Seller shall not delegate any duties, nor assign any rights or claims under this Purchase Order, or for breach thereof, without prior written consent of Buyer, and any such attempted delegation or assignment shall be void. All claims for moneys due or to become due from Buyer shall be subject to deduction by Buyer for any setoff or counterclaim arising out of this or any other of the Buyer's Purchase Orders with the Seller, whether such setoff or counterclaim arose before or after any such assignment by the Seller.

10. Changes. Buyer shall have the right to make, from time to time and without notice to

any sureties or assignees, changes as to packing, testing destinations, specifications, designs, and postpone delivery schedules. Seller shall immediately notify Buyer of any increases or decreases in costs caused by such changes and an equitable adjustment in prices or other terms hereof shall be agreed upon in a written amendment to this Purchase Order.

11. Binding Effect. This Purchase Order and the acceptance thereof shall be a contract made in the state shown in the Buyer's address on the face of this Purchase Order and governed by the laws thereof.

12. Insurance. Seller shall value shipments made by express and air freight in accordance with the following schedule:

13. Routing Instructions. Any losses accruing from deviation from Buyer's routing instructions will be to the Seller's account.

14. Evidence of Shipment. Seller shall forward to Buyer, with the invoice, the express receipt or bill of lading, signed by the carrier, evidencing the fact that shipment has been made.

15. Specifications. Any specifications, drawings, notes, instructions, engineering notices, or technical data referred to in this Purchase Order shall be deemed to be incorporated herein by reference as if fully set forth.

16. Title to Drawings and Specifications. Buyer shall at all times retain title to all drawings and specifications furnished by Buyer to Seller and intended for use in connection with this Purchase Order. Seller shall use such drawings and specifications only in connection with this Purchase Order, and shall not disclose such drawings and specifications to any person, firm or corporation other than Buyer or Seller's employees, subcontractors, or governmental inspectors. Seller shall, upon Buyer's request or upon completion of this Purchase Order, promptly return all drawings and specifications to the Company.

GENERAL FORM OF CONDITIONAL SALES CONTRACT

THIS AGREEMENT made this _____ day of _____, 19_____,
between _____, a corporation having a
principal place of business at _____, City of
_____, State of _____, referred to as Seller hereinafter, and
_____, residing at _____,
_____, Purchaser hereinafter.

The parties agree as follows:

1. Sale. The Seller hereby sells to the Purchaser, and the Purchaser hereby accepts from the Seller on the terms and conditions hereinafter set forth the following goods (the "Goods"):

Describe the goods in detail

2. Title. The Goods shall be delivered to the Purchaser by the Seller upon the execution of this Agreement upon condition, nevertheless, that title thereto shall remain in the Seller and shall not pass to the Purchaser until the purchase price herein specified has been paid in full in the manner hereafter provided.

3. Purchase Price. The Purchaser agrees to pay the sum of \$_____ for the Goods (the "Purchase Price") as follows: \$_____ in cash upon the execution of this Agreement, the receipt whereof is hereby acknowledged, and the balance, to wit, the sum of \$_____ with interest thereon at _____ per cent per annum in _____ equal monthly installments of \$_____, each with interest on unpaid balances as to be paid with each installment, such installments to be paid on the _____ day of each month until the full amount of such purchase price is paid.

4. Location of Goods Until Payment in Full. Until the Purchase Price has been paid in full:
(a) the Goods shall be kept by the Buyer and used only at the following locations:

_____;

(b) the Goods shall not be mortgaged, sold, pledged or otherwise disposed of by the Purchaser.

5. Insurance. Until the Purchase Price has been paid in full, the Purchaser shall purchase insurance in the sum of at least \$_____ with a reputable and solvent insurance company insuring the Goods against loss by fire or other loss or damage, and the Purchaser shall deliver the policy to the Seller. Such policy shall name the Seller as loss payee. In the event that the Purchaser shall fail to obtain or maintain such insurance, the Seller may, but shall not be obligated to, cause such insurance to be issued and the amount of any premiums paid by the Seller shall be payable by Purchaser on demand. In the event of loss, injury or destruction of the Goods before the Purchase Price has been paid in full, the Seller shall have the right to collect any insurance proceeds that may be payable as its interest may appear. Any such insurance so paid to the Seller shall be deemed in payment, to the amount thereof, of the Purchase Price.

6. Default. (a) In the event that the Purchaser fails to pay the Purchase Price, or in the event that the Purchaser otherwise breaches this Agreement, the Seller, shall have the right, and

is hereby authorized, to enter upon any premises where the Goods may then be and retake the same.

(b) Upon any such retaking of the Goods the Seller or its assigns shall have the right to resell the same for the account of the Purchaser in the manner provided by law upon the giving of such notices as any statute applying thereto may require and may on any such resale itself repurchase the Goods.

(c) The purchase price obtained for the Goods upon such resale shall be applied first to the payment of the expenses of retaking and resale and then to the payment of the Purchase Price remaining due under this Agreement with interest. In the event that after the application of the proceeds of such resale a deficiency exists, the Purchaser shall pay such deficiency. In the event that after paying the expenses of retaking and resale an amount in excess of the Purchase Price, such excess shall be paid to the Purchaser.

7. Acceleration. The entire Purchase Price shall become due and payable upon default of the payment of any installment of the Purchase Price or interest thereon when the same becomes due or upon default in the performance of any of the covenants herein required to be performed by the Purchaser.

INTENDING TO BE LEGALLY BOUND, the parties have signed this Agreement on the date first written above.

Seller

Purchaser

CONDITIONAL SALES CONTRACT - STANDARD TERMS

The following terms and conditions shall be applicable to the contract appearing on the reverse hereof as if fully set forth therein.

1. Location of the Goods. The Goods shall be kept and used by the Buyer solely at locations specified in the contract. The Buyer shall not remove the Goods or any part thereof from said place without the written consent of the Seller, who remains the sole owner thereof until full payment is made.

2. Right of Repossession. In case of a failure to pay the Purchase Price or any installment thereof, or in case of a removal of the Goods in violation of the provisions of this Agreement, or if the Buyer shall sell or mortgage, or attempt to sell or mortgage said Goods, or if the Buyer shall violate any term, provision, or condition of this Agreement, the Seller, its representatives or assigns shall be at liberty from that time, and it is hereby authorized, to enter into and upon any place or places where Goods may then be, and to retake the same and/or cancel this Agreement, and to retain all payments made without obligation as to resale except as specifically required by law. Regardless of the retaking of the Goods and/or the cancellation of this Agreement as aforesaid, the Buyer shall remain liable for and agrees to pay the entire balance of the Purchase Price or the deficiency upon a resale, as the case may be, and the Buyer shall in such event have only such rights as are specifically granted to the Buyer by law. Seller shall have the right to remove and retake the Goods, whether or not the removing and retaking thereof shall cause any damage or injury to the building, and Seller shall not be liable for any such damage or injury.

3. Rights Upon Repossession. Upon retaking of the Goods, the Seller or its assigns, shall have the right to resell the same for the account of the Buyer in the manner provided by law. The Buyer agrees to pay the deficiency arising after an application of the proceeds of retake to the expense of retaking and resale and to the payment of the Purchase Price remaining due, with interest from the date the Purchase Price was due at the rate of _____% per annum.

4. Acceleration of Time of Payment of Purchase Price. The entire Purchase Price shall become due and payable upon breach by the Buyer of any term, provision or condition of this Agreement, or upon default in payment of any installment of the Purchase Price, or interest thereon when due.

5. No Other Agreements. Seller is not liable for or bound by any verbal agreements or any arrangements except as specified in this written order.

6. Delivery. Acceptance by railroad or other common carrier shall constitute delivery to Buyer.

7. Manner of Payment. All payments by Buyer hereunder are to be made by cashier's check to the order of Seller and shall be mailed or delivered to it only at Seller's address stated above.

8. Force Majeure. Seller shall not be responsible for any failure on its part to perform any term or provision of this Agreement due to any cause beyond Seller's reasonable control. Seller shall not be responsible for nondelivery or delay in delivery of the whole or any portion of the Goods where such nondelivery or delay in delivery is due to fire, strikes, difficulties in obtaining labor, raw materials, or supplies, freight or other embargoes, Act of God or the public enemy or any other cause whatsoever over which Seller has no control.

9. Risk of Loss. After delivery of the Goods to the Buyer or to a railroad or other common carrier, all risk of loss because of fire, theft or otherwise and all damage or injury to the Goods shall be for the account of the Buyer, and regardless of any such loss or damage, Buyer is and shall remain liable to the Seller for payment of the full amount of the Purchase Price.

10. Conformity With Literature. Goods not materially different from those shown in Seller's

literature shall be accepted by Buyer as in accordance with this Agreement.

11. No Cancellation Permitted. This Agreement is being made to cover specific products to fill Buyer's special requirements and is not subject to cancellation. In the event that Buyer shall attempt to cancel or shall refuse to accept delivery, Seller shall be entitled upon a tender of the Goods in addition to all other remedies afforded to Seller to recover the full Purchase Price from Buyer.

12. Goods Not Fixtures. Buyer agrees that the Goods shall not, in any event, become part of the real estate and shall at all times remain personal property.

13. Expenses. The Buyer agrees to pay to the Seller, in addition to all other sums required to be paid by the Buyer, all legal and other expenses incurred by the Seller in collecting any moneys due from the Buyer to the Seller under the terms and provisions of this Agreement and all legal and other expenses incurred by the Seller in removing and/or retaking and/or selling, by legal process or otherwise, the Goods covered by this Agreement.

**Security Agreement -
Sale of Collateral To Debtor By Secured Party**

SECURITY AGREEMENT

1. **Introduction.** Agreement dated _____, 19____ between _____, Debtor, residing at _____, and _____, Secured Party, with offices at _____.

2. **Creation of Security Interest.** Debtor grants to Secured Party a security interest in the property described herein to secure payment of Debtor's obligation to Secured Party.

3. **Description of Property.** The property (Collateral) in which the security interest has been granted is a _____, more particularly described as follows: _____.

4. **Debtor's Obligation.** The Debtor's obligation arises out of a sale of the Collateral by Secured Party to Debtor made this day for \$_____. Debtor will pay to Secured Party the sum of \$_____ with interest at the rate of _____ per cent per annum, in _____ monthly installments of \$_____ each, the first of which is to be paid on _____, 19____. Each succeeding installment is to be made on the _____ day of each month until the entire principal sum with interest has been paid. Debtor will execute a promissory note payable to Secured Party's order, as evidence of Debtor's obligation.

5. **Acceleration on Default in Payment of Any Installment of Obligation.** If Debtor does not pay any monthly installment of the obligation in full on the _____ day of the month in which it is due, and Debtor's default continues for more than _____ days after that, the entire unpaid balance of Debtor's obligation shall become immediately due and payable at Secured Party's option.

6. **Acceleration Upon Occurrence of Specified Events.** Debtor's obligation shall become due and payable immediately upon the occurrence of any of the following events:

- (a) **Misrepresentation.** The making of any misrepresentation by Debtor to Secured Party for the purpose of obtaining credit or an extension of credit;
- (b) **Creditor's Meeting.** The calling of a meeting of Debtor's creditors;
- (c) **Committee of Creditors.** The appointment of a committee of Debtor's creditors;
- (d) **Assignment for the Benefit of Creditors.** The making of an assignment for the benefit of the Debtor's creditors;
- (e) **Receivership.** The filing of a voluntary or involuntary petition for or the appointment of a receiver of Debtor's property;
- (f) **Bankruptcy.** The filing of a voluntary petition by or an involuntary petition against Debtor under any provision of the federal Bankruptcy Act;
- (g) **Attachment.** The issuance of a warrant of attachment or for distraint against any of Debtor's property;
- (h) **Tax Lien.** The issuance of a notice of tax lien against Debtor or Debtor's property;
- (i) **Judgments.** The entry of a judgment against Debtor or Debtor's property;

- (j) **Nonpayment of Taxes.** Debtor's failure to pay, withhold, collect, or remit any tax or tax deficiency when assessed or due;
- (k) **Death.** Debtor's death;
- (l) **Dissolution of Business.** The dissolution of Debtor's business;
- (m) **Bulk sale.** The making of a bulk sale by Debtor or the giving of notice of intent to do so;
- (n) **Encumbering Accounts Receivable or Property.** The mortgage, pledge, or assignment of Debtor's accounts receivable or other property;
- (o) **Suspension or Liquidation of Business.** The suspension or liquidation of Debtor's usual business;
- (p) **Failure to Furnish Financial Information.** Debtor's failure, after demand by Secured Party, to furnish financial information to Secured Party or permit Secured Party to examine any of Debtor's books of account or records;
- (q) **Default in Performance of Other Obligations.** Debtor's failure to pay any other note or obligation held by Secured Party when due; or
- (r) **Impairment of Financial Responsibility.** Whenever, in Secured Party's sole opinion, Debtor's financial responsibility becomes impaired or unsatisfactory.

7. Debtor's Obligations With Respect to Use, Care, and Maintenance of Collateral. Debtor agrees to the following with respect to the Collateral during the term of this Agreement:

- (a) **Use of Collateral.** Debtor will use the Collateral only for _____
_____. No other use will be made of the Collateral without Secured Party's prior written consent.
- (b) **Maintenance and Repair of Collateral.** Debtor will maintain the Collateral and keep it in good repair.
- (c) **Place Collateral Will Be Kept.** Debtor will keep the Collateral at _____
_____. Debtor will not remove the Collateral to another location without first obtaining Secured Party's written consent.
- (d) **No Sale of Collateral by Debtor.** Debtor will not sell or transfer the Collateral to a third party or permit it to be done by another, without first obtaining Secured Party's written consent.
- (e) **Insurance.** Debtor will insure the Collateral against all normal risks. The policies shall designate Debtor and Secured Party as beneficiaries, as their interests shall appear. Debtor shall deliver duplicate policies to Secured Party together with proof of timely payment of all premiums when due.

8. Financing Statement. Debtor, at Secured Party's request, will sign any financing statement or other instrument that Secured Party requires to protect the security interest created by this Agreement against the rights or interests of third parties.

9. Rights of Secured Party Upon Debtor's Default. Upon Debtor's default in the performance of any of Debtor's obligations, Secured Party may exercise its rights of enforcement under the Uniform Commercial Code in force in the State of _____, at the date

of this Agreement. In furtherance of the exercise of those rights or in addition to or substitution for those rights, Secured Party may do the following:

(a) **Enter Debtor's Premises.** Enter Debtor's premises to take possession of the Collateral; and

(b) **Require Debtor to Make Collateral Available.** Require Debtor to make the Collateral available to Secured Party at a place designated by Secured Party, provided the place is convenient for Debtor, so that Secured Party may take possession of the Collateral.

10. Effect of Waiver of Default. If Secured Party waives any default by Debtor or if Secured Party remedies any of Debtor's defaults, such action shall not operate as a waiver of the default remedied or of any earlier or later defaults.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

Debtor

Secured Party

FINANCING STATEMENT

This financing statement is presented to a filing officer for filing pursuant to provisions of Article 9 of the Uniform Commercial Code of _____ [jurisdiction].

Debtor (or Assignor) Name: _____
 Address: _____
 City, State: _____

Secured Party
(or Assignee) Name: _____
 Address: _____
 City, State: _____

1. This financing statement covers the following types (or items) of property:

Brief Description of Security

2. (Fill out the following if the collateral consists of goods which are or are to become fixtures.)

The above-described goods are affixed or are to be affixed to property located at:

Address of Premises

Owner of Premises

(Check Applicable Items)

3. () Proceeds of the collateral are also covered.

4. () Products of the collateral are also covered.

Debtor (or Assignor)

CONTRACT FOR SALE OF GOODS - SALE ON CONSIGNMENT

AGREEMENT MADE _____, 19____, between _____
_____, of _____,
hereinafter called Consignor, and _____, of _____,
hereinafter called Consignee.

In consideration of their mutual covenants, the parties agree as follows:

1. Exclusive Appointment. Consignee shall have the exclusive right to sell and distribute Consignor's merchandise throughout _____ during the term of this Agreement.
Specify Territory

2. Delivery of Merchandise. Consignor shall deliver to Consignee, within _____ days after receipt by Consignor of written orders from Consignee, such quantities of Consignor's products as Consignee shall require for sale. The products shall be delivered to and shall be held for sale at Consignee's place of business at _____. Consignor shall pay all freight and shipping charges. Consignee shall be responsible for any loss of or damage to merchandise while it is under Consignee's control.

3. Sale of Merchandise. Consignee shall use its best efforts in the sale and distribution of Consignor's merchandise throughout the territory referred to above. All sales prices shall be fixed by Consignor. Consignee shall not sell Consignor's merchandise at less than the authorized prices, which prices will be reflected in price schedules that will be furnished to Consignee from time to time. All sales made by Consignee shall be for cash. Credit sales may be made by Consignee on written authority only, and on such terms as Consignor may approve prior to such sales.

4. Accounting and Payment. No later than the _____ day of each month, Consignee shall furnish Consignor with a monthly statement itemizing all sales transactions during the preceding month involving Consignor's products and providing an inventory of such products as of the close of such month. With the monthly statement, Consignee shall remit to Consignor all money received by him from the sale of Consignor's products.

As soon as practicable after the _____ day of each month, Consignor shall render a written statement to Consignee showing sales during the preceding month, and shall remit to consignee net commissions for such sales in accordance with the commission schedule set forth in Exhibit _____ attached hereto and made a part hereof.

Consignee shall reimburse Consignor for all shortages of stock at the retail price therefor less consignee's commission.

5. Title to Merchandise. Title to the merchandise consigned to Consignee by Consignor shall remain in Consignor until such products are sold by Consignee in the regular course of business, except that Consignee shall be responsible for all shortages of stock, and shall bear the risk of loss to the extent provided herein.

6. Return of Merchandise. Consignee may at any time return to Consignor any of Consignor's merchandise in Consignee's possession that has not been sold. Consignee shall pay the expense of delivery of such returned merchandise.

7. Operation of Business. Consignor shall have no responsibility or liability whatsoever in connection with the management and operation of Consignee's business. Consignee shall have entire charge of such management and operation, shall furnish all equipment and vehicles, and shall hire and pay the wages of all assistants and employees required for the operation of his business. Consignor reserves no supervision or control over Consignee in the facilities, employees, and methods to be used and employed by Consignee in carrying out the purposes of this Agreement, and shall in no event be responsible for negligence of Consignee or his

employees.

8. Use of Consignor's Name. Consignee is authorized, during the term of this Agreement, to use the description, "Distributor, _____
"Name of Consignor"
in advertising matter and on stationery.

Additionally, all merchandise shall be sold for Consignor's account on Consignor's invoices. However, neither such use nor any other conduct in performance of this Agreement shall be deemed to constitute Consignee an agent of Consignor for any purpose other than the sale of Consignor's products.

9. Employee Benefit Payments. Consignee hereby accepts full and exclusive liability for the payment of any and all premiums, contributions, and taxes for workmen's compensation insurance, unemployment insurance, and for old age pensions, annuities, and retirement benefits, now or hereafter imposed by or pursuant to federal and state laws, which are measured by the wages, salaries, or other remuneration paid to persons employed by Consignee in connection with the performance of this Agreement, and shall enter into any agreement that has been or may hereafter be prescribed by any federal or state governmental body or authority in order to effectuate the aforesaid purposes. Consignee also agrees to indemnify Consignor against any liability for such premiums, taxes, or contributions respecting Consignee's employees that may be assessed against Consignor.

10. Termination. This Agreement may be terminated by either party on _____ days' written notice to the other. The proper accounting and payment between the parties shall be made _____ days after the date set for termination and on such date Consignee shall deliver to Consignor all of Consignor's products in the possession of Consignee. The expense of delivery of such merchandise shall be paid by the party terminating this Agreement.

11. Assignment and Modification. This Agreement is not assignable and any attempted assignment shall be null and void and of no effect. This Agreement may not be modified except by an instrument in writing signed by both of the parties.

12. Construction; Waiver. This Agreement shall be construed according to the laws of the State of _____. The right of either party to require strict performance by the other hereunder shall not be affected by any previous waiver, forbearance, or course of dealing.

Executed at _____ on _____, 19_____.

Consignor

Consignee

Attachments: Price List
Commission Schedule

NOTICE TO PRINCIPAL DEBTOR OF ASSIGNMENT

To: _____
Debtor

_____ *Address*

_____ *City* _____ *State*

REFERENCE is made to that certain security agreement and financing statement, dated _____, 19_____, and filed in _____ County, on _____, 19_____, File No. _____, under which you are the Debtor and _____ is the Secured Party.

YOU ARE HEREBY NOTIFIED that on _____, 19_____, _____, Secured Party, assigned all of his rights as secured party under such agreement and financing statement to the undersigned. A statement of the assignment was filed on _____, 19_____, in the _____ County, File No. _____. A certified copy of the assignment is attached for your records.

DEMAND IS HEREBY MADE that your _____ [weekly or monthly or other] payment of _____ Dollars (\$_____) commencing _____, 19_____ under the agreement and financing statement be made to the undersigned, as assignee, at _____, City of _____, County of _____, State of _____.

Dated: _____, 19_____.

[Signature of assignee]

Assignment confirmed:

[Signature of assignor]

DEMAND FOR PAYMENT OF OPEN ACCOUNT

To: _____
Debtor

Address

City *State*

The undersigned, _____, of _____, City of _____, County of _____, State of _____, Creditor, on an open account established with the above-named Debtor, herein demands that the above-named Debtor pay to the undersigned, on or before _____, 19____, at the above-named address, the sum of _____ Dollars (\$_____) in full payment and discharge of such open account.

If the Debtor fails to comply with this demand, the undersigned will, on or after the above-named date, institute an action on the open account in a court of competent jurisdiction.

Dated: _____, 19____.

Creditor

AGREEMENT - SETTLEMENT OF ACCOUNT

AGREEMENT MADE ON _____, 19____, between _____
_____, of _____
_____, City of _____, County of _____, State of
_____, herein referred to as Debtor.

1. The statement of account attached hereto as Exhibit "A" and incorporated herein by reference is true and correct as to the account that existed between Debtor and Creditor on the day and year first above written.

2. Debtor and Creditor have no claims of any nature whatsoever against each other, other than those claims set forth in the attached Exhibit "A."

3. Debtor on the day and year first above written has paid to Creditor the sum of _____ Dollars (\$_____), and Creditor herein acknowledges receipt of such sum from Debtor, in full payment and settlement of such account.

IN WITNESS WHEREOF, Debtor and Creditor have executed this Agreement at _____ the day and year first above written.

Debtor

Creditor

Attachment: Schedule "A"

Power of Attorney 10

Introduction to Forms:

- **Power of Attorney**
- **Durable Power of Attorney**
- **Durable Power of Attorney for Health Care**

Forms:

- **General Power of Attorney**
- **Special Power of Attorney**
- **Notice of Revocation of Power of Attorney**
- **Durable Power of Attorney**
- **Notice of Revocation of Durable Power of Attorney**
- **Durable Power of Attorney for Health Care**

Power of Attorney

A power of attorney is an instrument which confers upon one person power and authority to act generally or for some special purpose in the place and stead of another. The person who holds a power of attorney is called an attorney in fact. Although only powers affecting real property are required to be in writing, it's generally advisable to have all powers of attorney in writing. A power of attorney must be notarized before it can be recorded.

A power of attorney is strictly construed, and therefore, you should state precisely what powers are conferred and include in this all powers that might be necessary to carry out the main purpose of the power. On the other hand, the principal may desire to limit in some ways the powers conferred upon his attorney. These limitations should be stated with exactness in language that cannot be misconstrued. In short, do not use general language. State specifically what the attorney is permitted to do under the power.

Included here is a form of General Power of Attorney. A general power of attorney gives the attorney in fact full authority to transact any and all kinds of business for the principal. Also included is a form for the revocation of a power of attorney. It is in the form of a notice of revocation and may be sent directly to the attorney in fact and to any third persons with whom he has dealt or is dealing.

Durable Power of Attorney

All fifty states now have statutes authorizing creation of a durable power of attorney. A general power of attorney becomes inoperative upon the disability of the principal whereas a durable power either becomes effective upon or survives the incompetency of the principal. A durable power of attorney will eliminate the necessity of applying for a conservatorship or guardianship upon the incapacity or disability of the principal.

A durable power of attorney must be in writing. It must contain the words "This power of attorney shall not be affected by the subsequent incapacity of the principal," or "This power of attorney shall become effective upon the incapacity of the principal," or similar words showing the intent of the principal that the authority conferred will be exercisable notwithstanding the principal's subsequent incapacity.

Durable Power of Attorney for Health Care

At present, only California, Rhode Island, and Pennsylvania have statutes that expressly permit framing of a durable power of attorney for health care. The remaining states, however, do not place any restrictions on the subject matter that may be covered under a durable power of attorney. The statutes, in general, authorize the appointment of an attorney-in-fact for the "care, custody and control of the person and property of the principal." Presumably, this would indicate that the agent is authorized to make decisions regarding the medical treatment of the principal.

Under a durable power of attorney for health care, an attorney-in-fact would be entitled to obtain and examine all medical records and other information concerning the principal. Agent has the same right as the principal to receive information regarding the proposed health care, to receive and review medical records, and to consent to the disclosure of medical records. He would be empowered to authorize principal's admission to a medical, nursing, convalescent or similar facility, and for this

purpose, he may enter into contractual agreement with the health care provider. He would also have the power to authorize medical and surgical procedures for the principal, including the administration of drugs and intravenous feeding. Under the power, he would hire and discharge doctors, nurses and other medical personnel for the benefit of the principal. Finally, in the case of a terminally ill patient, an attorney-in-fact may be called upon to make decisions regarding withholding or withdrawing of medical treatment which may include food and water.

GENERAL POWER OF ATTORNEY

State of _____

County of _____

KNOW ALL MEN by these presents, that I, _____
_____ the undersigned, of _____, City of _____,
County of _____, State of _____,
do hereby make, constitute, and appoint _____,
of _____, City of _____,
County of _____, State of _____,
my true and lawful attorney in fact for me and in my name, place, and stead, and on my behalf, and
for my use and benefit:

1. To exercise or perform any act, power, duty, right, or obligation whatsoever that I now have, or may hereafter acquire the legal right, power, or capacity to exercise or perform, in connection with, arising from, or relating to any person, item, transaction, thing, business property, real or personal, tangible or intangible, or matter whatsoever;

2. To request, ask, demand, sue for, recover, collect, receive, and hold and possess all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension and retirement benefits, insurance benefits and proceeds, any and all documents of title, choses in action, personal and real property, intangible and tangible property and property rights, and demands whatsoever, liquidated or unliquidated, as now owner shall hereafter become, owned by, or due, owing, payable, or belonging to me or in which I have or may hereafter acquire interest, to have, use, and take all lawful means and equitable and legal remedies, procedures, and writs in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to make, execute, and deliver for me, on my behalf, and in my name, all indorsements, acquittances, releases, receipts, or other sufficient discharges for the same;

3. To lease, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any real or personal property whatsoever, tangible or intangible, or interest thereon, on such terms and conditions, and under such covenants, as said attorney in fact shall deem proper;

4. To maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens, mortgage, subject to deeds of trust, and hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, for me, in my behalf, and in my name and under such terms and conditions, and under such covenants, as said attorney in fact shall deem proper;

5. To conduct, engage in, and transact any and all lawful business of whatever nature or kind for me, on my behalf, and in my name;

6. To make, receive, sign, indorse, execute, acknowledge, deliver, and possess such applications, contracts, agreements, options, covenants, conveyances, deeds, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, letters of credit, notes, stock, certificates, proxies, warrants, commercial paper, receipts, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of, banks, savings and loan or other institutions or associations, proofs of loss, evidences of debts, releases, and satisfaction of mortgages, liens, judgments, security agreements and other debts and obligations and such other instruments in writing of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted.

7. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

8. This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it, limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to said attorney in fact.

9. The rights, powers, and authority of said attorney in fact herein granted shall commence and be in full force and effect on _____, 19_____, and such rights, powers, and authority shall remain in full force and effect thereafter until _____, 19 _____ or terminated prior to such date by written notice signed by me.

Dated: _____, 19_____.

Principal

[Acknowledgment]

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, _____
_____, residing at _____, City of
_____, State of _____, do hereby nominate, constitute
and appoint _____, residing at _____
_____, City of _____, State of
_____, my true and lawful attorney in fact, for me and in my name, place
and stead, and for my use and benefit, to: _____

[Set forth powers of attorney in as complete detail as may be essential so as to make certain that the attorney has the powers which the person executing the instrument desires him to have and no others.]

And I hereby give and grant unto my said attorney in fact full power and authority to do and perform every act necessary, requisite or proper to be done in and about the premises as fully as I might or could do were I personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done by virtue hereof.

This power of attorney is granted for a period of _____ [*specify, e.g., one year*]
and shall become effective on _____, 19 ____ and shall terminate on
_____, 19_____.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of
_____, 19 _____.

Principal

Witness

Witness

Address

Address

(Acknowledgments)

NOTICE OF REVOCATION OF POWER OF ATTORNEY

KNOW ALL MEN by these presents, that I, _____
_____, of _____, City of _____,
County of _____, State of _____,
in and by my written power of attorney, dated _____, 19 _____, did make and
appoint _____, of _____
_____, City of _____, County of _____,
State of _____, my true and lawful attorney in fact for the purposes and with the
powers therein set forth, as more fully appears by reference thereto, as to the record thereof, made
on _____, 19 _____, in Volume _____, of _____, Page
_____, in the office of the county recorder of the County of _____,
State of _____.

NOTICE IS HEREBY GIVEN that I, _____,
by these presents, have revoked, and do hereby revoke, said power of attorney, and all power and
authority thereby given, or intended to be given, to _____
_____.

IN WITNESS WHEREOF, I have signed this instrument the _____ day of
_____, 19 _____.

Principal

[Acknowledgment]

DURABLE POWER OF ATTORNEY

I, _____, of _____
_____, City of _____, County of _____,
State of _____, do hereby appoint _____,
of _____, City of _____, County of _____,
State of _____, my true and lawful attorney in fact,
for me and in my name, place, and stead, and for my use and benefit, to: _____

*specify powers granted as completely as necessary to confer the powers intended and no others;
if certain powers are to be expressly reserved to the principal, add the following phrase: except the
power to: _____
_____ (specify)*

I further give and grant unto my said attorney in fact full power and authority to do and perform every act necessary and proper to be done in the exercise of any of the foregoing powers as fully as I might or could do if personally present, with full power of substitution and revocation hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done by virtue hereof.

This power of attorney is granted for a period of _____ and shall become effective on _____, 19____ and shall terminate on _____, 19_____.

This power of attorney shall not be affected by subsequent incapacity of the principal [*or* "This power of attorney shall become effective upon the incapacity of the principal"].

Principal

Witness

Address

Witness

Address

[Acknowledgment]

**NOTICE OF REVOCATION
OF
DURABLE POWER OF ATTORNEY**

WHEREAS, I _____, of _____
Name

_____, _____
Address City

_____, created a Durable Power of Attorney by a written instrument
State

dated _____, 19_____;

WHEREAS, I, as principal, appointed _____,
Name of Agent

of _____,
Address City State

to serve as my Agent and to exercise the powers set forth in the said instrument;

WHEREAS, pursuant to the terms of the said instrument, I reserved unto myself the exclusive right to amend or revoke at any time the powers created thereunder, including the power to remove my Agent, without the consent of my Agent;

NOW THEREFORE, pursuant to the aforesaid right of revocation, I do hereby revoke in its entirety the said Durable Power of Attorney created by me.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____
day of _____, 19_____.

Signature of Principal

Name of Principal

(Acknowledgment)

DURABLE POWER OF ATTORNEY FOR HEALTH CARE

Created by _____ as Principal.

1. I, _____, of _____
Name of Principal

Address *City* *State*
as principal (the "Principal") intend to create by this instrument a Durable Power of Attorney for health care and do hereby appoint _____

Name of Agent
of _____
Address *City* *State*
my Agent ("Agent") to act for me and in my name and exercise the powers set forth below in matters involving my health and medical care. Accordingly, my Agent is authorized as follows:

2. Subject to any limitations in this document, I hereby grant to my Agent full power and authority to make health care decisions for me to the same extent that I could make such decisions for myself if I had the capacity to do so. In exercising this authority, my Agent shall make health care decisions that are consistent with my desires as stated in this document or otherwise make known to my Agent, including, but not limited to, my desires concerning obtaining or refusing or withdrawing life-prolonging care, treatment, services, and procedures.

3. I hereby authorize all physicians and psychiatrists who have treated me, and all other providers of health care, including hospitals, to release to my Agent all information contained in my medical records which my Agent may request. I hereby waive all privileges attached to physician-patient relationship and to any communication, verbal or written, arising out of such a relationship. My Agent is authorized to request, receive and review any information, verbal or written, pertaining to my physical or mental health, including medical and hospital records, and to execute any releases, waivers or other documents that may be required in order to obtain such information, and to disclose such information to such persons, organizations and health care providers as my Agent shall deem appropriate.

4. My Agent is authorized to employ and discharge health care providers including physicians, psychiatrists, dentists, nurses, and therapists as my Agent shall deem appropriate for my physical, mental and emotional well-being. My Agent is also authorized to pay reasonable fees and expenses for such services contracted.

5. My Agent is authorized to apply for my admission to a medical, nursing, residential or other similar facility, execute any consent or admission forms required by such facility and enter into agreements for my care at such facility or elsewhere during my lifetime or for such lesser periods of time as my Agent may designate.

6. My Agent is authorized to arrange for and consent to medical, therapeutical and surgical procedures for me including the administration of drugs. The power to make health care decisions for me shall include the power to give consent, refuse consent, or withdraw consent to any care, treatment, service, or procedure to maintain, diagnose, or treat a physical or mental condition.

7. I reserve unto myself the right to revoke the authority granted to my Agent hereunder to make health care decisions for me by notifying the treating physician, hospital, or other health care provider orally or in writing.

8. Notwithstanding any provision herein to the contrary, I retain the right to make medical and other health care decisions for myself so long as I am able to give informed consent with respect to a particular decision. In addition, no treatment may be given to me over my objection, and health care necessary to keep me alive may not be stopped if I object.

9. If at any time I should have a terminal condition and my attending physician and another physician, independently of each other, have determined that there can be no recovery from such condition and my death is imminent, where the application of life-prolonging procedures would serve only to artificially prolong the dying process, I direct that such procedures be withheld or withdrawn, and that I be permitted to die naturally with only the administration of medication or the performance of any medical procedure deemed necessary to provide me with comfort, care and alleviate pain.

For purposes of this declaration, life-prolonging procedure shall mean any medical procedure, treatment or intervention which (i) utilizes mechanical or other artificial means to sustain, restore or supplant a spontaneous vital function or is otherwise of such a nature as to afford a patient no reasonable expectation of recovery from a terminal condition and (ii) when applied to a patient in a terminal condition, would serve only to prolong the dying process. "Life-prolonging procedure" shall not include the administration of medication or the performance of any medical procedure deemed necessary to provide comfort, care or alleviate pain.

10. If I have been in an irreversible coma with no reasonable possibility of my ever regaining consciousness, I direct that all procedures used to provide me with nourishment and water (including, for instance, through intravenous feeding and through endotracheal or nasogastric tube means) not be instituted, or if already instituted, withdrawn.

11. This power of attorney shall not be affected by subsequent disability or incapacity of the principal. Notwithstanding any provision herein to the contrary, my Agent shall take no action under this instrument unless I am deemed to be disabled or incapacitated as defined herein. My incapacity shall be deemed to exist when so certified in writing by two licensed physicians not related by blood or marriage to either me or to my Agent. The said certificate shall state that I am incapable of caring for myself and that I am physically and mentally incapable of managing my financial affairs. The certificate of the physicians described above shall be attached to the original of this instrument and if this instrument is filed or recorded among public records, then such certificate shall also be similarly filed or recorded if permitted by applicable law.

12. My Agent shall be entitled to reimbursement for all reasonable costs actually incurred and paid by my Agent on my behalf under the authority granted in this instrument.

13. To the extent permitted by law, I herewith nominate, constitute and appoint my Agent to serve as my guardian, conservator and/or in any similar representative capacity; and, if I am not permitted by law to so nominate, constitute and appoint, then I request any court of competent jurisdiction which may be petitioned by any person to appoint a guardian, conservator or similar representative for me to give due consideration to my request.

14. In the event my Agent is unable or unwilling to serve or to continue to serve, then I appoint

_____ *Name of Successor Agent*
of _____
Address *City* *State*

to serve as substitute or successor agent who shall have all the title, powers and discretion herein given my Agent.

15. My Agent is authorized to make photocopies of this instrument as frequently as necessary. All photocopies shall have the same force and effect as the original.

16. If any provision of this instrument or its application to any person or circumstances is held invalid, such invalidity shall not affect other provision or applications of this instrument which can be given effect without the invalid provision or application, and to this end the provisions of this instrument are severable.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at _____, this _____ day of _____, 19_____.

Signature of Principal

Name of Principal

Witnesses

Signature of Witness of _____
City *State*

Signature of Witness of _____
City *State*

STATE OF _____

COUNTY OF _____

On this _____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he/she executed the same. I declare under penalty of perjury that the person whose name is subscribed to this instrument appears to be of sound mind and under no duress, fraud, or undue influence.

Witness my hand and official seal.

Notary Public

(Notary Seal)

The undersigned acknowledges and accepts appointment as Agent under this instrument on this _____ day of _____, in the year _____.

Signature of Agent

Name of Agent

Personal 11

Introduction to Forms:

- Last Will and Testament
- Deed of Gift
- Gift to Minor
- Anatomical Gifts
- Nonmarital Cohabitation Agreement
- Antenuptial Agreement
- Postnuptial Agreement
- Separation Agreement
- Community Property
- Personal Finance
- Acknowledgments

Forms:

- Last Will and Testament
- Sample Codicil
- Deed of Gift
- Gift to Minor Under Uniform Gift to Minor's Act
- Authorization to Release Medical Information
- Living Will
- Donor Card
- Gift Under Uniform Anatomical Gift Act
- Revocation of Prior Anatomical Gift
- Nonmarital Cohabitation Agreement
- Premarital Agreement
- Postnuptial Property Agreement
- Combined Separation, Property Settlement, Support and Custody Agreement
- Community Property Agreement That Earnings Remain Separate Property
- Agreement to Convert Separate Property Into Community Property
- Agreement Converting Joint Tenancy Property Into Community Property
- Agreement Between Husband and Wife to Convert Community Property Into Tenancy In Common
- Agreement to Convert Joint Tenancy to Tenancy In Common
- Personal Balance Sheet
- Cash Flow Statement
- Projected Retirement Cash Flow Statement
- Acknowledgment
 - by Individual
 - by Partnership
 - by Corporation
 - by Attorney-In-Fact

Last Will and Testament

It is no surprise that most people never get around to writing their will. A will does bring to mind unpleasant reality of life - death. But without a will, your hard-earned assets are distributed, not according to your wishes, but according to the laws of intestate succession of your state. This may have very undesirable results on your family's future. A will allows you to apportion your assets according to your children's or other family member's individual needs and merits. You can designate a portion of estate to go to a charity, if you so wish. You can appoint a guardian of your choice that will look after your minor children's welfare. In the end, a will is a statement of your personal wishes.

Deed of Gift

A gift is the voluntary transfer of property by one person to another without any consideration or compensation. A federal tax is imposed on the transfer of property by gift after an annual exclusion of \$10,000 per donee (\$20,000 if made jointly by husband and wife.)

A deed of gift is sometimes needed to prove ownership of the personal property given. It is also a useful documentation with which to prove the existence of a gift when the gift has tax consequences for the donor or donee, such as the taking of a charitable deduction or the filing of a gift tax return. Since a gift is not completed until delivery has been made to the donee, it is useful to have the donee accept the gift and acknowledge its receipt on the copy of the deed kept by the donor.

Gift to Minor

You can make a gift to a minor simply by delivering the property to a custodian who'll act according to your instructions. Such a gift differs from a trust in that the gift is the minor donee's absolute property the moment delivery is made to the custodian. There can be no reversion to others if the donee dies before reaching his or her majority other than as the donee directs by will or, if the donee dies intestate (i.e., without a will), in accordance with the state laws of distribution and descent. Any income that flows from the gift must be used for the donee's benefit. Immediately upon attaining his or her majority, the donee has an absolute right to possession of the gift.

There are tax benefits to a lifetime giving program. Lifetime gifts may serve to significantly reduce taxes due to the \$10,000 annual exclusion per donee (\$20,000 if the donor's spouse joins in the gift.) A word of caution: If the donor appoints himself as custodian, the value of the property is included in his gross estate for estate tax purposes if he dies while serving in that capacity and before the donee attains the age of majority. It is wise to appoint someone else as custodian.

Included here is a specimen form for gift of securities to the donor's daughter appointing a third party as custodian.

Anatomical Gifts

Anyone of sound mind, 18 years or over, may give all or part of his or her body for any purpose specified in the Uniform Anatomical Gift Act, the gift to take effect at death. Certain persons may also give all or any part of a decedent's body for any statutory purposes.

An anatomical gift may be made by will. It may also be made by document other than a will. In the case of a gift of the donor's own body, the document, which may be a card designed to be carried on the person, must be signed by the donor in the presence of two witnesses, who must sign the document in the donor's presence.

The gift may, but need not, be made to a specified donee. If a donee is named, delivery of the document of gift during the lifetime of the donor, although not required to validate the gift, may expedite the appropriate procedures immediately after death. The donor may designate in the document the surgeon or physician to carry out the appropriate procedures. Once the document of gift has been drafted, it may still be amended or revoked.

Nonmarital Cohabitation Agreement

In recent years a growing number of couples have taken to living together without the benefit of marriage. While most of these living together arrangements are informal in nature, many other relationships are formalized through a contractual agreement. Such an agreement defines the relationship between the parties, who have no present contemplation of marriage, with regard to such matters as pooling earnings, the respective rights and obligations of the parties in property acquired during the nonmarital relationship, and perhaps the support by one of the cohabitants of the other or the children of the parties. Conversely, they may agree that each partner's earnings and property acquired from these earnings remain the separate property of the earning partner. Included here is a sample nonmarital cohabitation agreement between the parties who desire to share their living expenses but maintain all property owned or acquired by either party as the separate property of each party.

Antenuptial Agreement

A "premarital agreement" is an agreement between prospective spouses made in contemplation of marriage and to be effective upon marriage. The parties, with an eye to the future, may like to define their rights in the event of a divorce to the property of the other or to any maintenance or support payments. It may also address the eventuality of the death of either of them.

The form included here is designed to be used by prospective spouses who do not wish to mingle or share their interests in property earned, accumulated, or in any other way received by either of them during their marriage or brought to that marriage by either of them. This form provides for a complete separation of the property interests of the prospective spouses, since it specifies that their respective incomes and accumulations during marriage will be deemed the separate property of the spouse receiving those earnings or accumulations. It also contains a complete mutual release of all marital rights to the property of each spouse.

To avert a future claim of overreaching by either party, each should be represented by an attorney and the agreement should contain full disclosure concerning each party's present worth and future prospects.

Postnuptial Agreement

Generally speaking, husband and wife may enter into any transaction with each other that may determine the ownership or distribution of property between them. Thus, they may contract or agree between them to change the status of the property owned by either or both of them. Such contracts may relate to currently owned property, to an expectancy, or to after-acquired property. Either spouse may file an inventory of his or her separate personal property in the office of the county recorder of the county in which the parties reside, which act will constitute prima facie evidence that title is in the party so filing.

Postnuptial property agreement is executed by spouses during their marriage. It is designed so that the parties may determine and settle their respective rights to property and avoid misunderstandings regarding the use, management, control, and devolution of that property. This form is not designed to be used by parties contemplating or in the process of a marital dissolution.

Unlike antenuptial agreements, postnuptial agreements between husband and wife respecting property need not be in writing. It is recommended, nevertheless, that any contemplated postnuptial agreement be in writing, since a properly drafted instrument facilitates proof of the details of the transaction, indicates the actual intent of the parties, and demonstrates that the transaction resulted from good faith, arms length negotiation.

Separation Agreement

A property settlement or separation agreement provides, generally, that a husband and wife who have separated, or have decided to separate and are in the act of carrying out that decision, will live apart without molestation or control by either one over the other. Commonly, such an agreement covers every subject on which the parties can agree, such as alimony and support of the wife (or, rarely, support of the husband by the wife), custody and support of minor children, division of property, payment of debts, and mutual releases of claims for support and of claims and interests in property. The term "Separation Agreement" is used in some jurisdictions to describe a comprehensive contract between husband and wife settling all such matters; in other jurisdictions the term "Property Settlement Agreement" is used to describe such a contract.

In most states a husband and wife now have the capacity to enter into a property settlement or separation agreement. Property settlement agreements, in fact, are highly favored in the law. The form included here is a complete, detailed marital settlement agreement. Each marital settlement agreement, however, must be tailored to meet the needs of the particular situation.

Community Property

Various states such as Arizona, California, Idaho, Louisiana, New Mexico, Nevada, Texas, and Washington follow a community property system. Under such a system all property acquired by the husband and wife during marriage and while living together is considered community property. Property acquired by either spouse by gift or devise is the property of the acquiring spouse. At the same time, each may still have separate property. They may also hold property between them in joint tenancy and, generally, they may adjust between themselves their community and separate property.

Included here are various agreements designed to convert the form of ownership of property between community, joint or separate.

Personal Finance

What are you worth? A personal balance sheet, or net worth statement, is a list of what you own (assets) and what you owe (liabilities). Subtracting the liabilities from the assets gives you your net worth at one specific moment in time. Computing your net worth may just be the first step in developing a comprehensive personal financial plan. Such a statement allows you to establish your goals and priorities and also acts as a milestone in your journey to financial security. It also enables you to make sure the realities of your financial life match your personal preferences in saving and investment strategies. You may consider yourself conservative, for example, yet your net worth statement may reveal that you borrow a lot or make risky investments.

Forms included here allow you to inventory your assets and liabilities. Also included are forms for calculating your present and projected cash flow. Making a budget and sticking to it is the key to having the money you need - to pay bills, meet emergencies, take the long-cherished vacation, or buy the car you've been thinking about. Essentially the same process is used to project your retirement cash flow. This may provide the peace of mind you need for your financial well-being.

Acknowledgments

An acknowledgment is a declaration, before a notary public or similar official, by a person by whom an instrument has been executed that such execution is his act and deed. It is a public declaration of the fact of execution to all persons who may, in good faith, act thereon.

Acknowledgment is necessary to give validity to some types of instruments. However, the principal purpose of acknowledgment is to enable an instrument to be recorded. It is provided by statute that, with certain specified exceptions, an instrument cannot be recorded unless its execution is first acknowledged by the person executing it.

Many of the forms included in this Kit require them to be acknowledged before a notary public. This is indicated at the end of most forms. You may choose an appropriate form from this chapter for that purpose.

LAST WILL AND TESTAMENT
OF

Testator's Name

1. I, _____, a resident of and domicile in the City of _____, County of _____, and State of _____, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all wills and codicils at any time heretofore made by me.

2. I am married to _____ and all references to _____ shall be to _____

My Husband/Wife

Him/Her

At the time of the execution of this will, I have the following children:

Names of Children

As used in this will, the words "my children" shall mean the above-named, and any others hereafter born to me, and in addition to my natural children, any child legally adopted by me.

3. I direct that all my just debts, secured and unsecured, be paid as soon as practicable after my death, but my executor shall not be required to pay in advance of maturity any obligation of mine.

4. I direct that all estate, inheritance, succession, death or similar taxes (except generation-skipping transfer taxes), regardless of whether the assets in respect of which such taxes have been imposed pass under this will or otherwise, shall be paid out of my residuary estate passing under will, without apportionment.

5. I give and bequeath to _____, if he shall survive me, _____

e.g., my diamond ring

If he shall not survive me, then I give and bequeath said _____

e.g., diamond ring

to _____, if he shall survive me.

Alternate Beneficiary

If he shall not survive me, such property shall be added to and disposed of as my residuary estate.

6. I give and bequeath to _____, if he shall survive me, the stocks listed below:

Shares	Stocks
_____	_____

If he shall not survive me, then this legacy shall lapse and become a part of the residue of my estate.

7. I give and bequeath to _____, if he shall survive me, the sum of _____. If he shall not survive me, then I give and bequeath said sum to _____, if he shall survive me. If he shall not survive me, then this legacy shall lapse and become a part of the residue of my estate.

8. I hereby forgive any and all debts owed to me at the time of my death by _____ including interest thereon, and I direct my executor to cancel any promissory notes or other evidences of his indebtedness to me.

9. I give and bequeath all of my personal and household effects of every kind including but not limited to furniture, appliances, furnishings, pictures, silverware, china, glass, books, jewelry, wearing apparel, boats, automobiles, and other vehicles, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property, to _____, if he/she shall survive me. If my said

Name of Spouse

husband/wife shall not survive me, I give and bequeath all of said property to my children surviving me, in approximately equal share, provided however, the issue of a deceased child surviving me shall take per stirpes the share their parent would have taken had he or she survived me. If my issue do not agree to the division of the said property among themselves, my executor shall make division among them, the decision of my executor to be in all respects binding upon my issue. If any beneficiary hereunder is a minor, my executor may distribute such minor's share to such minor or for such minor's use to any person with whom such minor is residing or who has the care or control of such minor without further responsibility and the receipt of the person to whom it is distributed shall be a complete discharge of my executor.

10. I give and devise to _____, if he shall survive me, any interest which I own at the time of my death in the house and lot located at _____.

If this property at the time of my death is subject to any mortgage, then this devise shall be subject thereto and the devisee shall not be entitled to have the obligation secured by such mortgage paid out of my general estate.

11. All the rest, residue and remainder of my estate, of whatsoever kind and nature, and wheresoever situated, of which I may be seized or possessed or to which I may be entitled at the time of my death, not hereby otherwise effectually disposed of (including any property over which I have power of appointment) I give, devise and bequeath to _____

Name (e.g., Spouse)

_____, if he/she shall survive me. If he/she shall not survive me, then I give, devise and bequeath the residuary estate to _____

Names (e.g., Children)

_____ equally.

12. I hereby nominate, constitute and appoint _____ to be executor of this will and to serve without bond. If for any reason, he shall fail to qualify or cease to act as executor, then I nominate, constitute and appoint as executor _____ to serve without bond.

13. In addition to, and not in limitation of all authority, power and discretion granted under applicable law, I authorize my executor:

- (a) to retain any assets which shall come into their possession as a part of my estate;
- (b) to sell or exchange any property contained in my estate, whether real or personal, and in case of sale, to sell at public auction or privately, for cash or credit, and upon such terms and conditions as they may deem best;
- (c) to invest and reinvest in such notes, bonds, debentures, shares of stock (common or preferred) or other securities or property as they, in their sole discretion shall deem best without being confined to such investments as are usual for the investment of trust funds;
- (d) to register and take title to any securities or other property held in my estate in the name of any nominee selected by them, without disclosing this trust;
- (e) to make division or distribution of my estate in kind, money or partly in both, without regard to the income tax basis of any property, and their valuation of property for such purposes shall be final and binding on all parties interested therein;
- (f) to compromise and adjust any claims against or in favor of my estate upon such terms and conditions as they deem proper;
- (g) to borrow money and renew obligations for my estate without any personal liability on my executors in doing so, and for such purposes to pledge, mortgage, and encumber all or any portion of my estate.

14. If any beneficiary and I should die under such circumstances as would render it doubtful whether the beneficiary or I died first, then it shall be conclusively presumed for the purposes of my will that said beneficiary predeceased me.

15. If I have a minor child or children who survive me, then I hereby nominate, constitute and appoint _____ as testamentary guardian of the person and the property of such minor child or children and, to the extent allowed by law, direct that such guardian shall serve without bond. If the aforementioned guardian dies, resigns, refuses or is otherwise unable to act, then I appoint _____ as testamentary guardian of the person and property of such minor child or children and direct that he shall also serve without bond.

16. Whenever in this will, payment is to be made to a minor, or property is to be delivered to such minor, I authorize my executor to pay or deliver the same, in his discretion, to the parent, or to the person having the care, custody or control of such minor, and the receipt of such payee shall be full acquittance to my executor.

17. If any beneficiary under this will in any manner, directly or indirectly, contests or attacks this will or any of its provisions, any share or interest in my estate given to the contesting beneficiary under this will is revoked and shall be disposed of in the same manner provided herein as if that contesting beneficiary had predeceased me without issue.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this _____ day of _____, 19_____.

Signature

The foregoing will consisting of _____
Number

typewritten pages, this included, was this _____
day of _____, 19_____, signed, sealed, published and declared by
the said testator as and for his/her Last Will and Testament in our presence, and we, at his/her
request and in his/her presence, and in the presence of each other, have hereunto subscribed our
names as witnesses on the above date.

_____ of _____
Address
_____ of _____
Address
_____ of _____
Address

AFFIDAVIT

STATE OF _____ CITY
or
COUNTY OF _____ TOWN _____

Personally appeared (1) _____
(2) _____ and (3) _____

who being duly sworn, depose and say that they attested the said Will and they subscribed the
same at the request and in the presence of the said Testator and in the presence of each other,
and the said Testator signed said Will in their presence and acknowledged that he/she had signed
said Will and declared the same to be his/her LAST WILL AND TESTAMENT, and deponents
further state that at the time of the execution of said Will the said Testator appeared to be of lawful
age and sound mind and memory and there was no evidence of undue influence. The deponents
make this affidavit at the request of the testator.

(1) _____
(2) _____
(3) _____

Subscribed and sworn to before me this _____ day of _____, 19 _____.

(Notary Seal)

Notary Public

SAMPLE CODICIL.

I, _____, of _____ do hereby make, publish and declare this to be the First Codicil to my Last Will and Testament, dated _____, 19_____.

Whereas, by the said will, paragraph six, I gave and bequeathed to my nephew, _____, the sum of _____ dollars;

And whereas, my said nephew, _____, has since died and his said legacy has lapsed;

I do now hereby give and bequeath the said sum so bequeathed to my said nephew as aforementioned, to and among such of his children as shall be living at the time of my death, equally to be divided among them, the share or respective shares to such child or children to be paid, assigned, and transferred to them when they shall respectively reach the age of 21 years. I direct that the interest of the said sum shall, during such suspense and payment, be applied by my executor toward maintenance and education or otherwise for the benefit of such children respectively.

In all other respects, I confirm and republish my will dated _____, 19_____. In witness whereof, I have hereunto set my hand and seal this _____ day of _____, 19_____.

Signature

The foregoing Codicil was signed, sealed, published and declared by _____ as and for a First Codicil to his Last Will and Testament and he did also republish and reaffirm said Last Will and Testament as by this First Codicil amended as and for his Last Will and Testament in our presence and we, at his request and in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses on the above date.

_____ of _____
_____ of _____
_____ of _____

AFFIDAVIT

STATE OF _____ City
or
COUNTY OF _____ Town _____

Personally appeared (1) _____
(2) _____ and (3) _____

who being duly sworn, depose and say that they attested the said Will and they subscribed the same at the request and in the presence of the said Testator and in the presence of each other, and the said Testator signed said Codicil to Will in their presence and acknowledged that he had signed said Codicil to Will and declared the same to be his first Codicil to his LAST WILL AND TESTAMENT, and deponents further state that at the time of the execution of said Codicil to Will the said Testator appeared to be of lawful age and sound mind and memory and there was no evidence of undue influence. The deponents make this affidavit at the request of the Testator.

(1) _____

(2) _____

(3) _____

Subscribed and sworn to before me this _____ day of
_____, 19_____.

(Notary Seal)

Notary Public

DEED OF GIFT

1. Transfer. I, _____, residing at _____ (Donor), give, assign, and transfer to _____, residing at _____ (Donee), all my right, title, and interest in and to: _____

Description of Gift, e.g., securities, insurance policy

2. Delivery. Simultaneously with the delivery of this instrument to Donee, I have delivered physical possession of the _____ *Gift*

Dated: _____, 19_____
_____ *Donor*

[Donee's Acknowledgment]

3. Acceptance and Receipt. I, _____, accept the above gift and acknowledge receipt of the original of the above instrument and physical possession of the above-described _____ *Gift*

Donee

GIFT TO MINOR UNDER UNIFORM GIFT TO MINORS ACT

1. Delivery of Property to Custodian. I, _____, residing at _____, (Donor), deliver to _____, residing at _____ (Custodian), as custodian for my daughter _____, during her minority, certificates representing _____ shares of _____ Corporation stock (shares) together with stock powers signed in blank.

2. Unrestricted Gift. This delivery constitutes an unrestricted and irrevocable gift to my daughter of the shares and vests in her full legal and equitable title to the shares including the shares' earnings and proceeds.

3. Registration of Gift. During the periods of custodianship, the shares shall be registered in the Custodian's name, as custodian for my daughter, _____.

4. Powers of Custodian. Custodian, during the period of custodianship, is authorized to:

(a) **Receive Income.** Receive the income from the shares;

(b) **Vote the Shares.** Exercise all the rights and privileges of a shareholder in _____ Corporation;

(c) **Sell the Shares.** Sell the shares on a recognized Exchange and employ a broker and pay broker's commissions for that purpose;

(d) **Reinvest Sales Proceeds.** If the shares are sold, reinvest the proceeds of the sale in other securities or property; and

(e) **Powers With Regard to Substituted Property.** If the shares are sold and the proceeds reinvested, exercise the same powers with regard to the substituted property as are authorized with regard to the shares.

5. Duties of Custodian. Custodian, during the period of custodianship must:

(a) Pay over to my daughter all income earned by the shares or by any property purchased with the proceeds of a sale of the shares. The income need not be paid directly to my daughter but may be applied for her benefit or paid to any of my daughter's adult relatives, other than me, to be applied for her benefit.

(b) Manage the stock and any property purchased from the proceeds of the sale of the shares in a prudent manner.

6. Custodian to Serve Without Bond. Custodian shall not be required to post a bond or other surety for the full and faithful performance of his duties.

7. Termination of Custodianship. Custodian may terminate the custodianship before my daughter reaches her majority by (a) distributing to my daughter or expending on her behalf all the proceeds derived from the sale of the shares or of any substituted property or (b) by registering the shares or any substituted property in my daughter's name and delivering them or it to her. If a guardian of my daughter's property should be appointed during the custodianship, Custodian shall register the shares or substituted property in the guardian's name and promptly deliver them or it to the guardian.

8. Child's Death. If my daughter should die before the termination of the custodianship, Custodian shall register the shares or substituted property in the name of the legal representative

of my daughter's estate and deliver the shares or substituted property to the representative.

9. Child Reaching Majority. When my daughter reaches her majority, Custodian shall register the shares or substituted property in her name and promptly deliver them or it to her.

10. Successor Custodian. If Custodian dies or becomes incapacitated before the custodianship terminates, or if I am not alive, my brother _____ shall appoint a successor custodian who shall have the same powers, duties, and privileges as if he or she were the original custodian.

Dated: _____, 19 _____.

Donor

Accepted:

Custodian

AUTHORIZATION TO RELEASE MEDICAL INFORMATION

To: _____
Name of Physician

Address

City _____ *State*

_____ has been retained by me to
[Name of Attorney or Firm of Attorneys]
prosecute a claim against _____ for personal
[Designation of Insurer or Tortfeasor]
injuries sustained. Your full cooperation with my attorney is respectfully requested.

You are hereby authorized and requested to furnish _____
_____, my attorney, any and all information or opinions that he may request
regarding my present or past physical condition and treatment and to allow him to see or copy any
X-rays or records that you may have regarding my past or present condition or treatment.

You are further requested not to disclose any information concerning my past or present
condition or treatment, or the record thereof, to any insurance adjuster or person other than my
attorney named above without written authority from me to do so. All prior authorization of
disclosure is hereby canceled.

Dated: _____, 19_____.

[Signature]

LIVING WILL

To my family, my physician, my lawyer, and my clergyman:

To any medical facility in whose care I happen to be:

To any individual who may become responsible for my health, welfare, or affairs:

I, _____ wish to make this statement as an expression of my desires and directions while I am still of sound and competent mind. If a time comes when I can no longer take part in decisions regarding my own well-being, let this statement serve as a guide to all those who care for me.

Should a situation arise when there is no reasonable expectation of my recovering from extreme physical or mental disability, I request that I be allowed to die and not be kept alive by artificial means or "heroic measures" undertaken by medical personnel. I do, however, ask that medication be mercifully administered to me to alleviate pain and suffering even though this may hasten the moment of death.

If I have executed a valid form of bequeathal of any of my organs for transplant or research purposes, I do ask and authorize that I be kept alive by artificial means for a time sufficient to enable the medical personnel to accomplish the withdrawal of the organs.

I am making this request after careful consideration and is in accordance with my beliefs and convictions. I hope that those who care for me will feel morally bound to carry out my wishes as expressed here.

Date: _____ Signature: _____

Witness

Address

Witness

Address

Witness

Address

DONOR CARD

Donor Card of _____
Name of Donor

In the hope that I may help others, I hereby make this anatomical gift, if medically acceptable, to take effect on my death. The words and marks below indicate my desire.

I give to:

() _____ any needed organs or parts.
Donee

() _____ only the following organs or parts for the purpose of transplantation, therapy, or medical research or education.

Specify organs or parts

() _____, my body for anatomical study, if needed.
Donee

I designate _____ to carry out the appropriate procedures.
Surgeon or Physicial

Limitations or special wishes, if any: _____

Signed by donor and the following two witnesses in the presence of each other on _____, 19____ at _____.

Donor

Address

_____, 19____
Date of Birth of Donor

Witness

Witness

Address

Address

GIFT UNDER UNIFORM ANATOMICAL GIFT ACT

I, _____, donor, being of sound mind and at least 18 years of age, hereby give my _____
describe part of body given
to _____ of _____
Donee Address
_____, City of _____, County of _____,
State of _____. This gift will be effective immediately following my death.

Dated: _____, 19_____. _____
Donor

Address

The above-named donor signed this document in our presence, and we now sign as witnesses in the donor's presence.

Witness _____
Witness

Address _____
Address

REVOCATION OF PRIOR ANATOMICAL GIFT

To: _____
Donee

Address

City *State*

On _____, 19_____, I, _____,

executed a document in which I gave to you my _____
body or specify part or parts
such gift to take effect on my death.

Effective immediately, I hereby revoke that gift, and instruct you not to accept my
_____ should such be delivered to you.
body or parts

Dated: _____, 19_____.

Donor

Address

City *State*

NONMARITAL COHABITATION AGREEMENT

AGREEMENT made this _____ day of _____, 19 _____, by and between _____, hereinafter referred to as "First Party", and _____, hereinafter referred to as "Second Party".

RECITALS

A. The parties to this Agreement have been living together since _____, 19 _____, at _____, City of _____, County of _____, State of _____, and it is their intent to continue such living arrangement.

B. Each of the parties is an unmarried person and a resident of the State of _____.

C. Each of the parties intends to continue in his or her present occupation.

D. The parties intend by this Agreement to define their property rights with one another.

E. The parties do not intend that any informal or common-law marriage shall arise by virtue of the parties cohabiting with one another.

IT IS THEREFORE AGREED:

1. Consideration. The consideration for this Agreement consists of the mutual promises of each party to act as the companion and homemaker to the other, in addition to the other promises contained in this Agreement. The furnishing of sexual services forms no part of the consideration for this Agreement.

The parties agree that any services which either party may provide to the other or for the benefit of the other are fully compensated by this Agreement.

2. Earnings as Separate Property. The earnings of each party, while living together, shall remain their separate property and shall not be subject to division on termination of the parties' relationship.

3. Payment of Living Expenses. The parties agree that _____, First Party, shall pay _____ per cent (_____%) and _____, Second Party, shall pay _____ per cent (_____%) of their living expenses while they are living together. First Party shall deposit _____ Dollars (\$_____) monthly and Second Party shall deposit _____ Dollars (\$_____) monthly into a joint checking account on which either party may draw. Any property purchased from such account and any balance in this account shall be owned in the same percentages as contributions to the account.

4. Assets and Liabilities as Separate Property. Each of the parties agrees that property owned or acquired by either party shall remain the separate property of each party. This property shall include, but not be limited to, all property, whether real or personal, owned by either party at the effective date of this Agreement; all property acquired by either party out of the proceeds or income from property owned at the effective date of this Agreement or attributable to appreciation in value of such property, whether the enhancement is due to market conditions or to the services, skills, or efforts of its owners; and all property hereafter acquired by either party by gift, bequest, devise or inheritance, or income from such property, or attributable to appreciation in value of such property, whether the enhancement is due to market conditions or to the services, skills or efforts

of its owner.

Neither party shall be liable for the individual and separate debts incurred by the other party.

5. Present Financial Condition of Each Party. A balance sheet of each party has been attached to this Agreement. Neither party represents his or her respective balance sheet to be an exact computation of his or her assets and liabilities, but such balance sheet constitutes a reasonable approximation of each party's assets and liabilities.

Each party represents to the other that he or she has fully disclosed to the other his or her financial situation by the representations contained in such balance sheet subject only to the warning that such balance sheet was prepared informally and not by professional accountants.

6. Fiduciary Relationship. Each of the parties promises to act in good faith and to deal fairly toward the other in the management of their joint property and in living under the terms of this Agreement.

7. Commingling of Separate and Joint Property. Where either or both of the parties commingle his or her separately owned property with jointly owned property, the commingled property shall be presumed to be the jointly owned property of the parties, unless the commingling party reasonably demonstrates that the separately owned property can be traced.

8. Legal Names of Parties and Children. Each party shall keep his or her respective surname as the legal name of such party. The parties agree, however, that any child or children of the parties shall be given the surname of _____.

9. Support, Maintenance, and Education of Children. Each party to this Agreement shall furnish the necessary clothing, food, shelter and medical attendance, or other remedial care, for any child or children of the parties. Furthermore, each party shall furnish the amount for support and education of such child or children that is reasonable under the circumstances, taking account of such child's or children's needs and the financial circumstances of the parties. The obligations of the parties under this Agreement to provide support, maintenance, and education for their child or children shall terminate for each such child receiving support, maintenance, and education when such child dies, attains majority, is married, or is otherwise emancipated, whichever of these events shall occur first.

10. Complete Agreement. This Agreement sets forth the entire Agreement between the parties with regard to the subject matter hereof. All agreements, covenants, representations and warranties, either express or implied, oral or written, of the parties with regard to their financial relationship, either past, present or future, commencing as of the date they began living together and terminating if and when they separate, are contained in this Agreement.

11. Severability of Provisions. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining portions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

12. Amendment. This Agreement can only be amended by a written agreement signed by both parties.

13. Effect of Death. Each of the parties waives the right to be supported by the other after their separation or after the death of either party.

14. Effective Date and Termination. This Agreement shall be effective as of _____, 19 _____ and shall continue until terminated on the written consent of the parties, the separation of the parties or the death of either party, whichever of these events shall occur first.

15. Division of Property. On termination of this Agreement, the parties shall immediately divide their jointly owned property. If the parties are unable to agree on a division of their property, an appraiser shall divide such property. The appraiser shall inventory and appraise at fair market value the property jointly owned by the parties at the time of termination of this Agreement. Unless the parties agree to the contrary, Appraiser shall divide the jointly owned personal property equally or nearly equally between the parties using the appraised market value as the basis for division. Appraiser shall also appraise any real property jointly owned by the parties at the time of termination of this Agreement, set the appraised value of such real property based on its fair market value, and fix the percentage representing each of the parties' individual ownership interest in each such property.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____.

IN WITNESS WHEREOF, the parties have executed this Agreement at _____ the day and year first above written.

First Party

Second Party

PREMARITAL AGREEMENT

1. Parties. _____, of _____, and _____, of _____, in contemplation of their future marriage, do hereby enter into this Premarital Agreement.

2. Purpose. The parties enter into this Agreement for the purpose of defining their respective property rights following their contemplated marriage. They intend that all property owned by either of them at the time of the marriage, and all additional property of any nature which either of them acquires after marriage, shall be the separate property of the party who receives and owns that property. The parties further intend to avoid any interests which, except for the operation of this Agreement, each of them might acquire in the property of the other as incidents of their marital relationship.

3. Disclosure of Property. Each party has made a full and complete disclosure to the other party of all property which he or she owns. A list of all property owned by the first prospective spouse, _____ along with encumbrances, is set forth in Exhibit A, which is attached to and made a part of this Agreement. A list of all property owned by the second prospective spouse, _____ along with encumbrances, is set forth in Exhibit B, which is attached to and made a part of this Agreement.

The parties understand that the figures and amounts set forth in Exhibits A and B are approximately correct and not necessarily exact, and that they reflect the values of the listed property on or about the date of this Agreement.

Each party acknowledges that he or she has read Exhibits A and B, that he or she is entering into this Agreement freely and voluntarily, and that he or she understands the contents of this Agreement.

4. Children of Prospective Spouses. First prospective spouse, _____ is the mother of the following children:

_____ years of age.

_____ years of age.

Second prospective spouse, _____ is the father of the following children:

_____ years of age.

_____ years of age.

5. Property of Each Spouse to Be Separate. First prospective spouse, _____, agrees that all property of any nature or in any place, including but not limited to the earnings and income resulting from the personal services, skill, effort, and work belonging to the second prospective spouse, _____, at the commencement of the marriage, or acquired by or coming to this spouse by purchase, gift, inheritance, or other means during the marriage, shall be the separate property of the second prospective spouse, and shall be subject to that person's disposition as separate property, in the same manner as if no marriage had been entered into.

Second prospective spouse, _____

agrees that all property of any nature or in any place, including but not limited to the earnings and income resulting from the personal services, skill, effort, and work belonging to the first prospective spouse, _____, at the commencement of the marriage, or acquired by or coming to this spouse by purchase, gift, inheritance, or other means during the marriage, shall be the separate property of the first prospective spouse, and shall be subject to that person's disposition as separate property, in the same manner as if no marriage had been entered into.

6. Waiver of Maintenance Obligations. The parties agree that if their marriage is terminated at any time by divorce, annulment, or dissolution, neither party shall be liable for the maintenance of the other. If there are issue of the marriage, this Agreement between the parties will not in any way affect the rights of the children to support from both of their parents.

7. Release of Marital Rights to Separate Property. The parties mutually agree to waive and release any and all equitable or legal claims and rights, actual, inchoate, or contingent which he or she may acquire in the separate property of the other by reason of their marriage, including but not limited to:

- (a) The right to a family allowance.
- (b) The right to a probate homestead.
- (c) The right to claims of dower, curtesy, or any statutory substitutes provided by the laws of the state in which the parties or either of them die domiciled or in which they own real property.
- (d) The right of election to take against the will of the other.
- (e) The right to a distributive share in the estate of the other should he or she die intestate.
- (f) The right to act as administrator of the other.

Nothing in this Agreement shall be deemed to constitute a waiver by either party of any bequest or devise that the other party may choose to make to him or her by will or codicil. However, the parties acknowledge that neither of them have made promises of any kind to the other regarding any bequest or devises.

8. Execution of Other Instruments. Each party agrees, upon the request of the other, to execute, deliver, and properly acknowledge whatever additional instruments may be required to carry out the intention of this Agreement and to execute, deliver, and properly acknowledge any deeds or other documents in order that good and marketable title to any separate property can be conveyed by one party free from any claim of the other party acquired by him or her by reason of their marriage.

9. Representation by Separate Counsel. Each party acknowledges that he or she has been represented by independent counsel in the negotiation of this Agreement; that counsel representing each party is one of his or her own choosing; and that each party has read this Agreement and that the meaning and legal consequences of this Agreement have been explained to them by their respective counsel.

10. Binding Effect. This Agreement shall bind and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

11. Integration Clause. This Agreement constitutes the entire understanding between the parties concerning the subject matter that it covers. Any oral representations or modifications made prior to or after execution of this Agreement concerning the subject matter of this Agreement shall have no force or effect; provided, however, that this Agreement may be subsequently

modified by a writing specifically referring to this Agreement and signed by both parties.

12. Effect of Partial Invalidity. If any term, provision, promise, or condition of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

13. Governing Law. This Agreement shall be governed by the laws of the State of _____.

IN WITNESS WHEREOF, the parties have executed this Agreement at _____
_____ on _____, 19_____.

First Prospective Spouse

Second Prospective Spouse

Attachments:

Exhibit A - List of Property Owned by First Prospective Spouse
Exhibit B - List of Property Owned by Second Prospective Spouse

Acknowledgment

State of _____

County of _____

On this _____ day of _____ in the year of 19 _____,
before me, _____ a notary public,
personally appeared _____ and _____

Name of first prospective spouse

_____ personally known to me or proved to
Name of second prospective spouse

me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same.

[Notarial Seal]

Notary Public

POSTNUPTIAL PROPERTY AGREEMENT

THIS AGREEMENT is made on _____, 19____ between _____, Husband, and _____, Wife, who have been married since _____, 19____, and who reside at _____, City of _____, County of _____, State of _____.

This agreement is made with the intent and desire to define and specify the respective and collective rights of the above-named parties in the separate, joint and community property of the parties, and without the intent of either party to obtain a divorce or a legal separation.

1. Stipulation of Parties. The parties stipulate as follows:

a. Husband's Separate Personal Property. _____, Husband, owns as his separate property the following personal property:

Description	Location	Value
		\$ _____
		\$ _____

b. Husband's Separate Real Property. _____, Husband, owns as his separate property the following real property:

Description	Location	Value
		\$ _____
		\$ _____

c. Wife's Separate Personal Property. _____, Wife, owns as her separate property the following personal property:

Description	Location	Value
		\$ _____
		\$ _____

d. Wife's Separate Real Property. _____, Wife, owns as her separate property the following real property:

Description	Location	Value
		\$ _____
		\$ _____

e. Community Personal Property. _____, Husband, and _____, Wife, own, as husband and wife, the following community personal property:

Description	Location	Value
		\$ _____

_____ \$ _____

f. Community Real Property. _____,
Husband, and _____, Wife, own, as
husband and wife, the following community real property:

Description	Location	Value
_____	_____	\$ _____
_____	_____	\$ _____

g. Personal Property Held In Joint Tenancy. _____
_____, Husband, and _____,
Wife, own the following personal property in joint tenancy:

Description	Location	Value
_____	_____	\$ _____
_____	_____	\$ _____

h. Real Property Held In Joint Tenancy. _____
_____, Husband, and _____,
Wife, own the following real property in joint tenancy:

Description	Location	Value
_____	_____	\$ _____
_____	_____	\$ _____

i. Affirmation of Full Disclosure. Each party individually affirms that a complete disclosure has been made to the other of all real and personal property owned, in whole or in part, by each respective party.

2. Property Rights of Parties. The parties agree:

a. Husband's Separate Personal Property. All of the following-described personal property, heretofore the separate property of the Wife or the community property of the parties or held by the parties in joint tenancy, shall become the separate personal property of _____, Husband:

Description	Location	Value
_____	_____	\$ _____
_____	_____	\$ _____

b. Husband's Separate Real Property. All of the following-described real property, heretofore the separate property of the Wife or the community property of the parties or held by the parties in joint tenancy, shall become the separate real property of _____, Husband:

Description	Location	Value
_____	_____	\$ _____

_____ \$ _____

c. Wife's Separate Personal Property. All of the following-described personal property, heretofore the separate property of the Husband or the community property of the parties or held by the parties in joint tenancy, shall become the separate personal property of _____, Wife:

Description	Location	Value
_____	_____	\$ _____
_____	_____	\$ _____

d. Wife's Separate Real Property. All of the following-described real property, heretofore the separate property of the Husband or the community property of the parties or held by the parties in joint tenancy, shall become the separate real property of _____, Wife:

Description	Location	Value
_____	_____	\$ _____
_____	_____	\$ _____

e. Community Personal Property. All of the following-described property, heretofore the separate property of the Wife or Husband or held by the parties in joint tenancy or as community property, shall become the community personal property of the parties:

Description	Location	Value
_____	_____	\$ _____
_____	_____	\$ _____

f. Community Real Property. All of the following-described real property, heretofore the separate property of the Wife or Husband or held by the parties in joint tenancy or as community property, shall become the community real property of the parties:

Description	Location	Value
_____	_____	\$ _____
_____	_____	\$ _____

g. Tenancy In Common. All of the following-described property shall be owned by _____, Husband, and _____, Wife, as tenants in common with all of the rights and incidents pertaining to such tenancy in common:

Description	Location	Value
_____	_____	\$ _____
_____	_____	\$ _____

h. Joint Tenancy. All of the following-described property shall be owned by _____, Husband, and _____

_____, Wife, as joint tenants with all of the rights and incidents pertaining to such joint tenancy:

Description	Location	Value
_____	_____	\$ _____
_____	_____	\$ _____

1. Cooperation in Execution of Instruments. Each of the parties to this Agreement shall cooperate fully in executing and delivering all instruments necessary to carry into effect the provisions of this Agreement.

3. Stipulation of Representation by Counsel.

We, _____, Husband, and _____, Wife, acknowledge that we have been represented by counsel during negotiations for this Agreement, that our rights in the real and personal property described in this agreement have been fully explained, that the legal consequences of this Agreement have been fully explained, and that we understand our legal rights in the property and the legal consequences of this Agreement.

Dated: _____, 19_____.

Husband

Wife

[Acknowledgment]

COMBINED SEPARATION, PROPERTY SETTLEMENT, SUPPORT AND CUSTODY AGREEMENT

THIS AGREEMENT is made between _____, residing at _____, City of _____, County of _____, State of _____, herein referred to as Husband, and _____, residing at _____, City of _____, County of _____, State of _____, herein referred to as Wife.

Recitals

1. The parties hereto were married on _____, 19 _____, in the City of _____, County of _____, State of _____, and ever since have been and now are husband and wife.

2. They have the following children, all of whom are the issue of this marriage:

Name	Sex	Birthdate
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. As a result of disputes and irreconcilable differences between the parties, they have agreed to an immediate and permanent separation.

4. Husband and Wife intend and it is the purpose of this Agreement to make a complete and final settlement of all claims that Wife may have against Husband for alimony, support, and maintenance, to provide fairly and adequately for her support and maintenance, to memorialize the separation of the parties and their agreement to remain separated, to finalize their agreements as to the division of the property, both real and personal, owned by them or either of them and to provide for the custody, support, and maintenance of their minor children.

5. In order to insure the full information and advice of both Husband and Wife, each has retained and has been represented by independent legal counsel in connection with the negotiations for and the drafting of this Agreement in the consideration of the respective rights, duties, and obligations of the parties.

6. A proceeding for dissolution of the marriage of the parties is now pending in the County of _____, State of _____, Action No _____.

For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties hereto, Husband and Wife agree as follows:

1. Living Separate. Husband and Wife may and shall hereafter live separate and apart, each free from all dominion, restraint, and control by the other, whether direct or indirect, as fully as if unmarried. Each party may hereafter reside at such place or places as he or she may select.

2. No Molestation or Interference. Neither party shall molest or interfere with the other nor compel or attempt to compel the other to cohabit or dwell with him or her, by any means whatsoever.

3. Property Owned By Husband. The following property is owned by Husband alone:

Item One: _____ [For example: That certain real property situated in the County of _____, State of _____, and more specifically described as follows: _____.]

Item Two: _____ [For example: _____ (number) shares of common stock of _____, a corporation.]

Item Three: _____ [For example: One _____ (make) automobile, serial number _____, title certificate number _____, registered in the State of _____.]

Item Four: _____ [List separately items of personal property, such as: clothing, furniture, books, works of art, stamp and coin collections, and other similar belongings.]

4. Property Owned By Wife. The following property is owned by Wife alone:

Item One: _____ [For example: That certain real property situated in the County of _____, State of _____, and more specifically described as follows: _____.]

Item Two: _____ [For example: _____ Dollars (\$) _____ in a savings account, number _____, on deposit with _____ Bank at _____ (address), City of _____, State of _____.]

Item Three: _____ [For example: Savings bonds of the United States government, series _____, the present value of which is _____ Dollars (\$) _____.]

Item Four: _____ [List separately items of personal property, such as: clothing, furs, jewelry, books, works of art, furniture, household appliances, and other similar belongings.]

5. Property Owned By Husband and Wife. The following property is owned by Husband and Wife together _____ [in community or as joint tenants with right of survivorship or as tenants in common or as the case may be]:

Item One: _____ [For example: The premises known as _____ (address), in the City of _____, State of _____, the former family residence of the parties, subject to a _____ (mortgage or deed of trust) of which the balance is approximately _____ Dollars (\$) _____.]

Item Two: _____ [For example: One _____ (make) automobile, serial number, title certificate number _____, registered in the State of _____].

Item Three: _____ [For example: _____ Dollars (\$) _____ in a joint checking account, number _____, on deposit with _____ Bank at _____ (address), City of _____, State of _____.]

Item Four: _____ [For example: _____ Dollars (\$) _____ in a joint savings account, number _____]

_____, on deposit with _____ Bank at _____
_____, (address), City of _____, State of _____.]

Item Five: _____ [List separately items of personal property, such as: household furniture and appliances, works of art, books, jewels, and other similar belongings.]

6. Property Apportioned to Wife. There is hereby apportioned, set aside, transferred, and confirmed to Wife, free of all claim and demand of Husband, the following items described as: _____ [List separately as applicable: real property; furniture and household furnishings; jewelry and other personal items of special or sentimental value; insurance policies and annuities; bank checking and savings accounts and savings and loan accounts; contents of safe deposit boxes; stock, stock options, bonds and other securities; pension, retirement, and social security benefit rights; automobiles, boats, and aircraft; and other items of personal property].

7. Property Apportioned to Husband. There is hereby apportioned, set aside, transferred, and confirmed to Husband, free of all claim and demand of wife, the following items described as: _____ [List separately as applicable: real property; furniture and household furnishings; jewelry and other personal items of special or sentimental value; insurance policies and annuities; bank checking and savings accounts and savings and loan accounts; contents of safe deposit boxes; stock, stock options, bonds and other securities; pension, retirement, and social security benefit rights; automobiles, boats, and aircraft; and other items of personal property].

8. Release of Property Rights. Each party releases, quitclaims, and assigns to the other party all his or her right, title, and interest, present and prospective, in each item of property herein apportioned, set aside, transferred, and confirmed to the other party _____ [if appropriate, add: including but not limited to all rights of dower or curtesy, choate or inchoate, homestead, and family rights upon probate or including but not limited to all community rights and rights as joint tenant].

9. Execution of Instruments. Each party shall promptly execute and deliver to the other party or any nominee or nominees of the other party, all instruments that may be necessary, convenient, or appropriate to carry into effect, fully and fairly, all the provisions of this Agreement for division and confirmation of property, and mutual release thereof.

10. Full Disclosure of Property Interests. Each party represents and warrants that he or she has made a full disclosure of all his or her property and that neither has knowledge of any other property of any kind in which the party so representing has any beneficial interest.

11. Release of Estate Rights. Each party releases all right to share in the estate of the other, or to serve as executor or administrator of the estate of the other, except only as provided by will or codicil to will executed subsequent to the date of this Agreement.

12. Debts and Obligations. Each of the parties shall pay all debts incurred by him or her after the date of this Agreement and indemnify the other party against liability thereof.

13. Support and Maintenance of Wife. Husband shall pay to Wife as and for her necessary support and maintenance, the sum of _____ Dollars (\$ _____) per month, on or before the _____ day of each month, and continuing thereafter until the remarriage of Wife, the death of Wife, or the death of Husband, whichever event shall first occur.

All payments by Husband for the support and maintenance of Wife shall be separate from any other obligation of Husband hereunder to make payments to wife.

14. Wife's Attorneys' Fees. Husband shall pay to _____,

attorney for Wife, upon the execution of this Agreement, the sum of _____ Dollars (\$ _____) for services rendered to Wife in all matters relating to the separation of the parties and the negotiations for and preparation of this Agreement. Wife waives and releases all other and further right to reimbursement by Husband for attorneys' fees heretofore or hereafter incurred by her.

15. Future Earnings and Acquisitions. All income, earnings, or other property received or acquired by either party to this Agreement on or after the date of execution of this Agreement shall be the sole and separate property of the receiving or acquiring party. Each party, as of the effective date of this Agreement, does hereby and forever waive, release, and relinquish all right, title, and interest in all such income, earnings, or other property so received or acquired by the other.

16. Custody and Visitation. Subject to the further order of any court of competent jurisdiction, Wife shall have the custody and control of the minor children of the parties. Husband shall have the right of reasonable visitation at times and places to be agreed upon by the parties. Neither Husband nor Wife shall remove the children from the State of _____, without the prior written consent of the other or the order of a court of competent jurisdiction on motion after notice to the other party authorizing such removal.

17. Child Support. The parties agree to the following provisions for the support and maintenance of the children: Husband shall pay to Wife for the support, maintenance, and education of their minor children, the sum of \$ _____ each month for each minor child. The parties agree that this amount is reasonable and sufficient for the needs of each of the children and it is based on Husband's financial ability to pay support. These payments shall be made on the _____ day of every month commencing on _____, 19_____, and shall continue until further order by a court of competent jurisdiction. Husband's obligation to make such payments shall terminate as to each child who dies, reaches the age of majority, is married, or otherwise emancipated, whichever of these events shall occur first. In consideration for such payments, Wife agrees to assume sole responsibility for the support, maintenance, and education of the minor children.

18. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to the rights and liabilities arising out of their marriage. This Agreement contains the entire agreement of the parties.

19. Modification and Binding Effect of Agreement. The provisions of this Agreement shall not be modified or changed except by mutual consent and agreement of the parties, expressed in writing.

This Agreement shall be binding upon the parties and their respective heirs, executors, administrators, and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Wife

Husband

(Acknowledgment)

**COMMUNITY PROPERTY AGREEMENT THAT EARNINGS
REMAIN SEPARATE PROPERTY**

1. Parties. _____, Husband, and
_____, Wife, were married on _____,
19_____, in _____. As of the date of this
Agreement they are living together as husband and wife.

2. Property. The parties agree that their respective earnings from any employment in
which they may engage during the course of their marriage will remain the exclusive property of the
person who earned it, and shall not become community property.

Dated: _____, 19_____

Husband

Wife

[Acknowledgment]

**AGREEMENT TO CONVERT SEPARATE
PROPERTY INTO COMMUNITY PROPERTY**

1. Parties. _____, Husband, and
_____, Wife, of _____,
_____, County of _____,
State of _____, were married on _____, 19____ at
_____ and since that time have been living
together as husband and wife.

2. Property. During this marriage the Parties have acquired property which by the laws of the State of _____ is deemed to be community property. A list of such property is attached to this Agreement as Schedule A and incorporated by reference.

3. Conversion of Separate Property to Community Property. Any property now held separately by either Husband or Wife listed in Schedule B is declared by this instrument to be their community property.

4. After-Acquired Property. Any property acquired by the Parties after the date of this Agreement will be the community property of the Parties.

5. Disclosure. Schedule B represents a full disclosure by the Parties of all property owned by each respectively.

6. Execution of Instruments. The Parties agree to cooperate in the preparation, execution, and delivery of any instruments necessary to carry out this Agreement.

7. Counsel. Each Party has been represented by counsel in the preparation of this Agreement. Each Party understands the terms, provisions, and legal effect of the Agreement.

IN WITNESS WHEREOF, we have executed this Agreement at _____
_____.

Dated: _____, 19_____

Husband

Wife

Attachments: Schedule A - List of Community Property
Schedule B - List of Separate Property

[Acknowledgment]

**AGREEMENT CONVERTING JOINT TENANCY PROPERTY
INTO COMMUNITY PROPERTY**

1. **Parties.** _____, Husband, and _____, Wife, reside at _____, County of _____, State of _____, and were married in the City of _____, State of _____, on _____, 19_____. They are currently married.

2. **Property.** The parties currently own the following property as joint tenants:

Description of Property

3. **Conversion of Property.** The parties agree that the above-described property, now owned by them as joint tenants, shall from the date of this Agreement be held by them as community property. All instruments, deeds, and other documents necessary to execute this conversion shall be executed and delivered by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 19_____.

Husband

Wife

[Acknowledgment]

**AGREEMENT BETWEEN HUSBAND AND WIFE TO CONVERT
COMMUNITY PROPERTY INTO TENANCY IN COMMON**

AGREEMENT MADE _____, 19____ between _____
_____, Husband, of _____
_____, County of _____, State of _____, and
_____, Wife, of _____
_____, County of _____, State of _____.

Recitals

1. The parties hereto were married on _____, 19____, and since that time have been, and are now, husband and wife.

2. Since the date of their marriage, the parties hereto have acquired property, both real and personal, within the State of _____, all of which is now being held by the parties as community property under the laws of the State of _____.

3. The parties hereto desire to separate and divide the property acquired by them since their marriage, to terminate its community property status, and to hold it as tenants in common, each having an undivided one-half interest.

THE PARTIES AGREE AS FOLLOWS:

On or before _____, 19____, they will convey all of their real and personal property heretofore held as community property to themselves as tenants in common, each to hold an undivided one-half interest in all such property.

Further, the parties agree to execute and deliver any and all documents and instruments necessary to effectuate the above-described conveyances and to convey title to the parties as tenants in common, each holding an undivided one-half interest.

IN WITNESS WHEREOF, the parties have executed this Agreement at _____
_____ the day and year first above written.

[Signatures]

[Acknowledgments]

AGREEMENT TO CONVERT JOINT TENANCY TO TENANCY IN COMMON

AGREEMENT MADE _____, 19____, between _____
_____, of _____,
County of _____, State of _____, and _____
_____, of _____,
County of _____, State of _____.

The parties hereto desire that the property, both real and personal, now owned by them in joint tenancy and not as tenants in common be converted and held by them as tenants in common, and not as joint tenants with right of survivorship.

It is agreed that from and after this date all the real and personal property owned by the parties hereto, whether presently held in joint tenancy by the parties, or presently owned by either of the parties hereto in his own name shall be owned by each of the parties as follows:

An undivided _____ per cent (_____%) interest therein shall be the separate property of _____, and _____
_____ hereby assigns and transfers to _____
_____ all of his right, title and interest in and to such undivided _____ per cent (_____%) interest in the same.

An undivided _____ per cent (_____%) interest therein shall be the separate property of _____, and _____
_____ hereby assigns and transfers to _____
_____ all of his right, title and interest in and to such undivided _____ per cent (_____%) interest in the same.

The parties further agree to execute and deliver any deed or other instrument, and to do any act, necessary to effectuate this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement at _____
_____ the day and year first above written.

[Signatures]

[Acknowledgments]

PERSONAL BALANCE SHEET

Assets

Cash

Cash on hand	\$	_____
Checking accounts		_____
Savings accounts		_____
Money Market funds		_____
Certificates of deposit		_____
U.S. Savings bonds		_____
Other _____		_____

TOTAL CASH \$ _____

Liquid Investments

Common stocks	\$	_____
Preferred stocks		_____
Mutual funds		_____
Bonds (corporate, municipal)		_____
Treasury securities		_____
Cash value of insurance		_____
Annuities		_____
Gold, silver		_____
Other _____		_____

TOTAL LIQUID INVESTMENTS \$ _____

Nonliquid Investments

IRAs and Keoghs	\$	_____
Employee savings plans		_____
Vested profit sharing/pension		_____
Tax shelter investments		_____
Interests in business		_____
Notes receivable		_____
Collectibles, art		_____
Real estate		_____
Other _____		_____

TOTAL NONLIQUID INVESTMENTS \$ _____

Personal Assets

Residence	\$	_____
Vacation home		_____
Automobiles		_____
Furnishings		_____
Clothing, furs, jewelry		_____
Other _____		_____

TOTAL PERSONAL ASSETS \$ _____

TOTAL ASSETS \$ _____

Liabilities

Current Liabilities

Taxes \$ _____
Monthly mortgage or rent _____
Insurance premiums _____
Utilities _____
Alimony, child support _____
Credit card accounts _____
Other _____

TOTAL CURRENT LIABILITIES \$ _____

Mortgages

Home \$ _____
Vacation home _____
Investment real estate _____
Other _____

TOTAL MORTGAGES \$ _____

Loans

Home improvements \$ _____
Automobile _____
Education _____
Other installment loans _____
Loans against life insurance _____
Margin accounts _____
Other _____

TOTAL LOANS \$ _____

TOTAL LIABILITIES \$ _____

NET WORTH \$ _____
(Assets minus Liabilities)

CASH FLOW STATEMENT

Income	LAST YEAR	THIS YEAR	NEXT YEAR
Husband's gross wages or salary	\$ _____	\$ _____	\$ _____
Wife's gross wages or salary	_____	_____	_____
Bonus	_____	_____	_____
Dividends and interest	_____	_____	_____
Child support/alimony	_____	_____	_____
Annuities, pension, Social Security	_____	_____	_____
Rents, royalties, fees	_____	_____	_____
Notes receivable	_____	_____	_____
TOTAL INCOME	\$ _____	\$ _____	\$ _____
Taxes			
Federal income tax	\$ _____	\$ _____	\$ _____
State, City income tax	_____	_____	_____
Social Security	_____	_____	_____
Property taxes	_____	_____	_____
TOTAL TAXES	\$ _____	\$ _____	\$ _____
Living Expenses			
Rent or mortgage payments	\$ _____	\$ _____	\$ _____
Food	_____	_____	_____
Clothing	_____	_____	_____
Utilities	_____	_____	_____
Home maintenance and improvement	_____	_____	_____
Automobile, transportation	_____	_____	_____
Meals out	_____	_____	_____
Recreation, entertainment, vacations	_____	_____	_____
Furniture and other durable goods	_____	_____	_____
Medical (unreimbursed by insurance)	_____	_____	_____
Charge card payments	_____	_____	_____
Education, day care	_____	_____	_____
Auto insurance premiums	_____	_____	_____
Life insurance premiums	_____	_____	_____
Health insurance premiums	_____	_____	_____
Legal fees	_____	_____	_____
Loan payments	_____	_____	_____
Other _____	_____	_____	_____
TOTAL LIVING EXPENSES	\$ _____	\$ _____	\$ _____
Funds Available For Savings & Investments	\$ _____	\$ _____	\$ _____

PROJECTED RETIREMENT CASH FLOW STATEMENT

Income	YOURSELF	SPOUSE	TOTAL
Social Security	\$ _____	\$ _____	\$ _____
Pension plan	_____	_____	_____
Profit sharing	_____	_____	_____
IRA/Keogh	_____	_____	_____
Private annuity	_____	_____	_____
Interest on savings	_____	_____	_____
Interest on bonds	_____	_____	_____
Stock dividends	_____	_____	_____
Rental income	_____	_____	_____
Other _____	_____	_____	_____
TOTAL ESTIMATED INCOME	\$ _____	\$ _____	\$ _____
Taxes			
Federal income tax	\$ _____	\$ _____	\$ _____
State, City income tax	_____	_____	_____
Property taxes	_____	_____	_____
TOTAL ESTIMATED TAXES	\$ _____	\$ _____	\$ _____
Living Expenses			
Rent or mortgage payments	\$ _____	\$ _____	\$ _____
Food	_____	_____	_____
Clothing	_____	_____	_____
Utilities	_____	_____	_____
Home maintenance and improvement	_____	_____	_____
Automobile, transportation	_____	_____	_____
Meals out	_____	_____	_____
Recreation, entertainment, vacations	_____	_____	_____
Furniture and other durable goods	_____	_____	_____
Medical (unreimbursed by insurance)	_____	_____	_____
Charge card payments	_____	_____	_____
Education, day care	_____	_____	_____
Auto insurance premiums	_____	_____	_____
Life insurance premiums	_____	_____	_____
Health insurance premiums	_____	_____	_____
Legal fees	_____	_____	_____
Loan payments	_____	_____	_____
Other _____	_____	_____	_____
TOTAL ESTIMATED LIVING EXPENSES	\$ _____	\$ _____	\$ _____
Funds Available For Savings & Investments	\$ _____	\$ _____	\$ _____

ACKNOWLEDGMENT - BY INDIVIDUAL

State of _____

County of _____

On this _____ day of _____, in 19_____, before me, _____
_____, personally appeared _____
_____ known to me or proved to me on the basis of satisfactory evidence to be the
person whose name is subscribed to the within instrument, and acknowledged that he/she executed
the same.

Executed and sealed by me at _____,
_____ on _____, 19_____.

[Signature and Title of Officer]

[Notarial Seal]

ACKNOWLEDGMENT - BY PARTNERSHIP

State of _____

County of _____

On this _____ day of _____, 19_____, before me,
_____, personally appeared _____
_____, known to me or proved to me on the basis of satisfactory
evidence to be one of the partnership that executed the within instrument, and acknowledged to me
that such partnership executed the same.

Executed and sealed by me at _____,
_____ on _____, 19_____.

[Signature and Title of Officer]

[Notarial Seal]

ACKNOWLEDGMENT - BY CORPORATION

State of _____

County of _____

On this _____ day of _____, 19____, before me, _____
_____, personally appeared _____
_____, known to me or proved to me on the basis of satisfactory evidence to be the
president/secretary of the corporation that executed the within instrument [*or, if instrument executed
in behalf of the corporation by someone other than its president or secretary, insert: person who
executed the within instrument on behalf of the corporation therein named*], and acknowledged to me
that such corporation executed the within instrument pursuant to _____ [its bylaws
or a resolution of its board of directors].

Executed and sealed by me at _____,
_____ on _____, 19_____.

[Signature and Title of Officer]

[Notarial Seal]

ACKNOWLEDGMENT - BY ATTORNEY IN FACT

State of _____

County of _____

On this _____ day of _____, 19____, before me,
_____, personally appeared _____
_____, known to me or proved to me on the basis of satisfactory
evidence to be the person whose name is subscribed to the within instrument as the attorney in fact
of _____, and acknowledged to me that he sub-
scribed the name of _____ thereto as principal, and
his own name as attorney in fact.

Executed and sealed by me at _____,
_____ on _____, 19_____.

[Signature and Title of Officer]

[Notarial Seal]

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