

LEGAL MESSENGER

Legal Forms & Contracts

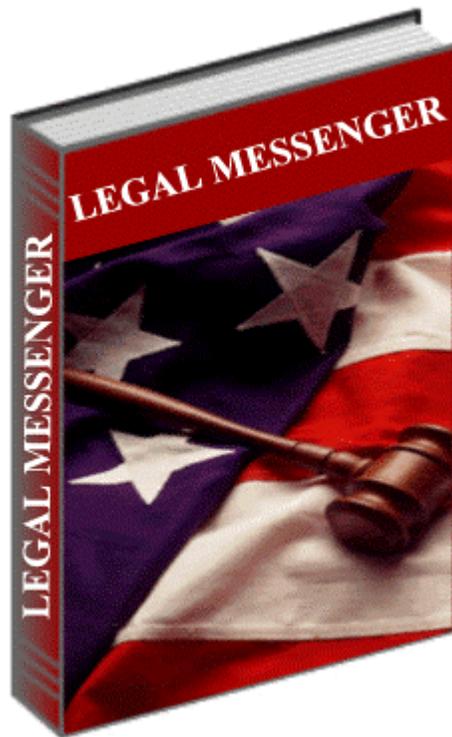


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Introduction

The purpose of this e-book is to provide consumers with information about as well access to forms and contracts that would be otherwise costly and inaccessible to the public. This e-book contains FREE forms and contracts.

This e-book was created for the purpose of saving the consumer time and money. Frequently, matters can be resolved with a simple form, contract or agreement, without the need of costly attorneys. Attorney fees are expensive and consumers need not pay them.

The information in this e-book is comprehensive and is meticulously organized for the ease of use and convenience of the consumer. The e-book is divided into two parts: Personal legal forms and Business legal forms. Each part is split into different sections with the appropriate forms and contracts. The e-book explains the forms, their purpose and provides examples of what they can be used for. Free forms and contracts are provided in every section of the e-book. Throughout the e-book, you will find testimonials from various consumers and users who were extremely satisfied from using the forms and information contained in this e-book.

PART I Business Forms and Contracts

1. Buying and Selling

1.1 [Bill of Sale of Car](#)

An agreement that transfers ownership of a car from a seller to a buyer.
The auto bill of sale confirms and proves ownership of the car.
It is needed to obtain automobile insurance.
It serves as a sales receipt.

Testimonial

"I wanted to sell my car so I needed a bill of sale to complete the transaction. I sold the car as a private sale. The whole thing was easy once I had this document. Not only that, I got other documents for free which I didn't think I would need, but I did! In the same package, I got a bill of sale of personal property, which I used to sell the rims and other equipment related to the car. I got my 20\$ worth and more." **Brian Welsh, Montgomery, NJ**

1.2 [Bill of Sale of Boat/Vessel](#)

An agreement that transfers ownership of a boat from a seller to a buyer.
It confirms and proves ownership of the boat.
It is needed to obtain boat insurance.
It serves as a sales receipt.

1.3 [Bill of Sale of Personal Property](#)

An agreement that transfers ownership of personal property.
Can be used for computer, TV, Stereo, Appliances, Tools, Trailer, Bicycle, Firearm etc.
it confirms and proves ownership of the personal property.
It serves as a sales receipt.

1.4 [Bill of Sale of Business](#)

An agreement that transfers ownership of a business from a seller to a buyer.
It confirms and proves ownership of the business.
It serves as a sales receipt and needed for tax purposes.

1.5 [Agreement to Sell Business](#)

An agreement that transfers ownership of a business from a seller to a buyer.
It confirms and proves ownership of the business.
It serves as a sales receipt.

1.6 [Agreement to Sell Art Work](#)

An agreement that transfers ownership of an Art Work.
Confirms and proves ownership of the Art Work.
Can be used for all types of Art Work including paintings and sculptures
Serves as a sales receipt. **A Free Art Work Sale Agreement is Provided**

Agreement to Sell Works of Art

The following constitutes the entire agreement with respect to the sale by _____ [Buyer's full name] ("Buyer") of sculptures, drawings and graphics created by _____ [Artist's full name] ("Artist"):

1. For a period of _____ years commencing on the date of this agreement, Buyer shall have the exclusive right, in any part of the world, to offer for sale and to authorize others to offer for sale, all items of art works created and owned by Artist. Artist shall initially deliver each such item of his work to Buyer at such location as may be designated by Buyer.
2. During the period of _____ years, Buyer shall have the exclusive right to arrange, and to authorize others to arrange, for the publication and/or sale, in any part of the world, of books and catalogues containing illustrated reproductions of the art work of Artist.
3. During the period of _____ years, Buyer shall arrange for exhibitions of Artist's works in the Cities of _____, _____ and such other places as the parties shall jointly determine. Buyer shall be responsible for all of the expenses of such exhibitions, including advertising and catalogue costs and insurance, and shall bear the entire cost of storing all items of Artist's work delivered to Buyer pursuant to this agreement.
4. The parties acknowledge that Artist has furnished to Buyer photographs of each item of Artist's works owned by Artist on the date of this agreement. The price at which Buyer shall offer each such item for sale shall not be less than the price set forth on the back of such photograph. The parties shall jointly determine the minimum sales price to be charged as to those art works to be created by Artist during the term of this agreement. Minimum prices may be changed from time to time in such manner as shall jointly be determined by the parties.
5. Upon the sale of any of the art works covered by this agreement, Buyer shall be reimbursed, from the actual net proceeds of sale, for any initial shipping cost advanced with respect to such item. In addition and as compensation for Buyer's services in effecting the sale of a particular work, Buyer shall be entitled to retain _____% of the balance of the net proceeds of the particular sale, as and for Buyer's commission for having effected such sale, with the remaining _____ percent of such balance, less any amounts otherwise due to Buyer under this agreement, to be paid to Artist on a quarterly basis.
6. This agreement shall be governed by and construed in accordance with the laws of the State of _____ and shall be binding upon and inure to the benefit of the respective executors, administrators, successors and assigns of the parties.

Dated _____.

Buyer:

Artist:

[Buyer's Signature]

[Artist's Signature]

[Buyer's Printed Name]

[Artist's Printed Name]

1.7 [Agreement to Sell Personal Property](#)

An agreement that transfers ownership of personal property.
Confirms and proves ownership of the personal property.
Used for Computer, TV, Stereo, Appliances, Tools, Trailer, Bicycle, Firearm etc
Serves as a sales receipt.

1.8 [Exclusive Right to Sell](#)

A listing contract under which the owner appoints a real estate broker as his or her exclusive agent for a designated period of time, to sell the property on the owner's stated terms, and agrees to pay the broker a commission when the property is sold, whether by the broker, the owner or another broker.

1.9 [Installment Sale & Security Agreement](#)

An agreement that transfers ownership of goods from a seller to a buyer
The buyer is given the choice of paying in installments as set in the contract
Ensures that the unpaid balance remains in full force and effect until fully paid
Ensures that the seller's security interest in the goods sold remain perfected
Confirms and proves the sale of the goods.

1.10 [Open Listing Realty Agreement](#)

An agreement whereby the owner of the property agrees to pay a real estate broker an agreed upon commission should the broker find a purchaser ready, willing and able to pay a price for the property that is accepted by the owner.
The owner retains the right to sell the property himself/herself or through other brokers.
Used for property that needs to be sold quickly or is a tough sell.

1.11 [Quitclaim Bill of Sale](#)

A document that transfers the right, title or claim to another person.
Confirms and proves the transfer of the right or title to the property.
Serves as a sales receipt.

1.12 [Quitclaim Deed](#)

To disclaim one's interest in real property and pass the claim to another person.
Typically used when a spouse is disclaiming interest in property that the other spouse owns.
Confirms and proves the transfer of the claim.

1.13 [Sales of Goods Agreement](#)

An agreement that transfers ownership of goods from a seller to a buyer.
Confirms and proves ownership of the goods.
Serves as a sales receipt.

1.14 [Warranty Bill of Sale](#)

An agreement that transfers ownership of an asset from a seller to a buyer
Seller warrants to buyer it has good and marketable title to said property.
Seller warrants to buyer it has full authority to sell and transfer said property.
Confirms and proves ownership of the property.
Serves as a sales receipt.

1.15 [Warranty Deed](#)

The seller guarantees that he/she holds clear title to a piece of real estate and has a right to sell it to the buyer.
Guarantee is not limited to the time the seller owned the property but extends back to the property's origins.
The seller states there are no hidden liens, debts or encumbrances on the property.

1.16 [Warranty Deed with Vendor's Lien](#)

The seller guarantees that he/she holds clear title to a piece of real estate and has a right to sell it to the buyer.
Designed for use anytime a portion of the purchase price is financed.
This usually occurs when the note is to be executed either in favor of the seller or a third-party mortgagee financing the buyer's purchase of the property.

1.17 [Demand of Delivery](#)

A legal notice to request delivery of goods paid for by the buyer.
Entitles the buyer to a refund for the seller's failure to deliver the goods.
Serves as evidence for not receiving the goods.

1.18 [Notice of C.O.D. Terms](#)

The seller informs the buyer that shipment is not possible on credit terms.
The seller assumes capacity on demand terms are satisfactory to the buyer unless notified otherwise.

1.19 [Product Defect Notice](#)

Informs the seller that the buyer received a defected product.
Entitles the buyer to a refund and restitution.
Confirms and proves the receipt of the defective product.

2. **Borrowing and Lending**

2.1 [Promissory Note](#)

An agreement to repay a specified sum of money at a stated time or on demand.

An enforceable promise of payment with or without interest.

Yearly, monthly, weekly or balloon payments.

2.2 [Promissory Installment Note](#)

An agreement to repay a specified sum of money in installments.

An enforceable promise of payment with or without interest.

Installments can be yearly, monthly, weekly or balloon payments.

Testimonial

"Money can come between friends, but with the promissory note I bought from your site, I lent a friend a significant sum of money while my mind is at ease. From my side, I have a proof of the loan. From his end, he has a legal obligation to repay the loan. We're both comfortable with the arrangement thanks to the note. Thanks for the other free forms in the package."

Stacie Clark, Oakland, MI

2.3 [Release Agreement](#)

An agreement not to proceed with legal action in exchange for compensation
A Release Agreement can be used to settle claims involving:

- Personal injury
- Property damage
- Participation in dangerous activities
- Satisfaction of debt
- motor vehicle damage
- Other types of claims and disputes

2.4 [Loan Agreement](#)

Used when an individual is borrowing money from another individual.

Used when an individual is lending money to another individual.

Contains conditions, covenants and restrictions to be executed by the borrower.

2.5 [Demand Note](#)

A loan with no fixed term or set duration of repayment.

The loan can be recalled upon the lenders request.

Provides flexibility for the borrower so long as the lender does not call back the loan.

2.6 [Guaranty](#)

A Promise by an individual or organization to repay a loan in the event of default.

Accepts responsibility for an obligation if the entity with primary responsibility for the obligation does not meet it.

Guarantees prompt, punctual and full payment of money due to creditor from customer.

2.7 [Notice of Default in Payment](#)

A notification that payment is due and has not been received.

Warns of invoking remedies and other action if payment is not remitted.

Proves and confirms notification regarding default in payment.

2.8 [Receipt](#)

A document acknowledging the receipt of payment by the borrower or customer.

Indicates whether payment is full or partial.

Indicates the remaining balance in case of partial payment.

2.9 [Security Agreement](#)

A special agreement whereby the Grantor and Borrower assigns, grants and pledges to the Grantee and Lender a security interest in a hard asset known as the collateral.

Examples of typical collateral are shares of stock, real estate, and vehicles

The Borrower agrees that the Lender shall have the rights stated in the Security Agreement with respect to the Collateral, in addition to all other general rights which the Lender may have by law.

A Free Security Agreement is Provided

SECURITY AGREEMENT

This SECURITY AGREEMENT is made on this _____ day of _____, 20____ between _____, _____, _____ ("Debtor"), and _____, _____, _____, _____ ("Secured Party").

1. **SECURITY INTEREST.** Debtor grants to Secured Party a security interest in all inventory, equipment, appliances, furnishings, and fixtures now or hereafter placed upon the premises known as _____, located at _____, _____ (the "Premises") or used in connection therewith and in which Debtor now has or hereafter acquires any right and the proceeds there from. As additional collateral, Debtor assigns to Secured Party, a security interest in all of its right, title, and interest to any trademarks, trade names, contract rights, and leasehold interests in which Debtor now has or hereafter acquires. The Security Interest shall secure the payment and performance of Debtor's promissory note of even date herewith in the principal amount of _____ (\$_____) Dollars and the payment and performance of all other liabilities and obligations of Debtor to Secured Party of every kind and description, direct or indirect, absolute or contingent, due or to become due now existing or hereafter arising.

2. **COVENANTS.** Debtor hereby warrants and covenants: (a) The collateral will be kept at _____, _____, _____; and that the collateral will not be removed from the Premises other than in the ordinary course of business. (b) The Debtor's place of business is _____, _____, _____, and Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business. (c) The parties intend that the collateral is and will at all times remain personal property despite the fact and irrespective of the manner in which it is attached to realty. (d) The Debtor will not sell, dispose, or otherwise transfer the collateral or any interest therein without the prior written consent of Secured Party, and the Debtor shall keep the collateral free from unpaid charges (including rent), taxes, and liens. (e) The Debtor shall execute alone or with Secured Party any Financing Statement or other document or procure any document, and pay the cost of filing the same in all public offices wherever filing is deemed by Secured Party to be necessary. (f) Debtor shall maintain insurance at all times with respect to all collateral against risks of fire, theft, and other such risks and in such amounts as Secured Party may require. The policies shall be payable to both the Secured Party and the Debtor as their interests appear and shall provide for ten (10) days written notice of cancellation to Secured Party. (g) The Debtor shall make all repairs, replacements, additions, and improvements necessary to maintain any equipment in good working order and condition. At its option, Secured Party may discharge taxes, liens, or other encumbrances at any time levied or placed on the collateral, may pay rent or insurance due on the

collateral and may pay for the maintenance and preservation of the collateral. Debtor agrees to reimburse Secured Party on demand for any payment made, or any expense incurred by Secured Party pursuant to the foregoing authorization.

3. DEFAULT. The Debtor shall be in default under this Agreement upon the happening of any of the following: (a) any misrepresentation in connection with this Agreement on the part of the Debtor. (b) Any noncompliance with or nonperformance of the Debtor's obligations under the Note or this Agreement. (c) if Debtor is involved in any financial difficulty as evidenced by (i) an assignment for the benefit of creditors, or (ii) an attachment or receivership of assets not dissolved within thirty (30) days, or (iii) the institution of Bankruptcy proceedings, whether voluntary or involuntary, which is not dismissed within thirty (30) days from the date on which it is filed. Upon default and at any time thereafter, Secured Party may declare all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Party may require the Debtor to make it available to Secured Party at a place which is mutually convenient. No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit up and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

By:

Date: _____

NOTE: FILE FINANCING STATEMENTS IN OR WITHIN FIVE (5) DAYS FROM DATE.

2.10 [Balloon Note](#)

A long-term loan that has one large payment (the balloon payment) due upon maturity.

Often has the advantage of very low interest payments, and smaller installments, thus requiring very little capital outlay during the life of the loan. There may be additional smaller payments at regular intervals before and/or after the balloon payment.

The balloon note can be used for a mortgage loan and car auto loan with a balloon payment calculator and a amortization schedule.

2.11 [Pledge of Shares of Stock](#)

Pledges shares of stocks as collateral security to secure the payment of debt. The "Pledgee" may assign or transfer debt and the collateral pledged to a third party.

Upon payment of the obligation for which the shares were pledged, the shares shall be returned to the "Pledgor" and the pledge agreement shall be terminated.

3. **Business Ventures**

3.1 [General Agreement](#)

A document whereby two or more entities enter into a business agreement
Describes the roles, responsibilities and obligations of each person (entity)
Describes the authority structure of the business.

3.2 [Joint Venture Agreement](#)

An agreement whereby two or more entities enter into a joint venture.
Describes capital contribution schedules and structure.
Describes profit and loss distribution.
Described management structure and venture voting methods.
Explains what to do when a member leaves or when dissolving the venture.

3.3 [Partnership Agreement](#)

An agreement whereby two or more entities enter into a partnership in business.
Describes profit and loss distribution between the partners.
Described management structure and partnership voting methods.
Explains what to do when a partner leaves or when dissolving the partnership.

3.4 [Sales Representatives Agreement](#)

An agreement between a company and person to act as its sales representative.
Describes the role and geographic area of the sales representative.
Describes the commission and payment structure of the sales representative
Describes the responsibilities and obligations of both parties.

3.5 [Advertising Agency Agreement](#)

An agreement between an Advertising Agency and an Advertiser where the agency provides advertising services for a fee.
Describes the advertising role of the agency.
Describes the fee and payment structure.
Describes the responsibilities and obligations of both parties.

3.6 [Property Management Agreement](#)

An agreement between an owner and a manager where the owner employs the manager to manage, operate, control, rent and lease a certain property
Describes responsibilities, liabilities and compensation of the manager
Describes all other terms of the agreement.

A Free Property Management Agreement is Provided

PROPERTY MANAGEMENT AGREEMENT

This Agreement is made and entered into this _____ day of _____, 20____ between _____ (Owner) and _____ (Manager).

Owner employs the services of Manager to manage, operate, control, rent and lease the following described property:

_____.

Responsibilities of Manager. Owner hereby appoints Manager as his lawful agent and attorney-in-fact with full authority to do any and all lawful things necessary for the fulfillment of this Agreement, including the following:

A. Collection and Disbursement. Manager agrees to collect all rents as they become due; to render to Owner a monthly accounting of rents received and expenses paid; and to remit to Owner all income, less any sums paid out. Manager agrees to collect the rents from the tenant and to disburse funds by ordinary mail or as instructed by the Owner on or before the 10th day of the current month, provided, however, that the rent has been received from the tenant.

B. Maintenance and Labor. Manager agrees to decorate, to maintain, and to repair the property and to hire and to supervise all employees and other needed labor.

C. Advertisement and Legal Proceedings. Manager agrees to advertise for tenants, screen tenants and select tenants of suitable credit worthiness. Manager will set rents that in the opinion of the Manager at the time of the rent negotiations with the tenant, reflect the market conditions of that time and approximate rents of comparable rental properties, unless expressly instructed in writing by the Owner to the Manager to the contrary, as to the amount of the initial rent and any subsequent increases as may from time to time be appropriate. Manager agrees to rent and to lease the property; to sign, renew and to cancel rental agreements and leases for the property or any part thereof; to sue and recover for rent and for loss or damage to any part of the property and/or furnishings thereof; and, when expedient, to compromise, settle and release any such legal proceedings or lawsuits.

Liability of Manager. Owner hereby agrees to hold Manager harmless from, and to defend Manager against, any and all claims, charges, debts, demands and lawsuits. Owner agrees to pay Manager's attorney's fees related to Manager's management of the herein-described property and any liability for injury on or about the property which may be suffered by any employee, tenant or guest upon the property. Owner agrees to maintain sufficient and prudent all risks property insurance and that the Manager shall be an additionally named

insured. Owner shall provide a copy of such insurance policy to the Manager for the Manager's records.

Compensation of Manager. Owner agrees to compensate Manager as follows. Owner agrees to pay the Manager an amount equal to fifty (50%) percent of the first full month's rent as a fee for acquiring, screening, and renting the premises; and further agrees to ten (10%) percent of all rents collected, (minimum \$40.00 per month), as a fee for managing the property; which fees, plus any repair expenses, may be deducted by the Manager from rents, and further agrees to abide by the conditions set forth by the Manager to the tenant on the Owner's behalf.

Term of Agreement. This Agreement shall be effective as of the _____ day of _____, 20____ and shall expire on the _____ day of _____, 20____. Upon expiration of the above initial term, this Agreement shall automatically be renewed and extended for a like period of time unless terminated in writing by either party by providing written notice _____ days prior to the date for such renewal. This Agreement may also be terminated by mutual agreement of the parties at any time. Upon termination Owner shall pay to Manager any fees, commissions and expenses due Manager under terms of this Agreement, which are owing to Manager. In the event of the premises not renting within a 90-day period of entering into this agreement, or of a vacancy continuing for a period of longer than 90 days, Owner reserves the right to declare this agreement void.

Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Manager and the heirs, administrators, successors, and assigns of the Owner. Notwithstanding the preceding sentence, Manager shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business. In the event of such sale, Manger shall be released from all liability under this Agreement upon the express assumption of such liability by its assignee.

This document represents the entire Agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement on the date first above written.

Owner

Manager

3.7 [Limited Liability Company Agreement](#)

An agreement among limited liability company (LLC) members about the business of the LLC and the rights and duties of the members. Used to override default rules imposed by a state's LLC Act. Analogous to a partnership agreement in multi member LLC's. In single member LLC's, an operating agreement is a declaration of the structure that the member has chosen for the company.

3.8 [\(LLC\) Articles of Organization](#)

A document to be filed with the state for the creation of a LLC. The business comes to existence when the state accepts the articles of organization. Proves that the entity legally exists, therefore must be filed. The state returns a stamped copy which notes the date of creation of the entity.

4. **Credit and Collection**

4.1 [Demand for Payment](#)

Informs customer/borrower of an overdue account and request immediate payment. Serves as final notice before proceeding with further legal means for collection. Serves as a deterrent and which prompts the customer/borrower to remit payment.

4.2 [Credit Information Request](#)

Used by seller to evaluate a buyer's credit. Verifying the credit information protects seller before shipping to the buyer on credit. A helpful tool to use in business when shipping orders on credit. Easy and convenient for both seller and buyer.

4.3 [Line of Credit Promissory Note](#)

A promise by the borrower to pay the lender for the borrowed line of credit. Describes the principal and interest terms. Explains the default conditions and potential remedies.

4.4 [Disputed Account Settlement](#)

To resolve an account in dispute between a creditor and a debtor. Debtor agrees to pay to Creditor and Creditor agrees to accept from Debtor a certain sum of money as a complete and thorough settlement of the account. Creditor will not file any adverse report against debtor with any credit bureau.

4.5 [Notice to Correct Credit](#)

A request to correct errors in one's credit information.
Informs the other party of the error to quickly make the desired correction.
Correcting credit errors is extremely important not to damage one's credit rating.
Avoids having a bad credit report by making the necessary corrections.

4.6 [Notice to Stop Credit Charge](#)

To instruct a credit card company to stop a credit charge.
Allows you to explain your reasons for stopping the charge.
Useful when you are charged for something against your wish or will.

4.7 [Authorization to Release Credit information](#)

Credit account holder authorizes the release of his/her credit history and information to other specified companies and credit reporting agencies.
Used when applying for a loan, mortgage, credit card or starting a business on credit.
Making one's good credit known to credit agencies improve one's credit rating

4.8 [Request to Release Credit Information](#)

A letter requesting credit account holder's authorization the release of his/her credit history and information to other specified companies and credit reporting agencies.
Used when applying for a loan, mortgage or starting a business on credit.
Making one's good credit known to credit agencies improve one's credit rating

A Free Credit Information Release Request Form is Provided

LETTER REQUESTING AUTHORIZATION TO RELEASE CREDIT INFORMATION

[Date]

[Full Name]
[Address]
[City, State Zip]

RE: Letter Requesting Authorization to Release Credit Information

Dear [Mr., Mrs., Ms., Dr. Last Name]:

Thank you for your recent interest in establishing credit with our company.

Please sign the authorization below to release credit information and complete the enclosed form. Then submit it to us with your most recent financial statement.

We will contact your credit and bank references and then contact you regarding credit with our company.

Sincerely,

[Credit Manager]

I, _____, recently applied for credit with _____
_____. I have been requested to provide information concerning my credit history. Therefore, I authorize the investigation of my credit information.

Your release of my credit information is authorized whether such information is of record or not. I release you and all persons, agencies, agents, employees, firms, companies, or parties affiliated with you from any damages resulting from providing such information.

This authorization is valid for thirty (30) days from the date of my signature below. Please keep a copy of my release request for your files.

Thank you in advance for your cooperation.

Signature: _____ Date: _____

Address: _____

Telephone (day): _____

Telephone (evening): _____

5. Employment

5.1 [Application for Employment](#)

Applicant enters his/her personal and employment related information on this form.

Conveys all applicant's information to potential employers.

Gives the Employer the chance to know and review the applicant's employment profile.

To be sent along with applicant's resume as many employers prefer an application.

5.2 [Employment Agreement](#)

Agreement for employment between the company and the employee. Explains all the terms and conditions for employment and eliminates ambiguities.

Protects the employer's rights by outlining the employee's obligations.

Protects the employee by explaining his/her rights and the employers obligations.

5.3 [Applicant Information Release](#)

Applicant's authorization (to educational institution or former employer) to release information regarding his/her qualification for employment.

Facilitates the release of employment related information.

Protects the rights of the applicant and the party releasing the information.

Used when applicant requires good reference from former employer or an institution.

5.4 [Employee Non-Compete Agreement](#)

An agreement by which the employee agrees not to compete directly or indirectly with the business of the company during or following the termination of his/her employment.

Protects the rights, business and financial security of the company

Knowledge and experience acquired by employees not to be used for competition.

5.5 [Employee Non-Disclosure Agreement](#)

Protects employer's confidential information and inventions made known during discussions, negotiations or proposals.

Protects the rights, business and financial security of the company.

Can be used for employers hiring employees and independent contractors without the requirement of an employment contract.

5.6 [Contractor \(Service\) Agreement](#)

Agreement for work between a company/owner and a contractor.
Outlines the work to be done by the contractor, completion time, contract price, payment schedule and other terms and conditions.
Can be used by individuals and corporations.
Easy to use and can be tailored to meet one's specific needs.

5.7 [Commission Agreement for Contractor](#)

Agreement for work between a company/owner and a contractor on commission basis.
Outlines the work to be done by the contractor, completion time, contract price, payment schedule and commission terms.
Can be used by individuals and corporations.
Easy to use and can be tailored to meet one's specific needs.

5.8 [Employee Confidentiality Agreement](#)

Protects employer's confidential information and inventions made known during discussions, negotiations or proposals.
Protects the rights, business and financial security of the company.
Can be used for employers hiring employees and independent contractors without the requirement of an employment contract.

5.9 [General Release & Separation Agreement](#)

An employment termination legal agreement between the employee and the company releasing both parties from any obligation or liability.
Provides the employee with the benefits and compensation he/she is entitled to
Releases the employer from any liability or obligation towards the employee.

5.10 [Assignment of Pre-Employment Works](#)

An agreement by which an employee agrees that all rights, titles and patents for a specific work, project or product are the sole property of the company.
Protects the company assets and its research investments.
Confirms and proves the company's ownership of the work.

A Free Assignment of Pre-Employment Works Form is Provided

ASSIGNMENT OF PRE-EMPLOYMENT WORKS

1. I, **[Assignor]**, an individual residing at **[Assignor's Address]** ("Assignor"), for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, do hereby grant, transfer, convey and assign to **[Company]** ("Company"), with a mailing address at **[Company's Address]**, its successors and assigns, all right, title, and interest in and to all work and materials relating to my software identified as "**[Name/Description of Software]**", including the copyright, patent, trade secret rights, and all other right, title, and interest therein, and consisting of all existing source code, object code, documentation, flow charts, design documents, and record and file layouts relating thereto, and all trademarks, service marks, logos and trade dress associated therewith, if any, (collectively the "Works"). This exclusive conveyance shall include, but is not limited to, the rights to publish, reproduce, transmit, adapt, prepare derivative works, sell, or otherwise make use of the Works (including all subsequent additions, revisions, supplements to, and versions of the Works and derivatives, regardless of length or nature) throughout the world, in any form or medium and in any language, and to license or otherwise transfer to others the rights commensurate herewith in connection with the Works.

2. I have not granted any license to use any of the Works, including the software, to anyone else except: **[List of Licenses]**. All such licenses, if any, are hereby assigned to Company.

3. I hereby grant to Company, its successors and assigns, the right to file copyright and patent applications in the United States and throughout the world for the Works in the name of Company, its successors and assigns. I hereby agree that Company, its successors and assigns may act as attorney-in-fact to execute any document that Assignee, its successors and assigns, deem necessary to record this grant with the United States Copyright office or elsewhere. If requested, I agree to execute any and all copyright, patent, or trade secret assignments, certificates, applications or documents requested by Company, its successors and assigns. The cost of recording and registering ownership rights in the Works shall be borne solely by Company, its successors and assigns.

Date: _____

[Assignor]

State of _____)

County of _____)

On this _____, before me personally appeared **[Assignor]**, to me known to be the person described in and who executed the foregoing instrument and acknowledged that **[Assignor]** executed the same as **[His/Her]** free act and deed.

Notary Public

5.11 [Telecommuting Agreement](#)

An agreement by which an employee participates in the telecommuting program and adheres to the applicable guidelines and policies.
The company also concurs with the employee's participation and agrees to adhere to the applicable guidelines and policies.

5.12 [Request for Reference](#)

New employer requests information about applicant from his/her previous employer.
Used by employer to verify information provided by applicant. verifying the accuracy of information improves the selection process for candidates.

5.13 [Disciplinary Notice](#)

Informs an employee of the problem and the seriousness of the matter.
Describes corrective action to be taken by the company and/or employee.
Serves as a deterrent to the employee.
Maintains a record which might be needed by the company for further disciplinary action.

5.14 [Notice of Dismissal](#)

Informs an employee of termination of his/her employment.
Describes the reasons for the dismissal.
Informs employee of what he/she is entitled to in terms of compensation.

5.15 [Direct Deposit Authorization](#)

Employee authorizes company to deposit paycheck into his/her bank account.
Convenient for company and employee as the bank does all the work.
Written Authorization protects the rights of both the employee and the company.

5.16 [Payroll Deduction Authorization](#)

Employee authorizes company to make deductions from his/her gross earnings.
Easy and convenient to use and eliminates ambiguities.
Written Authorization protects the rights of both parties.

5.17 [Polygraph Consent](#)

Employee voluntarily agrees to take a polygraph examination.
Can be used in various situations with the consent of both parties.
Written Authorization protects the rights of both parties.

5.18 [Consent for Drug/Alcohol Testing](#)

Employee agrees to take a drug and alcohol test for employment.
Used in various employments such as drivers or heavy machine operators.
Protects the employee and others from potential danger.

5.19 [Warning for Unsatisfactory Performance](#)

Informs an employee of a performance related problem.
Describes the corrective action the employee should take.
Informs employee of further disciplinary action if problem persists.
Can be used as a final written warning sample letter before dismissal.

5.20 [Notice of Termination](#)

Informs an employee of termination of his/her employment.
Explains the reasons that led to the termination.
Informs employee that he/she is not entitled to severance pay since the termination was for a just cause.

6. [Leases and Real Estate](#)

6.1 [Agreement to Lease \(Residential\)](#)

Used for renting/leasing houses, condos, basement suites, apartments, etc.
Used for fixed and periodic terms.
convenient, flexible and easy to use.

6.2 [Agreement to Lease \(Commercial\)](#)

Lease agreement used for office, store, building and other commercial space.
Base rent with or without occupancy costs.
Used for fixed and periodic terms.

6.3 [Agreement to Lease \(Equipment\)](#)

Lease agreement that can be used for any kind of equipment.
Used for fixed and periodic terms.
Convenient, flexible and easy to use.

6.4 [Agreement to Extend Residential Lease](#)

For extending/renewing lease for houses, condos, basement suites, apartments, etc.
Used for fixed and periodic terms.
convenient, flexible and easy to use.

6.5 [Agreement to Extend Commercial Lease](#)

For extending/renewing lease for office, store, building and other commercial space.

Base rent with or without occupancy costs.

Used for fixed and periodic terms.

6.6 [Agreement to Sublease/Sublet](#)

An agreement/contract which conveys some or all of the property rights that a tenant has under a residential lease to a third party for a portion of the tenant's remaining term of the original lease or for a portion of the space leased under that lease.

The original tenant assumes the responsibility of the landlord to the new tenant. Sample users include students/roommates or those who want to share the burden of the rent. Used for house, condo, basement suite, room, apartment, garage, office, parking space, etc.

6.7 [Lead Based Paint Disclosure \(Rental\)](#)

A legal form by which a lessor must disclose any information regarding lead based paint in the property as required by the law.

Used for property built prior to 1978 as it may contain lead-based paint.

This form is important for your safety and your family's safety as a tenant.

As a Landlord, this form is required by law.

6.8 [Lease of Personal Property](#)

Used for the rental of almost all types of personal property (by businesses or individuals) such as: CD's, toys, books, hot tubs, pools, wedding apparel, cameras, bicycles, clothing, watches, jewelry, diamonds, musical instruments, software, games, etc.

Describes the payment and duration terms (long or short term).
convenient, flexible and easy to use.

6.9 [Lease to Purchase Option Agreement](#)

Grants the tenant the right to purchase the rental property during the term of the lease.

The tenant can gain credit towards the purchase price with each on-time rental payment. No credit is earned for late payments.

Convenient and easy to use and is to be accompanied with a Residential Lease Agreement.

6.10 [Open Listing Realty Agreement](#)

An Agreement between an owner and a real estate agent/broker to list the owner's property for sale.

Describes the terms and conditions of the sale.

convenient and easy to use facilitates property sale.

This contract can be used for multiple residential and commercial listings.

OPEN LISTING REALTY AGREEMENT

1. This agreement signed on the ____ day of _____ 20____, by and between _____ (Owner) and _____ (Real Estate Broker) who agree as follows:

2. **Listing term.** Owner lists the property described in Paragraph 3, with the Real Estate Broker for a period of ____ days, from date hereof.

3. **Description of Property.** The property listed is located at:

4. **Commission.** The Owner agrees to pay the Real Estate Broker a commission of ____% of the sale price should the Broker find a purchaser ready, willing, and able to pay at least \$_____ for the property or such other sum as may be accepted by Owner. Said commissions are payable upon closing.

5. **Non-Exclusive.** The Owner retains the right to sell the property directly on his or her own behalf with no sales commission to broker, so long as the Broker did not find this purchaser. The Owner further has the right to list the property with other brokers. If a sale is made within months after this agreement terminates to parties found by the Real Estate Agent during the term of this agreement, and wherein the buyer has been disclosed to the Owner, the Owner shall pay the commission specified above.

6. **Forfeit of Deposit.** If a deposit of money is forfeited by a purchaser produced by Broker, one half shall be retained by the Broker, providing that this amount does not exceed the commission, and one half shall be paid to the Owner.

Witnessed:

Witness

Owner

Witness

Broker

6.11 [Notice to Exercise Purchase Option](#)

Tenant's notification to the landlord to purchase the rental property during the term of the lease for the agreed upon option price.
convenient and easy to use.

6.12 [Seller's Disclosure of Property Condition](#)

A form by which the seller acknowledges the condition of the property.
Is not a substitute for inspections or warranties by the seller or his/her agents

6.13 [Landlord's Notice to Vacate](#)

A landlord's notice to the tenant to quit, vacate and deliver possession of the premises.
Explains the reasons for the eviction due to breach of tenancy.
Warns of legal action in case of failure to vacate premises and/or pay rent.

6.14 [Rental Property Inspection Checklist](#)

A form by which the tenant can inspect the rental premises.
Protects the right of the tenant by determining the property's condition before moving in.
Eliminates misunderstanding and disputes.

6.15 [Residential Rental Application](#)

An application form by which an applicant provides his/her information.
Facilitates the evaluation of a potential tenant.
Easy and convenient for tenant to use and for landlord to review.

6.16 [Lease Guaranty & Guarantor Application](#)

A tenant assigns a guarantor as an assurance that his/her tenancy obligations can be met.
If any Tenant fails to make any payment under the lease, Guarantors will, upon demand, make such payment to Landlord or Landlord's agent.
Puts the landlord's mind at ease and facilitates renting the premises.
A Guarantor may be a parent, sibling, friend etc.

6.17 [Notice to Vacate for Non-Payment](#)

A landlord's notice to the tenant to quit, vacate and deliver possession of the premises for non payment of rent.
Warns of legal action in case of failure to vacate premises and/or pay rent.

6.18 [Real Estate Purchase Contract \(Condominium\)](#)

A contract between an owner and a buyer to purchase a condominium.
Easy and convenient to use.

6.19 [Real Estate Purchase Contract \(Farm and Ranch\)](#)

A contract between an owner and a buyer to purchase a Farm/Ranch.
Easy and convenient to use.

6.20 [Real Estate Purchase Contract \(Residential\)](#)

A contract between an owner and a buyer to purchase a residential property.
Easy and convenient to use.

6.21 [Real Estate Purchase Contract \(Unimproved Property\)](#)

A contract between an owner and a buyer to purchase an unimproved property.
Easy and convenient to use.

6.22 [Real Estate Purchase Contract Addendum: Back-Up Contract](#)

A supplemental addition to a contract. It may correct errors, explain inconsistencies or otherwise detail or update the information found in the original contract, especially if any such problems were detected too late to correct the original contract.

A Free Real Estate Purchase Contract Addendum is Provided

"BACK-UP" CONTRACT ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT:

(Address of Property)

A. The Contract to which this Addendum is attached (the "Back-Up Contract") is binding upon execution by the parties, and the earnest money and any Option Fee must be paid as provided in the Back-Up Contract. The Back-Up Contract is contingent upon the termination of a previous contract (the "First Contract") between Seller and _____, dated _____, 20____, for the sale of Property. Except as provided by this Addendum, neither party is required to perform under the Back-Up Contract while it is contingent upon the First Contract.

B. If the First Contract terminates on or before 5:00 p.m. on _____, 20____, (the "Contingency Date"), the Back-Up Contract will no longer be contingent upon the termination of the First Contract. Seller must notify Purchaser immediately of the termination of the First Contract. For purposes of performance, the effective date of the Back-Up Contract will be deemed to be the date Purchaser receives notice of termination of the First Contract or the Contingency Date, whichever is earlier.

C. If the First Contract does not terminate by the Contingency Date, the Back-Up Contract terminates and the earnest money will be refunded to Purchaser.

D. An amendment or modification of the First Contract will not terminate the First Contract.

E. If Purchaser has the unrestricted right to terminate the Back-Up Contract, the time for giving notice of termination begins on the effective date of the Back-Up Contract, continues through the deemed effective date of the Back-Up Contract and ends upon the expiration of Purchaser's unrestricted right to terminate the Back-Up Contract.

F. For purposes of this Addendum, time is of the essence. Strict compliance with the times for performance stated herein is required.

Purchaser

Seller

Purchaser

Seller

6.23 [Temporary Residential Lease \(Occupied by Purchaser\)](#)

Landlord leases to tenant the property described in the contract between landlord as seller and tenant as purchaser.
Used when Purchaser occupies the property for no more than 90 days prior to closing.

6.24 [Temporary Residential Lease \(Occupied by Seller\)](#)

Landlord leases to tenant the property described in the contract between landlord as purchase and tenant as seller. For use when Seller occupies the property for no more than 90 days after to closing.

6.25 [Deed of Trust](#)

The Deed of Trust is the security for payment of the loan and creates a lien on the property when recorded with the county. The lender is the deed's beneficiary and through it is given the right to take the property and sell it for the value of the loan if payments are not timely. As long as the note payments are made as they become due, the borrower retains possession of the property and legal title to it.

An Instrument used in many States in place of a mortgage. Property is transferred to a trustee by the borrower (trustor) in favor of the lender (beneficiary), and re-conveyed upon payment in full.

6.26 [Grant Deed](#)

A deed that includes a warranty that the seller (grantor) has the unencumbered right to transfer ownership (of real property) to the buyer (grantee).

Contains warranties against prior conveyances or encumbrances. When title insurance is purchased, warranties in a deed are of little practical significance.

6.27 [Mortgage Deed](#)

a legal document relating to the mortgage lender's financial interest in the property and containing the terms by which the loan has been agreed. This is the document the borrower signs to agree to the terms set out in the Mortgage Offer. This document is sent to the Land Registry who register the Mortgage as a Financial Charge on the property which is shown in the Charges Register.

6.28 [Quitclaim Bill of Sale](#)

A document that transfers the right, title or claim to another person. Confirms and proves the transfer of the right or title to the property. Serves as a sales receipt.

6.29 [Warranty Bill of Sale](#)

An agreement that transfers ownership of an asset/property from a seller to a buyer.

Seller warrants to buyer it has good and marketable title to said property.

Seller warrants to buyer it has full authority to sell and transfer said property.

Confirms and proves ownership of the property.

Serves as a sales receipt.

6.30 [Warranty Deed](#)

The seller guarantees that he/she holds clear title to a piece of real estate and has a right to sell it to the buyer.

Guarantee is not limited to the time the seller owned the property but extends back to the property's origins.

The seller states there are no hidden liens, debts or encumbrances on the property.

6.31 [Warranty Deed Subject to Debt](#)

A deed which conveys title to property whereby the seller guarantees the title to be good and unencumbered except as stated, and agrees to defend and protect the purchaser against any loss that may arise in the future from any defect in the title at the time of conveyance.

The conveyance is made and accepted subject to that certain indebtedness.

6.32 [Warranty Deed with Vendor's Lien](#)

The seller guarantees that he/she holds clear title to a piece of real estate and has a right to sell it to the buyer.

Designed for use anytime a portion of the purchase price is financed.

This usually occurs when the note is to be executed either in favor of the seller or a third-party mortgagee financing the buyer's purchase of the property.

6.33 [Lead Based paint Disclosure Statement \(Sales\)](#)

An legal form by which a seller must disclose any information regarding lead based paint in the property as required by the law.

Used for property built prior to 1978 as it may contain lead-based paint.

This disclosure form is important for your safety and your family's safety as a tenant.

As a seller, this form is required by law.

7. Protection of Legal Rights

7.1 [Release Agreement \(General\)](#)

An agreement not to proceed with legal action in exchange for compensation

A Release Agreement can be used to settle claims involving:

- Personal injury
- Property damage
- Participation in dangerous activities
- Satisfaction of debt
- motor vehicle damage
- Other types of claims and disputes

7.2 [Mutual Release](#)

An agreement whereby both parties agree not to proceed with legal action

A Release Agreement can be used to settle claims involving Personal injury, property damage, motor vehicle collision, satisfaction of debt, participation in dangerous activities and other types of claims and disputes.

7.3 [Release - Individual](#)

An agreement whereby an individual voluntarily executes the release. It can be used to settle claims involving Personal injury, property damage, motor vehicle collision, satisfaction of debt, participation in dangerous activities and other types of claims and disputes.

7.4 [Release - Mortgage](#)

A legal document which proves that a mortgage has been fully paid, satisfied, released, and discharged, and that the property (home equity) secured thereby has been released from the lien of such mortgage. Confirms and proves the repayment of debt and ownership of the property.

7.5 [Confidentiality Agreement](#)

Protects your confidential information and inventions made known during discussions, negotiations or proposals.

Protects the rights, business and financial security of the company/owner.

Can be used for employers hiring employees and independent contractors without the requirement of an employment contract.

7.6 [Final Notice Before Legal Action](#)

A final warning to resolve matters before proceeding with legal action.

Can be used to warn customer, supplier, employee, employer, business partner etc.

Gives a last chance for the other party to adhere to an agreement, remit payment etc.

Serves as a deterrent to resolve the matter before it reaches litigation.

7.7 [Mutual Rescission of Contract](#)

An agreement by which both parties agree to cancel and rescind a contract. By mutually agreeing that the contract is null and void, Neither party shall have any further rights or duties.

7.8 [Covenant Not to Sue](#)

An agreement by which one party pledges not to proceed with legal action against another party.
The pledge can be made in return for a certain compensation.

7.9 [Indemnity Agreement](#)

A legal exemption from the penalties or liabilities incurred by any course of action. Used to avoid paying expenses in case of a lawsuit.

A Free Indemnity Agreement is Provided

INDEMNITY AGREEMENT

FOR VALUE RECEIVED, the undersigned jointly and severally agree to indemnify and save harmless _____ ("Indemnitees") and their successors and assigns, from any claim, action, liability, loss, damage or suit, arising from the following:

In the event of any asserted claim, the Indemnitees shall provide the undersigned reasonably timely written notice of same, and thereafter the undersigned shall at its own expense defend, protect and save harmless Indemnitees against said claim or any loss or liability there under.

In the further event the undersigned shall fail to so defend and/or indemnify and save harmless, then in such instance the Indemnitees shall have full rights to defend, pay or settle said claim on their behalf without notice to the undersigned and with full rights to recourse against the undersigned for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim.

Upon default, the undersigned further agree to pay all reasonable attorney's fees necessary to enforce this agreement.

This agreement shall be unlimited as to amount or duration.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed this _____ day of _____, 20____.

Witnessed:

Witness

First Party

Witness

Second Party

7.10 [Bad Check Notice Form](#)

Notifies a payer that their check has been dishonored by the bank (bounced).
Request immediate remittance of the funds (cash payment).
Warns of legal action in the event of non-payment.
Protects your interests and maintains record of the incident.

7.11 [Claim of Lien Form](#)

Helps you register a written claim for unpaid funds in a legal manner.
This form allows you to document all information, terms and conditions including:

- The amount of money owed to you and the name of the person owing you the money.
- The name and address of the person making the claim.
- A general statement of the type of labor, services, equipment or materials furnished.
- Description of the site and dates when the items or services were provided.

7.12 [Affidavit](#)

A formal sworn statement of fact, signed by the declarant and witnessed by a taker of oaths, such as a notary public.
One use of affidavits is to allow evidence to be gathered from witnesses or participants that may not be available to testify in person before the court.

7.13 [Request under Freedom of Info. Act](#)

A request to disclose information on you as may be maintained in the files of an organization, company or credit report agency to the extent permitted by the law.
The Freedom of information Act gives you the right to ask for such disclosure.

8. Transfers and Assignments

8.1 [Assignment of Assets](#)

An agreement between a corporation and a stockholder by which the corporation acquires certain assets from the stockholder.
The stockholder is issued shares of stock in return for the transferred assets.
Used in small corporations to facilitate asset transfer.

8.2 [Assignment of Contract](#)

An agreement by which a person (Assignor) assigns, transfers and sets over to another person (Assignee) all rights, title and interest held by the Assignor in and to a contract. Assignee will be entitled by law to the money remaining to be paid under the contract and agrees to perform all the remaining obligations of the Assignor under the contract.
Used by contractors, businesses and in real estate.

8.3 [Assignment of Insurance Policy](#)

An agreement by which a person assigns and transfers all legal and beneficial right, title and interest in an insurance policy to another person. Can be used by parents to assign insurance policy (benefit health, collateral and group Insurance) to their children as well as between siblings and friends. Easy and convenient to use and eliminates legal complications.

A Free Assignment of Insurance Policy form is provided

ASSIGNMENT OF INSURANCE POLICY

BE IT KNOWN, for value received, the undersigned _____ of _____ hereby irrevocably transfers and assigns to _____ all legal and beneficial right, title and interest in and to the within policy of insurance standing in my name and known as Policy No. _____ issued by the _____ Insurance Company.

I also assign all cash values, proceeds and benefits thereto arising, subject to the conditions of said policy and the requirement of the issuing underwriter:

The undersigned warrants that it has full authority to transfer said policy, and shall execute all further documents as may be required, by the underwriter.

This assignment shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed this _____ day of _____, 20____.

In the presence of:

Witness

Assignor's Signature

8.4 [Assignment of Mortgage](#)

An agreement by which a person (Assignor) assigns and transfers all legal and beneficial right, title and interest in a mortgage to another person (Assignee).

Assignee becomes responsible for all the obligations and money due on the mortgage.

Easy and convenient and generally used by spouses, parents and siblings.

8.5 [Assignment of Oil and Gas Lease](#)

An agreement by which a person [Assignor] assigns, transfers, and conveys to one or more persons [Assignees as joint tenants] all of Assignor's right, title, and interest in the lease and the real property covered by the lease.

Assignee accepts this assignment of lease and agrees to fully perform all of the terms and conditions of the lease to be performed under the lease by Lessee.

Can be used by friends/students living together to share lease responsibilities. Easy, convenient, accurate and eliminates ambiguities.

8.6 [Consent of Assignment](#)

A written legal consent by which a person (Assignor) accepts and acknowledges the assignment of specific rights and obligations to another person (Assignee).

This consent form can be used to support any kind of assignment: assignment of assets, assignment of contract, assignment of mortgage and assignment of gas and oil lease.

8.7 [General Assignment](#)

An agreement by which a person (Assignor) assigns and transfers to another person (Assignee) all rights, title and interest held by the Assignor in a contract or property.

Assignee will be entitled to the benefits of the assignment (contract or property) and responsible for its obligations.

8.8 [Notice of Assignment](#)

A written and legal notification from a person (Assignor) to another person to inform him/her that a contract/agreement (and the rights, title and interest thereof) between them has been transferred to a third party (Assignee).

Used by contractors and in partnerships and joint ventures.

PART II Personal Forms and Contracts

1. Power of Attorney

1.1 [Power of Attorney \(General\)](#)

Gives another person the power to act on your behalf on matters you specify. The power can be general to cover any task or specific to matters you choose. The power can be given to start immediately or upon your disability.

1.2 [Power of Attorney \(Husband and Wife\)](#)

Gives your spouse the power to act on your behalf on matters you specify. The power can be general to cover any task or limited to matters you choose. The power can be given to start immediately or upon your disability.

1.3 [Power of Attorney Revocation](#)

A Document which takes away the authority and powers given by the power of attorney. The revocation of powers can be immediate or at a time specified by the person who issued the power of attorney.

1.4 [General Durable Power of Attorney for Property and Finances \(Immediate\)](#)

Gives another person the power to act on your behalf in property and financial matters. The power can be general to cover any task or limited to tasks you specify. The power and authority will be effective immediately.

1.5 [General Durable Power of Attorney for Property and Finances/Upon Disability](#)

Gives another person the power to act on your behalf in property and financial matters. The power can be general to cover any task or limited to tasks you specify. The power and authority will be effective in the event of your disability.

1.6 [Military General Power of Attorney](#)

Gives another person the power to act on your behalf on any matter. Executed by a person authorized to receive legal assistance from military services. The power can be given to start immediately or upon your disability.

1.7 [Military Special Power of Attorney](#)

Gives another person the power to act on your behalf on matters you specify. Executed by a person authorized to receive legal assistance from military services. The power can be given to start immediately or upon your disability.

After Recording Return to:)
)
)
)
)
)
)

-----Above this Line Reserved for Official Use Only-----

MILITARY SPECIAL POWER OF ATTORNEY

THIS IS A MILITARY POWER OF ATTORNEY PREPARED AND EXECUTED PURSUANT TO [TITLE 10, UNITED STATES CODE, SECTION 1044B](#), BY A PERSON AUTHORIZED TO RECEIVE LEGAL ASSISTANCE FROM THE MILITARY SERVICES. FEDERAL LAW EXEMPTS A MILITARY POWER OF ATTORNEY FROM ANY REQUIREMENT OF FORM, SUBSTANCE, FORMALITY OR RECORDING THAT IS PRESCRIBED FOR POWERS OF ATTORNEY BY THE LAWS OF ANY STATE, COMMONWEALTH, TERRITORY, DISTRICT, OR POSSESSION OF THE UNITED STATES. FEDERAL LAW SPECIFIES THAT A MILITARY POWER OF ATTORNEY SHALL BE GIVEN THE SAME LEGAL EFFECT AS A POWER OF ATTORNEY PREPARED AND EXECUTED IN ACCORDANCE WITH THE LAWS OF THE JURISDICTION WHERE IT IS PRESENTED.

KNOW ALL PERSONS, that I, _____, a legal resident of _____, and presently deployed to _____, desiring to execute a **SPECIAL POWER OF ATTORNEY**, do hereby appoint _____, who currently resides at _____ my Attorney-in-Fact to act as follows, granting unto my said Attorney full power to:

[State Powers Given]

TERMINATION: Unless sooner revoked or terminated by me, this Special Power of Attorney shall become NULL and VOID from and after _____. Not withstanding my insertion of a specific expiration date herein, if on the above specified expiration date, I shall be or have been carried in a military status of "missing," "missing-

inaction" or "prisoner of war, " then this power of attorney shall automatically remain valid and in full effect until sixty (60) days after I have returned to United States Military control following termination of such status. This power of attorney shall not be affected by the disability of the principal.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____.

GRANTOR'S SIGNATURE

At _____, I, _____, the undersigned noncommissioned officer, do hereby certify that on this _____ day of _____, before me personally appeared _____, who signed and executed the foregoing instrument I do further certify that I am at the date of this certificate a noncommissioned officer of the grade, branch of service and organization stated below In the active service of the United States Armed Forces, that by statute no seal is required on this certificate and that same is executed in my capacity as _____ at _____.

SIGNATURE

AUTHORITY TO NOTARIZE GRANTED UNDER _____

(SEAL)

STATE OF _____

_____ COUNTY

This Instrument of writing was filed for record on the _____ day of _____ A.D. at _____ o'clock _____.M. and duly recorded in Vol./Book _____ on page _____.

County/Chancery/Probate/Clerk

By _____
Deputy

2. Last Will and Testament

- 2.1 [Last Will and Testament \(Married Adult with Adult Children\)](#)
- 2.2 [Last Will and Testament \(Married Adult with Minor Children\)](#)
- 2.3 [Last Will and Testament \(Married Adult with No Children\)](#)
- 2.4 [Last Will and Testament \(Single Adult with Adult Children\)](#)
- 2.5 [Last Will and Testament \(Single Adult with Minor Children\)](#)
- 2.6 [Last Will and Testament \(Single Adult with Minor Children, Including Trust\)](#)
- 2.7 [Last Will and Testament \(Single Adult with No Children\)](#)

A written directive of how you want your estate to be handled.
Appoints an Executor to handle your affairs.
Appoints the (Executor) guardian for any minor children.
Distributes your assets to the beneficiaries named by you in the will.

A Free Last Will and Testament (Single Adult/No Children) is Provided

**LAST WILL AND TESTAMENT OF
(Single Adult with No Children)**

[Name of Testator]

I, _____ [Name of Testator], a resident of _____, [State] _____, being of sound and disposing mind and memory and over the age of eighteen (18) years or having been lawfully married or a member of the armed forces of the United States or a member of an auxiliary of the armed forces of the United States or a member of the maritime service of the United States, and not being actuated by any duress, menace, fraud, mistake, or undue influence, do make, publish, and declare this to be my last Will, hereby expressly revoking all Wills and Codicils previously made by me.

I. EXECUTOR: I appoint _____ as Executor of this my Last Will and Testament and provide if this Executor is unable or unwilling to serve then I appoint _____ as alternate Executor. My Executor shall be authorized to carry out all provisions of this Will and pay my just debts, obligations and funeral expenses.

II. SIMULTANEOUS DEATH OF BENEFICIARY: If any beneficiary of this Will, including any beneficiary of any trust established by this Will shall die within 60 days of my death or prior to the distribution of my estate, I hereby declare that I shall be deemed to have survived such person.

III. BEQUESTS:

I will, give, and bequeath unto the persons named below, if he or she survives me, the Property described below:

Name: _____
Address: _____
Relationship: _____
Property: _____

Name: _____
Address: _____
Relationship: _____
Property: _____

Name: _____
Address: _____
Relationship: _____
Property: _____

Name: _____
Address: _____
Relationship: _____
Property: _____

If a named beneficiary to this Will predeceases me, the bequest to such person shall lapse, and the property shall pass under the other provisions of this Will. If I do not possess or own any property listed above on the date of my death, the bequest of that property shall lapse.

IV. ALL REMAINING PROPERTY; RESIDUARY CLAUSE: I give, devise, and bequeath all of the rest, residue, and remainder of my estate, of whatever kind and character, and wherever located, to _____, provided that _____ survives me. If _____ does not survive me, then I give, devise, and bequeath all of the rest, residue, and remainder of my estate, of whatever kind and character, and wherever located, to _____ as alternate. If none of my named beneficiaries survives me, then the rest and residue of my estate shall pass according to the order of intestate succession in the State of _____.

V. ADDITIONAL POWERS OF THE EXECUTOR: My Executor shall have the following additional powers with respect to my estate, to be exercised from time to time at my Executor's discretion without further license or order of any court.

VI. WAIVER OF BOND, INVENTORY, ACCOUNTING, REPORTING AND APPROVAL: My Executor and alternate Executor shall serve without any bond, and I hereby waive the necessity of preparing or filing any inventory, accounting, appraisal, reporting, approvals or final appraisement of my estate. I direct that no expert appraisal be made of my estate unless required by law.

VII. OPTIONAL PROVISIONS: I have placed my initials next to the provisions below that I adopt as part of this Will. Any unmarked provision is not adopted by me and is not a part of this Will.

_____ If any beneficiary to this Will is indebted to me at the time of my death, and the beneficiary evidences this debt by a valid Promissory Note payable to me, then such person's portion of my estate shall be diminished by the amount of such debt.

_____ Any and all debts of my estate shall first be paid from my residuary estate. Any debts on any real property bequeathed in this Will shall be assumed by the person to receive such real property and not paid by my Executor.

_____ I direct that my remains be cremated and that the ashes be disposed of according to the wishes of my Executor.

_____ I direct that my remains be cremated and that the ashes be disposed of in the following manner:

_____ I desire to be buried in the _____ cemetery in _____ County, _____ [State].

VIII. CONSTRUCTION: The term "testator" as used in this Will is deemed to include me as Testator or Testatrix. The pronouns used in this Will shall include, where appropriate, either gender or both, singular and plural.

IX. SEVERABILITY AND SURVIVAL: If any part of this Will is declared invalid, illegal, or inoperative for any reason, it is my intent that the remaining parts shall be effective and fully operative, and that any Court so interpreting this Will and any provision in it construe in favor of survival.

IN WITNESS WHEREOF, I, _____ [Name of Testator], hereby set my hand to this last Will, on each page of which I have placed my initials, on this _____ day of _____, 20____ at _____, State of _____.

[Signature]

[Printed or typed name of Testator]

[Address of Testator, Line 1]

[Address of Testator, Line 2]

WITNESSES

The foregoing instrument, consisting of _____ pages, including this page, was signed in our presence by _____ [name of Testator] and declared by _____ [him or her] to be _____ [his or her] last Will. We, at the request and in the presence of _____ [him or her] and in the presence of each other, have subscribed our names below as witnesses. We declare that we are of sound mind and of the proper age to witness a will that to the best of our knowledge the testator is of the age of majority, or is otherwise legally competent to make a will, and appears of sound mind and under no undue influence or constraint. Under penalty of perjury, we declare these statements are true and correct on this _____ day of _____, 20____ at _____, State of _____.

[Signature of Witness #1]

[Printed or typed name of Witness #1]

[Address of Witness #1, Line 1]

[Address of Witness #1, Line 2]

[Signature of Witness #2]

[Printed or typed name of Witness #2]

[Address of Witness #2, Line 1]

[Address of Witness #2, Line 2]

[Signature of Witness #3]

[Printed or typed name of Witness #3]

_____[Address of Witness #3, Line 1]
_____[Address of Witness #3, Line 2]

- - - Optional Self-Proving Affidavit Form - - -

(Note: The grey box below is not a part of the Affidavit and is included for informational purposes only. You should not include it as part of the Affidavit.)

-

About this Self-Proving Affidavit Form: Although a Self-Proving Affidavit is not a requirement in the State of _____, it is an *excellent* idea to sign one when executing a Will. It can greatly reduce the difficulty associated with probating the Will when the time comes. The testator, along with three witnesses, must sign the Affidavit together in the presence of a notary public. The Affidavit is then attached to the Will. Its basic purpose is to affirm that the Will is that of the testator and that the will was signed and witnessed in accordance with all applicable state requirements.

To make a self-proving Will, a testator should follow this procedure: (1) The testator should sign the Will in the presence of the witnesses and have the witnesses sign as well; (2) A notary public should be present at the time the Will is signed by the testator, together with all the witnesses; (3) The testator should provide the blank Self-Proving Affidavit form below to the notary public, or the testator should consult with the notary public to determine if a different Self-Proving Affidavit form is recommended; (4) The testator and witnesses should complete the Self-Proving Affidavit form in the presence of the notary public. The notary public will require the testator and witnesses to swear to the Self-Proving Affidavit's truth and may require that photo identification is presented; (5) Once completed, the Self-Proving Affidavit should be stapled to the Will.

SELF-PROVING AFFIDAVIT

State of _____
County of _____

We, _____,
_____,
_____, and
_____, the testator and

the witnesses respectively, whose names are signed to the attached instrument in those capacities, personally appearing before the undersigned authority and first being duly sworn, do hereby declare to the undersigned authority under penalty of perjury that the testator declared, signed, and executed the instrument as his/her last will; he/she signed it willingly or willingly directed another to sign for him/her; he/she executed it as his/her free and voluntary act for the purposes therein expressed; and each of the witnesses, at the request of the testator, in his or her hearing and presence, and in the presence of each other, signed the will as witness and that to the best of his or her knowledge the testator was at that time eighteen (18) years of age or older, of sound mind and under no constraint or undue influence.

Legal Messenger

[Signature of Testator]

[Printed or typed name of Testator]

[Address of Testator, Line 1]

[Address of Testator, Line 2]

[Signature of Witness #1]

[Printed or typed name of Witness #1]

[Address of Witness #1, Line 1]

[Address of Witness #1, Line 2]

[Signature of Witness #2]

[Printed or typed name of Witness #2]

[Address of Witness #2, Line 1]

[Address of Witness #2, Line 2]

[Signature of Witness #3]

[Printed or typed name of Witness #3]

[Address of Witness #3, Line 1]

[Address of Witness #3, Line 2]

Subscribed, sworn, and acknowledged before me,
_____, a notary public, by
_____, the testator, and by
_____,
_____, and
_____, the witnesses, this
_____ day of _____, 20_____.

[NOTARIAL SEAL]

Notary Public's Signature

My Commission Expires: _____

3. Marriage and Family

3.1 [Prenuptial Agreement](#)

Specifies each party's rights, assets, debts and property before the marriage.
Specifies division of property and spousal support in case of marriage breakdown.

Distributes your estate according to your wishes (in the event of death) and protects it from any claims by your spouse.

Protects the interest of children from a previous marriage.

3.2 [Divorce \(No Children\)](#)

The divorce papers (Complaint for Divorce forms) provided by this site will help you and your spouse end your marriage quickly, quietly, inexpensively, and with dignity.

3.3 [Divorce \(Minor Children\)](#)

The divorce papers (Complaint for Divorce forms) provided by this site will help you and your spouse end your marriage quickly, quietly, inexpensively, and with dignity.

3.4 [Living Together Cohabitation Agreement](#)

Intended for use by non-married couples who are living together.

To provide a plan for the sharing of living expenses during the course of the relationship.

To provide a plan for the division of joint property upon termination of the relationship.

To provide a plan for the retention of separate property acquired prior to, and after, the execution of this agreement.

3.5 [Gay & Lesbian Couples Agreement](#)

Used by non-married gay and lesbian couples who are living together

To provide a plan for the sharing of living expenses during the course of the relationship.

To provide a plan for the division of joint property upon termination of the relationship.

To provide a plan for the retention of separate property acquired prior to, and after, the execution of this agreement.

3.6 [Marital Counseling Agreement](#)

An agreement whereby a married couple agree to attend marital counseling.

To affirm the commitment to further reconcile and strengthen the marriage.

To address and resolve any un resolved marriage issues or problems.

3.7 [Child Custody & Visitation Agreement](#)

Determines the parent who is to become the custodian/guardian for the child. The custodian will be responsible for the supervision & upbringing of the child. Determines the rights of visitation and related arrangements for the non-custodial parent.

3.8 [Authorization for Travel with Minor](#)

Gives legal authorization and parental consent for a child to travel with a specific person.
Gives authorized person permission to make changes in travel plans and other decisions.
Describes travel purpose to ensure compliance with parents' or guardian's wishes.
Protects minor with legal guardianship during traveling.

3.9 [Minor's medical treatment Authorization](#)

Provides a chosen individual with legal authorization and consent to make decisions in regards to minor's health and medical treatment for any minor injuries or illnesses.
Used if minor is traveling away from home with a relative, friend or school.
protects the minor in case of injury or illness.

3.10 [Temporary Guardianship Authorization](#)

A document by which a minor's parent or guardian provides a chosen individual with temporary legal guardianship to make health, educational, recreational and other decisions relating to the child.
Used when minor is traveling with his or her temporary guardian.
Used when minor is living away from home.
Protects the minor by appointing a legal guardian to care for him/her.

3.11 [Consent of Parents for Surgery for Minor](#)

Provides a surgeon with legal authorization and consent to perform surgery on a minor.
Can be used in a case of emergency or otherwise.
Having this form can save time and save a minor's life in a life threatening situation.
Used for all kinds of surgeries including heart, gall bladder, strabismus and plastic surgery.

4. Living Will

4.1 [Living Will](#)

Conveys your wishes regarding treatment when those wishes can no longer be communicated by you.

Appoints an individual to make health decisions for you at a time you are unable to do so.

4.2 [Irrevocable Trust Agreement](#)

An arrangement in which the grantor departs with ownership and control of property.

Useful in providing children with a fund for education or other specific planning purposes.

Useful in life insurance planning.

Typically receives a deduction for income that is distributed on a current basis.

4.3 [Revocable Living Trust](#)

A legal arrangement used in estate planning that provides for the management and distribution of your property (after passing away).

Revocable and amendable by you during your lifetime.

Transfers property to another person, called the "trustee," who holds the property for the benefit of another person, called the "beneficiary" (your children).

Useful in providing children with a fund for education or other specific planning purposes.

5. Name Change

5.1 [Petition for Change of Name of Adult](#)

5.2 [Petition for Change of Name of Minor](#)

A legal form by which an adult or a minor can change his/her name.

Needed when a person prefers a new name due to social or religious reasons.

Any lawful reason that the Petitioner provides is typically adequate to satisfy most courts.