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# 101 Law Forms for Personal Use



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- lend or borrow money
- deal with landlords and tenants
- hire a child- or elder-care worker
- and much more



by Attorneys Robin Leonard & Ralph Warner,  
with the Editors of Nolo

*"Get it in writing" is as fundamental as  
consumer advice gets. [This book] makes it  
easy for consumers to follow this principle.*

—Orlando Sentinel

5th edition

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# Table of Contents



## How to Use This Book

A. Filling in the Contracts and Forms .....	1/3
B. Editing the Forms .....	1/3
C. Describing People, Property, and Events .....	1/6
D. Signing the Forms .....	1/6
E. Resolving Disputes .....	1/7
F. Do You Need a Lawyer? .....	1/9
G. Icons Used in This Book.....	1/9

## 1 Delegating Authority to Care for Children, Pets, and Property

Form 1: Temporary Guardianship Authorization for Care of Minor .....	1/2
Form 2: Authorization for Minor's Medical Treatment .....	1/3
Form 3: Authorization for Foreign Travel With Minor .....	1/3
Form 4: Housesitting Instructions.....	1/4
Form 5: Children's Carpool Agreement.....	1/4
Form 6: Pet Care Agreement .....	1/5
Form 7: Authorization to Drive a Motor Vehicle.....	1/6
Form 8: Power of Attorney for Finances (Limited Power) .....	1/6
Form 9: Power of Attorney for Real Estate .....	1/8
Form 10: Notice of Revocation of Power of Attorney .....	1/13

## 2 Basic Estate Planning

Form 11: Property Worksheet .....	2/2
Form 12: Beneficiary Worksheet .....	2/2
Form 13: Will for Adult With No Child(ren) .....	2/5
Form 14: Will for Adult With Child(ren) .....	2/6
Form 15: Will Codicil .....	2/7

## 3 Things to Do After a Death: Documents for Executors

Form 16: Request for Death Certificate .....	3/2
Form 17: Notice to Creditor of Death .....	3/3
Form 18: Notice to Stop Social Security Payments After a Death .....	3/3
Form 19: General Notice of Death .....	3/4
Form 20: Obituary Information Fact Sheet .....	3/4
Form 21: Notice to Deceased's Homeowner's Insurance Company .....	3/5
Form 22: Notice to Deceased's Vehicle Insurance Company .....	3/5

## 4 Renting a Place to Live

Form 23: Apartment-Finding Service Checklist .....	4/2
Form 24: Rental Application .....	4/3
Form 25: Fixed-Term Residential Lease .....	4/3
Form 26: Month-to-Month Residential Rental Agreement .....	4/3
Form 27: Landlord-Tenant Agreement to Terminate Lease .....	4/5
Form 28: Consent to Assignment of Lease .....	4/6
Form 29: Landlord-Tenant Checklist .....	4/6
Form 30: Notice of Needed Repairs .....	4/7
Form 31: Tenant's Notice of Intent to Move Out .....	4/7
Form 32: Demand for Return of Security Deposit .....	4/8

## 5 Borrowing or Lending Money

Form 33: Loan Comparison Worksheet .....	5/2
Form 34: Authorization to Check Credit and Employee References .....	5/2
Form 35: Monthly Payment Record .....	5/4
Form 36: Promissory Note—Installment Payments With Interest .....	5/6

Form 37: Promissory Note—Installment Payments With Interest and Balloon Payment .....	5/7
Form 38: Promissory Note—Installment Payments Without Interest .....	5/7
Form 39: Promissory Note—Lump Sum Payment With Interest .....	5/7
Form 40: Promissory Note—Lump Sum Payment Without Interest .....	5/8
Form 41: Cosigner Provision .....	5/8
Form 42: Security Agreement Provision for Promissory Note .....	5/9
Form 43: Security Agreement .....	5/9
Form 44: U.C.C. Financing Statement .....	5/10
Form 45: Release of U.C.C. Financing Statement .....	5/10
Form 46: Agreement to Modify Promissory Note .....	5/11
Form 47: Overdue Payment Demand .....	5/11
Form 48: Demand to Make Good on Bad Check .....	5/11

## 6 Buying a House

Form 49: Ideal House Profile .....	6/2
Form 50: House Priorities Worksheet .....	6/3
Form 51: House Comparison Worksheet .....	6/4
Form 52: Family Financial Statement .....	6/4
Form 53: Monthly Carrying Costs Worksheet .....	6/6
Form 54: Mortgage Rates and Terms Worksheet .....	6/8
Form 55: Moving Checklist .....	6/11

## 7 Buying or Selling a Car, Dog, or Other Personal Property

Form 56: Motor Vehicle Bill of Sale .....	7/2
Form 57: Boat Bill of Sale .....	7/3
Form 58: Computer System Bill of Sale .....	7/3
Form 59: General Bill of Sale .....	7/4
Form 60: Bill of Sale for Dog .....	7/4

## 8 Renting Personal Property and Storing Goods

Form 61: Personal Property Rental Agreement .....	8/2
Form 62: Notice of Termination of Personal Property Rental Agreement .....	8/2
Form 63: Storage Contract .....	8/3

## 9 Home Repairs and Maintenance

Form 64: Home Maintenance Agreement .....	9/3
Form 65: Home Repairs Agreement .....	9/3
Form 66: Contractor Mid-Job Worksheet .....	9/4

## 10 Handling Personal Finances

Form 67: Daily Expenses .....	10/2
Form 68: Monthly Income .....	10/2
Form 69: Monthly Budget .....	10/3
Form 70: Statement of Assets and Liabilities .....	10/4
Form 71: Assignment of Rights .....	10/4
Form 72: Notice to Terminate Joint Account .....	10/5
Form 73: Notice to Stop Payment of Check .....	10/6
Form 74: Request for Credit Report.....	10/6
Form 75: Dispute Incorrect Credit Report Entry .....	10/7
Form 76: Dispute Credit Card Charge .....	10/8
Form 77: Demand Collection Agency Cease Contact .....	10/9

## 11 Dealing With Junk Mail and Telemarketing Calls

Form 78: Notice to Remove Name From List .....	11/3
Form 79: Notice to Add or Retain Name but Not Sell or Trade It .....	11/5
Form 80: Telemarketing Phone Call Log .....	11/5
Form 81: Notice to Put Name on Company's "Do Not Call" List.....	11/6
Form 82: Demand for Damages for Excessive Calls .....	11/6

## 12 Hiring Child Care, Elder Care or Household Help

Form 83: Child Care Agreement .....	12/3
Form 84: Child Care Instructions .....	12/5
Form 85: Elder Care Agreement .....	12/6
Form 86: Housekeeping Services Agreement .....	12/6

## 13 Living Together

Form 87: Agreement to Keep Property Separate .....	13/2
Form 88: Agreement for a Joint Purchase .....	13/3
Form 89: Agreement to Share Property .....	13/4
Form 90: Declaration of Legal Name Change .....	13/4

## 14 Settling Legal Disputes

Form 91: Demand Letter .....	14/2
Form 92: Online Auction Buyer Demand Letter .....	14/3
Form 93: Request for Refund or Repair of Goods Under Warranty .....	14/3
Form 94: Accident Claim Worksheet .....	14/5
Form 95: General Release .....	14/7
Form 96: General Mutual Release .....	14/8
Form 97: Release for Damage to Real Estate .....	14/8
Form 98: Release for Property Damage in Auto Accident .....	14/8
Form 99: Release for Personal Injury .....	14/8
Form 100: Mutual Release of Contract Claims .....	14/9

## 15 Miscellaneous Forms for Personal Use

Form 101: Complaint Letter .....	15/2
Form 102: Notice of Insurance Claim .....	15/3
Form 103: Notice to Cancel Certain Contracts .....	15/4
Form 104: Cancel Membership or Subscription Notice .....	15/5
Form 105: Request to Begin Special Education Process .....	15/5
Form 106: Identity Theft Worksheet .....	15/7

## Appendixes

**A** Using the Forms CD-ROM

**B** Tear-Out Forms

## Index



# Introduction



## How to Use This Book

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A. Filling in the Contracts and Forms .....	1/3
B. Editing the Forms .....	1/3
C. Describing People, Property, and Events .....	1/6
D. Signing the Forms .....	1/6
E. Resolving Disputes .....	1/7
F. Do You Need a Lawyer? .....	1/9
G. Icons Used in This Book .....	1/9



This book provides more than 100 ready-to-use forms and contracts for a variety of everyday legal and practical transactions that most Americans can safely handle without formal legal help. Among the forms included are those necessary to write a simple will, settle minor legal disputes, prepare a power of attorney document, lend or borrow money, rent a place to live, request your credit report, and sell a used car. Forms are also included to hire someone to do home repairs, to care for your children, and for a variety of other purposes.

### The Importance of Getting Contracts in Writing

The most important rule when making any business agreement or transaction is this: Get it in writing. In a few situations—such as a contract to buy or sell real estate—you must have a written agreement for it to be legally enforceable. Similarly, a contract that can't be performed within one year of when it's made must be written.

But even when an oral contract is legal, there are many practical reasons why you want to write it down. Two years from now, you and the other people involved in any transaction are likely to have significantly different recollections about what you agreed to. So putting your agreement into black and white is an important memory aid. But a well-drafted contract has several other important benefits. For one, it serves as a framework for settling disputes. If this proves impossible and a court contest ensues, it will be far easier to prove the terms of a written contract than an oral one.

Another important benefit of drafting a written agreement is that the act of putting a contract together can help you and the other parties focus on all key legal and practical issues, some of which might otherwise be overlooked. By starting this process with a well-designed form—like those in this book—you increase your chances of creating a thorough document.

Many of the forms in this book are primarily designed for your personal use, such as the Apartment-Finding Service Checklist or Loan Comparison Worksheet. But other forms in the book, such as the Elder Care Agreement, are contracts, designed for two or more parties to create a legally enforceable agreement. Unlike commercial contracts used to buy a house or sign up with a health maintenance organization, which almost always consist of pages full of hyped-up legalese, the contracts in this book are written in everyday (but legal) language. They are designed to describe and define a transaction, such as designating a temporary guardian for your child, with a reasonable level of specificity—without sacrificing the important virtues of clarity and simplicity.

Don't worry that because our contracts are jargon-free, they might be less valid than others. In general, as long as two parties—business entities or people—exchange promises to each do something of benefit for the other, a valid contract is formed. A contract will usually be enforced as long as all of the following requirements are met:

- **The terms are specific enough.** The contract must be clear and detailed enough so that an arbitrator or judge can sensibly decide who is right. For example, a house painting agreement that says "John the Painter shall paint Sally the Homeowner's house" provides so little guidance that it is next to worthless and probably would not be enforced. At the very least, to be enforceable the contract should state how much John is to be paid for his work. Of course, you'll want to go beyond creating a contract that defines who and what is involved to create one that anticipates problems likely to arise under it. To be of real value, it should include key details such as the type and color of paint to be used, the work schedule, how and when payment is to be made, and what happens if John and Sally disagree about a key issue.
- **The contract is for a legal purpose.** A contract formed to accomplish something that the law prohibits is not enforceable in a court. For in-

stance, if two people who sign a contract to transfer an illegal gambling operation later have a falling out, the agreement will not be enforced by a judge.

- **Enforcement would not be grossly unfair.** The contracts you make using the forms in this book are unlikely to be challenged on the grounds of fairness. But in extreme situations, if a contract is both unfair and the result of one party's superior bargaining position (such as a one-sided premarital agreement between a millionaire and an unsophisticated recent immigrant), a court might not enforce it. If you keep in mind that the best contracts substantially benefit both parties, you will have no problems.

## A. Filling in the Contracts and Forms

The forms in this book are designed to be used as needed; we don't expect you to read the book from start to finish. But we do ask one thing: Read all of the introductory material at the beginning of any chapter from which you will use a form, as well as the instructions for completing the form itself.

You can use the forms provided in this book in at least three ways:

1. **Use the Forms CD-ROM.** All the forms are contained on the accompanying disk. If you have access to a computer, the most efficient approach is to fill in and print a desired form using the computer's word processing program, customizing the form as needed.
2. **Use the tear-out form.** You can certainly get the job done the old-fashioned way—by photocopying a form out of the book and filling it in with a typewriter or pen. *Don't*, however, use the original tear-out form from the book, or you'll be left without a clean copy. Although you'll be fine filling in some forms for your personal use by hand, such as the Property Worksheet, we suggest that you type the agreements whenever possible. While typing is not legally required, a printed

document usually carries more weight than a handwritten one and is more legible. But if convenience or cost dictates, that you fill a contract or form in by hand, do it neatly and you should be fine.



**You must retype the tear-out will.** As explained in Chapter 2, Basic Estate Planning, you cannot just tear out the will form, fill it in, and sign it. Instead, use the disk that comes with this book (or a typewriter if you don't have access to a computer) to prepare a fresh will that contains only the clauses you want. If you are writing a will, be sure to read the instructions in Chapter 2 carefully, including how wills must be signed and witnessed.

3. **Use the forms in this book to evaluate similar forms and contracts.** If someone drafts a contract and presents it to you to sign, you can use a corresponding form in this book as a checklist to make sure that the proposed contract has all the recommended ingredients. If it doesn't, use the form in this book as a model to suggest modifications or additions.

## B. Editing the Forms

Many of the forms in this book may meet your needs perfectly. All you will need to do is fill in a few blanks and sign it. But for some forms, you'll want to make some changes—such as adding or deleting language or clauses. Here's how.

### 1. Selecting From Several Choices

Many of our forms contain one or more clauses requiring that you choose among several options, such as the method of payment for the work being performed under a Home Repairs Agreement or Child Care Agreement (see sample below). When you see a clause like this, simply check the correct box on the tear-out form and provide any requested additional information.

On several of our forms, you may encounter some slightly awkward language, such as  Yes  No or “his/hers.” In either case, you can easily clean the form up by deleting words that don’t apply or substituting more appropriate language (assuming you’re using the forms on disk). If you’re filling in a tear-out form, leaving the unneeded words in will not affect the validity of the contract. If you prefer, however, you can ink out the portion that does not apply.

## 2. Deleting Clauses or Phrases

Some individual clauses or phrases in our forms and agreements may not apply to your situation. If you are using the forms on the disk, making changes is easy—simply delete those clauses and renumber the remaining as appropriate.

If you are using the tear-out forms, draw lines through the clause you want to delete and have all parties put their initials next to it. If you are deleting a complete clause, you’ll need to renumber the clauses to avoid confusion. For example, if you do not want your lease to include a clause on extended absences of tenants (Clause 16 of Form 22, Fixed-Term Residential Lease), make the modifications as shown below.

## 3. Adding Clauses or Language

Adding extra terms to a contract is easy if you’re using the forms on disk: Simply add the new language or clauses and renumber the remaining clauses as appropriate.

If you are using the tear-out forms, and want to add words to a clause, use the space provided. If we didn’t leave enough room, or if you want to add a new clause, you should prepare a separate addendum sheet or attachment. See “How to Prepare an Attachment Page” below for details.



**Be sure your changes are clear, easy to understand, and legal.**

If you add a list of property or work specifications to a contract, your contract should still be fine. But if you delete one of our clauses, and substitute your own, make sure your language is easy to understand, free of ambiguity, and consistent with the rest of the contract. Also, if you have any doubt about the legal validity of language you want to add or delete—especially if significant amounts of money or property or the personal rights of the other person are involved—have the changes checked by a lawyer.

### Example of Clause With Several Options (Clause 2 of Home Repairs Agreement)

#### 2. Payment

In exchange for the work specified in Clause 1, Homeowner agrees to pay Contractor as follows  
[choose one and check appropriate boxes]:

- \$ \_\_\_\_\_, payable upon completion of the specified work by  cash  check.
- \$ \_\_\_\_\_, payable by  cash  check as follows:
- \_\_\_\_\_ % payable when the following occurs: \_\_\_\_\_
- \_\_\_\_\_ % payable when the following occurs: \_\_\_\_\_
- \_\_\_\_\_ % payable when the following occurs: \_\_\_\_\_.
- \$ \_\_\_\_\_ per hour for each hour of work performed, up to a maximum of \$ \_\_\_\_\_,  
payable at the following times and in the following manner: \_\_\_\_\_
- \_\_\_\_\_.

### Example of How to Delete Clause (Clause 16 of Form 25, Fixed-Term Residential Lease)

~~MS~~ ~~Clause 16. Extended Absences by Tenant.~~

~~Tenant will notify Landlord in advance if Tenant will be away from the premises for \_\_\_\_\_ or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.~~

<sup>16</sup> ~~Clause 17. Possession of the Premises~~

a. *Tenant's failure to take possession.*

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

### How to Prepare an Attachment Page

If you need to add anything to a tear-out copy of one of the forms or agreements in this book, take the following steps.

1. If you want to add words to a clause, and there is not enough space to insert the new language into the specific clause of the agreement, you can refer to it as an attachment, by adding the words: "Clause [number] continued on Attachment A [or B or C and so on] of [name agreement or form]".

**EXAMPLE:** Clause 1 of the General Bill of Sale provides space for you to list the items you're selling. If there is not enough room to list all these items on the tear-outs, write the words "Clause 1 Continued on Attachment A of the General Bill of Sale."

Similarly, if you want to add a new clause, insert the words "Agreement Continued on Attachment A of [name agreement or form]" after the last clause of the agreement and before the place where the agreement gets signed.

Use a separate attachment each time you need more room.

2. Make your own Attachment form, using a sheet of blank white 8½" by 11" paper. At the top of the form, write "Attachment A [or B or C and so on] to [name agreement or form] between [insert names of all parties]" for the first attachment, and so on. Then add the words "a continuation of [name clause]" if you're continuing a clause, or "an addition to," if you're adding a new clause.

**EXAMPLE:** "Attachment A to General Bill of Sale between Beth Spencer and Rich Portman. A continuation of Clause 1."

3. Type or print the additional information on the attachment.
4. Have both parties sign or initial the attachment at the bottom of each page.
5. Staple all attachments to the end of the main agreement or form.

## C. Describing People, Property, and Events

Some forms ask you to name people or describe events or property. Here's the best way to do this.

**People.** Where you are asked to insert the name, address, and other identifying information for a person, use that person's legal name—the name on a driver's license—and home street address. If a person commonly uses two names (not including a nickname), include both, for example, "Alison Johnson, aka Alison Walker-Johnson."

**Property.** To identify property, such as a defective computer you're returning with a Request for Refund or Repair of Goods Under Warranty (Form 93), be as specific as you can. There are no magic words. Your goal is simply to identify the property clearly so that no misunderstanding will arise later. Normally, this means listing the make, model, type, color, identifying number if the item has one, and any other identifying characteristics that come to mind. For instance, if you are requesting repair of a computer under warranty, you might say "Dell Inspiron 5500 laptop, ID # 445556, 30 GB hard disk."

**Events.** Take a similar approach when describing events, such as payment for a housecleaner (Form 86). As long as you identify the date, time (if appropriate), and location, and include a clear description of what happened or what is supposed to happen, your description should be adequate.

## D. Signing the Forms

Each form has specific signing instructions, including who must sign, how many copies to make, whether or not notarization is required or recommended, and any requirements for a spouse to sign or for witnesses.



**Always keep your signed copy in a safe place, along with any related documents or correspondence.** You may need this at some point—for example, if you end up in court over a dispute concerning an agreement or contract.

## 1. Notarization

Where we suggest that you have the document notarized, we have included a notary certificate at the end of the form. Notarization means that a person authorized as a notary public certifies in writing that:

- You're the person you claim to be, and
- You've acknowledged under oath signing the document.

Very few legal documents need to be notarized or witnessed. Notarization and witnessing are usually limited to documents, such as a power of attorney involving real estate, that are going to be recorded at a public office charged with keeping such records—for example, a county land records office or registrar of deeds. Occasionally—but very rarely—state laws require witnesses or notaries to sign other types of documents.

If you want to have a form notarized, everyone who has to sign the form must appear together in front of the notary. The notary will want proof of your identity, such as a driver's license that bears your photo and signature. The notary will watch each of you sign (or, in some circumstances, you can simply acknowledge that you signed the document already) and then will complete an acknowledgment, including a notarial seal. Notarization language can vary from state to state, and you will want to use the language required in your state. A sample of typical notarization language (this is included on the power of attorney forms in Chapter 1) is shown below.

You can often find a notary at a bank, lawyer's office, real estate office, or title insurance office. Most charge under \$20 for notarizing a document. If you are notarizing a document that relates to real estate, you will have to allow the notary to take your thumbprint in some states.



**Notarization is always an option.** If there is no mention of notarization in the signing instructions for a form, it is not required or recommended. However, even if we don't suggest you have a form notarized, you may choose to—simply because it adds a measure of legal credibility.

## Sample Notarization Language

### Certificate of Acknowledgment of Notary Public

State of \_\_\_\_\_  
 County of \_\_\_\_\_ } ss

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_,  
 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 the within instrument, and acknowledged to me that he or she executed the same in  
 his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity  
 upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
 Notary Public for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

[NOTARY SEAL]

## 2. Spouse's Signature

If you'll be asked to sign a contract, such as a promissory note, that makes you liable for a debt, the other person may ask that your spouse sign as well. This is most likely to happen, for example, if you're borrowing money to buy property that both spouses will use or to help finance a new business venture. For more details, see the discussion of promissory notes in Chapter 5.

## E. Resolving Disputes

Sadly, you may have a legal dispute involving one of the forms or contracts in this book. For example, maybe your partner reneges on an agreement to share property (Form 85) when you split up, or you're upset because your dog-sitter acted contrary to your

pet care agreement (Form 4). One way to resolve a dispute is through a court fight. This is usually a bad way, given that trials are typically expensive, prolonged, and emotionally draining. It usually makes far more sense to attempt to resolve disputes through other means, including the following:

**Informal negotiation.** The parties to the dispute try to voluntarily work out their differences through open discussions, which often result in each compromising a little to put the matter to rest. It may make sense to have a trusted mutual friend informally negotiate an agreement.

**Mediation.** The parties try to achieve a voluntary settlement with the help of a neutral third party, a mediator. With mediation, the two of you get together to talk face to face about your disagreements, with the mediator working to help you communicate so that you can craft your own solution. No one has the power to impose a solution with



mediation—rather, you must work out your own agreement voluntarily. Mediation is inexpensive, quick, confidential, and effective the majority of the time. Depending on your situation, you may want to contact a community mediation agency that offers mediation, usually by trained community volunteers.

**Arbitration.** If mediation fails to resolve a dispute, arbitration is the next best choice. With arbitration, the parties allow a neutral third party, an arbitrator, to arrive at a binding decision in order to resolve the dispute. Normally, the decision is solely up to the arbitrator and the parties agree beforehand to abide by his or her decision. In some situations, however, the parties establish certain rules in advance of the arbitration—for example, a limit on the amount of money that can be awarded. Where limits are set

by the parties, the arbitrator is bound by them. Arbitration is almost always speedier and usually much less expensive than litigation.

Ideally, you'd like to be able to settle disputes informally. Unfortunately, however, even when everyone tries in good faith, they don't always reach a compromise. Therefore, a dispute resolution clause (see the one shown below) lets you agree in advance on a framework mandating mediation and arbitration for resolving disputes. This dispute resolution clause is already in several of the forms in this book. If it's not on a particular form, and you want to add it, you can find it in the CD-ROM file **DISPUTE**. To add the dispute clause, simply follow the directions in Section B, above, about adding a clause.

This dispute resolution clause allows the parties to make one of three choices:

## Dispute Clause

### Disputes

*[choose one]*

- Litigation.** If a dispute arises, any party may take the matter to court.
- Mediation and Possible Litigation.** If a dispute arises, the parties will try in good faith to settle it through mediation conducted by *[choose one]*:

- \_\_\_\_\_ *[name of mediator]*.
- a mediator to be mutually selected.

The parties will share the costs of the mediator equally. If the dispute is not resolved within 30 days after it is referred to the mediator, any party may take the matter to court.

- Mediation and Possible Arbitration.** If a dispute arises, the parties will try in good faith to settle it through mediation conducted by *[choose one]*:

- \_\_\_\_\_ *[name of mediator]*.
- a mediator to be mutually selected.

The parties will share the costs of the mediator equally. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by *[choose one]*:

- \_\_\_\_\_ *[name of arbitrator]*.
- an arbitrator to be mutually selected.

The arbitrator's decision will be binding and judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

- **Litigation.** You go to court and let a judge or jury resolve the dispute.
- **Mediation and possible litigation.** You agree to let a mediator help you reach a voluntary settlement of the dispute. If mediation doesn't accomplish this goal, either of you can take the dispute to court. You can name the mediator when you prepare the form or agree on one when the need arises.
- **Mediation and possible arbitration.** You start by submitting the dispute to mediation. If mediation doesn't lead to a settlement, you submit the dispute to arbitration. The arbitrator makes a final decision that will be enforced by a court, if necessary. You can name the arbitrator when you prepare the form or agree on one when the need arises.



Information on mediation and other methods of resolving disputes, is available online through Nolo's free online Legal Encyclopedia at [www.nolo.com](http://www.nolo.com), under the heading "Lawsuits and Mediation." An excellent source for more thorough information is *Mediate, Don't Litigate*, by Peter Lovenheim and Lisa Guerin. If you do end up fighting a case in court, read *Represent Yourself in Court*, by Paul Bergman and Sara Berman-Barrett. If your case is worth less than a few thousand dollars, you may choose small claims court. In that case, see *Everybody's Guide to Small Claims Court*, by Ralph Warner. All titles are published by Nolo.

## F. Do You Need a Lawyer?

Most of the contracts used in this book involve relatively straightforward transactions. Just as you routinely negotiate deals to lend money to a friend or hire someone to paint your kitchen without formal legal help, you can just as safely complete the basic legal paperwork needed to record your understanding.

But like most generalizations, this one isn't always true. Creating a solid written agreement—

especially where a lot of money or property is at stake—will occasionally mean obtaining the advice of a lawyer. Fortunately, even when you seek a lawyer's help, the forms and information included here will let you keep a tight rein on legal fees. You'll have gotten a running start by learning about the legal issues and perhaps drawing up a rough draft of the needed document, allowing you and your lawyer to focus on the few points that may not be routine.

Ideally, you should find a lawyer who comes highly recommended from personal referrals. Look for someone who's willing to answer a few questions, or possibly to review a completed contract draft, but who respects your ability to prepare the routine paperwork. Adopting this approach should keep the lawyer's fee to a minimum. For more advice on finding and working with a lawyer, see the Lawyers and Legal Malpractice section under "Lawsuits and Mediation" in Nolo's online Legal Encyclopedia at [www.nolo.com](http://www.nolo.com).

## G. Icons Used in This Book

As you've read this Introduction, you no doubt encountered a few icons, alerting you to specific information. Here's a list of the icons used in this book.



A practical tip or good idea.



A warning about a potential problem.



Resources that give more information about the issue discussed in the text.



Related topics covered in this book.



An alert that notarization of the form is recommended or required. ■







## Delegating Authority to Care for Children, Pets, and Property

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Form 1: Temporary Guardianship Authorization for Care of Minor .....	1/2
Form 2: Authorization for Minor's Medical Treatment .....	1/3
Form 3: Authorization for Foreign Travel With Minor .....	1/3
Form 4: Housesitting Instructions .....	1/4
Form 5: Children's Carpool Agreement .....	1/4
Form 6: Pet Care Agreement .....	1/5
Form 7: Authorization to Drive a Motor Vehicle .....	1/6
Form 8: Power of Attorney for Finances (Limited Power) .....	1/6
Form 9: Power of Attorney for Real Estate .....	1/8
Form 10: Notice of Revocation of Power of Attorney .....	1/13

**H**uman beings can be distinguished from the rest of the animal kingdom in one fundamental way: the ability to reason or make decisions. Many of the key decisions adults make affect the care of their children, finances, and property. And sometimes, when we know we won't be available to make these decisions, we appoint a person we trust to do so. This chapter includes a temporary guardianship authorization, a power of attorney for finances, and several forms you can use to delegate decision making to others in a few common situations. It also includes forms where you can provide instructions for the care of your home and pets.



**When it comes to care of your children, be sure you choose the right person.** While it's

important to prepare a sound agreement authorizing someone to care for your children when you can't, your children's interests aren't served if you don't choose a good caretaker. So be sure you pick someone you trust completely to follow your wishes for your child's care.

## Form 1: Temporary Guardianship Authorization for Care of Minor

You may find it necessary to leave your child in the care of another adult for a few days, weeks, or months. If so, you should give the caretaker permission to authorize medical care for your child and to make other important decisions on his or her behalf. This includes school-related decisions—for example, if your child needs approval to go on a field trip, or your child becomes ill and needs to be picked up from school.

When you complete a temporary guardianship authorization, you are establishing what the law calls an “informal guardianship.” By contrast, a formal guardianship requires court approval and is used most often when a child will be in a guardian's care for a long period of time—for example, when a young child moves in with her grandparents because her parents have died. A formal guardianship

permits the guardian to make more extensive decisions for a child, such as taking the child out of one school and registering her at another.

An informal or temporary guardianship is most often used in these two situations:

- You will be traveling or otherwise unavailable for a relatively short period of time—for example, due to a hospital stay—and will leave your child in another adult's care.
- Your child lives with you and a stepparent who has not legally adopted your child. Because you travel frequently, the stepparent commonly functions as the primary caregiver.

If you have more than one child, you should prepare a separate temporary guardianship authorization for each child.



**Authorizing medical care.** When you make a temporary guardianship authorization, you should also consider making an “Authorization for Minor's Medical Treatment,” discussed just below (Form 2). Although the temporary guardianship form gives the temporary guardian explicit permission to authorize medical examinations, X-rays, hospital care, and other necessary treatments, the medical treatment authorization form allows you to spell out your child's medical history and needs in more detail. The two forms work well together. Whichever forms you complete, you should speak with the pediatrician's office so that they know that the person you name as temporary guardian has your permission to make health care decisions for your child.

### Signing Instructions

The parent(s) and the temporary guardian must sign the Temporary Guardianship Authorization for Care of Minor before it will be valid. Print out two copies of the form (or enough for each person who will be signing the form to have their own copy). The parent(s) and the temporary guardian should sign and date all copies of the authorization form. Give one of the signed documents to the temporary guardian. Keep the other signed document for your own records and store it in a safe place.

**This form contains a space for the acknowledgment of a notary public.**

To have a form notarized, you must go to the notary before signing it. (See the Introduction, Section D1, for general advice on having a form notarized.) Notarization will add a measure of legal credibility, but it isn't always necessary. For example, you probably don't need to have your temporary guardianship authorization form notarized if you will be leaving your child with a grandparent for a few days. But if you will be away from your child for a long time—especially if your child stays with a non-relative—it's a good idea to visit a notary. Practically speaking, a notarized form is likely to be more readily accepted by others.

## Form 2: Authorization for Minor's Medical Treatment

A medical care authorization permits an adult that you name to authorize necessary medical or dental care for your child. This can help you rest easier when your child is participating in sports or other organized activity outside of your supervision. You should provide this authorization to an adult who will be caring for your child when you are away, including babysitters and temporary guardians. This form provides details on your child's doctor, dentist, insurance, allergies, and ongoing medical conditions such as diabetes or asthma, as well as information on how to reach you while your child is in another's care.

If your child is participating in a specified activity, such as a basketball league or dance lessons, the sponsoring organization will most likely give you its own medical authorization to fill out. But if the organization doesn't give you a form, you should take the time to complete this one.

### Signing Instructions

You (the parent[s]) must sign the Authorization for Minor's Medical Treatment document for it to be valid. Make two copies of the form and sign and

date both. Give one of the signed documents to the person who has permission to authorize medical treatment for your child. Keep the other signed document for your own records and store it in a safe place.

**This form contains a space for the acknowledgment of a notary public.**

To have a form notarized, you must go to the notary before signing it. (See the Introduction, Section D1, for general advice on having a form notarized.) Notarization will add a measure of legal credibility, but it isn't always necessary. Practically speaking, a notarized form is likely to be more readily accepted by others.

## Form 3: Authorization for Foreign Travel With Minor

Your child is unlikely to be permitted to travel outside the United States with someone other than his or her parent or legal guardian unless that person has documentation showing his or her legal relationship to your child and his authority to travel with your child. If you are planning such a journey for your child, you should prepare an authorization for foreign travel. This form provides necessary proof that you have given consent for your child to leave the country with another adult. It also provides information about the child's travel plans and contact information for you (the parents).

If you have more than one child who will be traveling outside the country with another adult, you should prepare a separate authorization form for each child.

Before your child departs for a trip with another adult, you should check travel rules carefully. Start by calling the embassy or consulate for the foreign country to which your child will be traveling. Ask if the country has any rules or regulations governing adults traveling in their country with an unrelated minor. Chances are good that the country does not, but it's always good to ask. If there are special requirements, you and the child's adult traveling companion can prepare for them in advance.



**Authorizing medical care.** This form does not permit the person traveling with your child to authorize medical care for him or her. To ensure that your child receives any necessary medical treatment while traveling, you should also complete the Authorization for Minor's Medical Treatment (Form 2), discussed just above.

## Signing Instructions

You (the parent[s]) must sign the Authorization for Foreign Travel With Minor for it to be valid. Make two copies of the form. You and your child's other parent (if any) should sign and date both copies of the document. If you and your child's other parent are divorced or separated, you must still obtain the signature of the second parent before authorizing your child to leave the country with another adult. This will eliminate the possibility that foreign authorities will detain the travelers, suspecting a violation of child custody laws.

Give one of the signed documents to the person who has permission to travel with your child. Keep the other signed document for your own records and store it in a safe place.



**Your foreign travel authorization should be notarized.** To have a form notarized, you must go to the notary before signing it. (See the Introduction, Section D1, for general advice on having a form notarized.) The acknowledgment of a notary public will give the form a greater degree of legitimacy, especially in the eyes of a foreign government. This could help if problems arise during the trip.

## Form 4: Housesitting Instructions

Many people arrange to have a relative, a friend, or even a friend of a friend housesit while they are away on vacation or for an extended period of time. Even if your housesitter is quite familiar with your home, it's always a good idea to provide written information about the care and maintenance of

your house. Use this form to specify details such as what to do about mail, newspapers, garbage, and recycling; gardening and yard maintenance; operation of appliances, locks, and security systems; and where you keep supplies. Write down everything you think the housesitter should know, including the location of emergency gas and water shut-off valves and any special house rules you have, such as no smoking. Your housesitting instructions should also provide details on how to reach you while you're away as well as the names and phone numbers of local contacts who can help with any problems or questions, such as a neighbor who has an extra key, your plumber, and your insurance agent. Preparing detailed housesitting instructions will greatly reduce the chances of problems happening and give you peace of mind while you're lying in the sun many miles from home.



**Pets, cars, and kids.** If your housesitter will be taking care of your pet or driving your car, be sure to complete the Pet Care Agreement (Form 6) and the Authorization to Drive a Motor Vehicle (Form 7). And if your child will be staying at home, complete Form 1, Temporary Guardianship Authorization for Care of Minor.

## Signing Instructions

There are no signing instructions for the Housesitting Instructions. Simply fill it out and leave it with your housesitter. It's probably a good idea to give an extra copy to a friend or neighbor.

## Form 5: Children's Carpool Agreement

It's a rare family these days that doesn't rely to some extent on carpooling. Whether it's a trip to school, lessons, clubs, or part-time jobs, carpools make it possible for parents to share the hassles and—no small matter—have some time for their own jobs, commitments, and even themselves.

But as any carpool-savvy parent can tell you, there are good arrangements and there are those

that don't work. While we can't guarantee that using our form will result in smooth sailing, we can help all carpool members get off on the right foot by getting them to record their agreements on issues that should be discussed and settled at the outset. In addition, our form gives you a place to record important information that may come in handy. Before sharing the form with members of your pool, think about the following issues and talk them out; then record your conclusions on the form:

- Who will be the drivers, and are you all satisfied that the drivers are qualified to drive and do so safely? Is each vehicle adequately insured?
- How will you handle the problem of children who aren't ready when the carpool arrives? How long will the carpool wait? Do you need to discuss what to do in the event that there is no one home at the drop-off site?
- Identify two people who can care for your child in an emergency, as you do when asked by your school for their records.
- Identify any special considerations that need to be kept in mind, such as a child's dietary restrictions (watch those carpool snacks), items that must be brought along (don't forget to check that the trumpet comes home from the music lesson), and personal quirks (with small children, seating arrangements can assume monumental importance).

## Signing Instructions

After you and the other parents have made your decisions about how to resolve the issues raised in the Carpool Agreement, record your conclusions in the spaces provided. Then have each parent sign and date the document. Give a copy of the signed agreement to each parent and keep a copy for yourself.



Unlike many of the forms in this book, your Carpool Agreement is not a legally binding document. If a member doesn't live up to it, your only recourse is to talk it over and come to a consensus about what to do.

## Form 6: Pet Care Agreement

If you're going on a trip or will be otherwise unable to care for your pet for a period of time, you might leave your animal in the care of a neighbor or friend. If you do, it's a good idea to make a written agreement describing the arrangement and setting out clear instructions for your pet's care.

With this form, you can specify your pet's needs (including food, medication, exercise, and grooming), veterinarian contact information, special instructions such as vaccination due dates, how you can be reached, how you will reimburse the caregiver for any expenses involved in caring for your pet, and more. Having an agreement will greatly reduce the chances of a misunderstanding that might hurt your pet—or your relationship with the caregiver.

If you do find yourselves involved in a dispute, this agreement states that you and the pet caregiver will select a mutually agreeable third party to help you mediate the dispute and that you will share equally any costs of mediation. The Introduction, Section E, describes mediation and other dispute resolution procedures.



**Payment for pet food and vet bills.** When a friend cares for your pet, you may think it unnecessary to pay for a few dollars' worth of pet food. Think again—you are already asking for a big favor, one that is likely to be extended again only if you are scrupulous about the details. Even if your friend has several animals already and ten bags of pet food in the garage, bring along more than enough chow to feed your pet while you will be away, plus some extra cash for unexpected expenses. Also, if your pet is prone to illness or is recovering from an illness or injury, arrange for payment of your vet bills in advance or ask to be billed. Otherwise, leave your credit card number with your vet in case your pet needs care while you are away. Finally, make sure you notify your vet, in writing, that your friend has the authority to make any necessary care decisions while you are away. Your vet may have an authorization form for you to fill out, or may ask you to write a simple letter authorizing the caregiver to make any necessary decisions.

## Signing Instructions

You and the caregiver must sign the Pet Care Agreement for it to be valid. Make two copies of the agreement. You should each sign and date both copies. Give the caregiver one of the signed documents and keep the other one for your own records.

## Form 7: Authorization to Drive a Motor Vehicle

Lending your vehicle to a friend or even a relative isn't always as simple as handing over the keys. If the person who borrows your car is pulled over by the police or is involved in an accident, he or she will want to prove quickly that you agreed to lend out your car. If the borrower can't show that you gave permission, he or she may be detained while police investigate whether the vehicle is stolen. Completing this authorization form provides the important legal proof that you've given someone else permission to drive your vehicle.

This form provides a place to list important information, such as your insurance policy number, that will help ensure that your guest driver (and car) are taken care of in the event of an accident or other mishap. If you want to set any restrictions on when or where the car may be used—for example, limiting driving to a specific geographic area—you can do so.

This motor vehicle authorization form is designed for a car, but it will work fine for a motorcycle, truck, or other motor vehicle, such as a motorboat.

## Signing Instructions

You (the vehicle owner) must sign your Authorization to Drive a Motor Vehicle form to make it valid. Make two copies of the authorization document. Sign and date both copies. Give one of the signed originals to the person who will be driving your car or other vehicle. Keep the other for your own records.

## Form 8: Power of Attorney for Finances (Limited Power)

A power of attorney is a legal document in which you give another person legal authority to act on your behalf. In legal jargon, you're called "the principal," and the person to whom you give this authority is called your "attorney-in-fact" or "agent." In this context, "attorney" refers to anyone authorized to act on another's behalf; it's most definitely not restricted to lawyers. Most important, your attorney-in-fact (including any alternates you choose to name) should be someone you trust completely to act in your best interests—such as a spouse, relative, or close friend—who has enough common sense and experience to carry out the task(s) you assign.

A limited power of attorney for finances lets you appoint an attorney-in-fact to help you with one or more specific, clearly defined tasks involving your finances. For example, you may want to name a relative or close friend to monitor certain investments—and sell them, if necessary—while you are on vacation or in the hospital for a short period of time. Or you may need someone to sign business or legal papers for you while you are unavailable.



### **Don't use this power of attorney to give someone control over real estate transactions.**

If you need an attorney-in-fact to sell, buy, or manage real property for you, use the Power of Attorney for Real Estate, Form 9.

To create your limited power of attorney, you'll enter some basic information about you (the "principal") and your attorney-in-fact, followed by the exact powers you want to grant—such as selling your car, signing loan papers while you're out of town, or monitoring your investments. Be as specific as possible—for example, if you want someone to sell your car for a minimum of \$15,000 cash only, spell this out. Include relevant bank account numbers and complete descriptions of any property the attorney-in-fact may deal with.



## When the Power of Attorney Begins and Ends

Your power of attorney takes effect on a date you specify in your document. It ends when you revoke it in writing, or on a date that you specify in the power of attorney document. In addition, the document will end automatically in some circumstances, described below.

**The termination date.** When you prepare your document, you can specify the date on which it will expire. You can enter a specific day, such as the day you expect to return from a trip. Or, you can make an open-ended document. If you don't specify an ending date, your attorney-in-fact is legally permitted to act for you until you revoke the power of attorney in writing.

**You revoke the power of attorney.** You can revoke your power of attorney for real estate at any time, as long as you are of sound mind. (And if you aren't of sound mind, the document terminates automatically, so you don't have to worry about revoking it.) To revoke your document, all you need to do is fill out a simple form, sign it in front of a notary public, and give copies to the attorney-in-fact and to people or institutions the attorney-in-fact has been dealing with. Form 10 is a revocation form you can use.

**After a divorce.** In a number of states, if your spouse is your attorney-in-fact and you divorce, your ex-spouse's authority is immediately terminated. Regardless of state law, however, if you've named your spouse as attorney-in-fact and you get divorced, you should revoke your power of attorney and make a new one.

**No attorney-in-fact is available.** Your power of attorney will automatically end if your attorney-in-fact dies, resigns, or becomes unable to represent you for any other reason.

**You become incapacitated or die.** Your power of attorney will automatically end if you become incapacitated or die. In most states, however, if the attorney-in-fact doesn't know of your incapacity or death and continues to act on your behalf, his or her actions are still valid.

The power of attorney form gives your attorney-in-fact the authority to act for you in all matters that you list. No matter what the attorney-in-fact does, however, he or she has a legal obligation to take only those actions that are in your best interests, and to represent you honestly and carefully.

This power of attorney form includes language designed to reassure third parties that they can accept the document without risk of legal liability. This "indemnification" clause clearly states that a third party may rely on the document without worry—in other words, that he or she may conduct business with your attorney-in-fact as you have instructed—unless the third party knows that you have revoked the document.

## Conventional Versus Durable Power of Attorney

This form is typically referred to as a "conventional" power of attorney. As you may know, there is another type of power of attorney, called a durable power of attorney, that remains in effect even if you become incapacitated and can no longer make decisions for yourself. Durable powers of attorney are commonly signed in advance of need by older and ill people who realize that at some point they may require help managing their affairs. In contrast, conventional powers of attorney like Form 8 are used when you want someone to handle specific transactions for you at a set time. Because state laws vary in this area, if you want a durable power of attorney, you will need more extensive information. One excellent resource is [Quicken Willmaker Plus](#) software, which lets you create a valid will, living trust, durable power of attorney for finances, health care directive, and final arrangements document, using your computer. If you live in California, you can use the book [Living Wills & Powers of Attorney for California](#), by Shae Irving (Nolo). It contains all the forms and instructions California residents need to prepare a durable power of attorney for finances and health care directive.



**Financial institutions may have their own power of attorney forms.**

If you're giving your attorney-in-fact authority to deal with a bank, brokerage firm, or other financial institution, find out whether it has its own power of attorney form. If it does, you'll probably want to use that form instead of this one. Doing so will reduce hassles for your attorney-in-fact because a financial institution will know what powers its own form grants, and will have no need to quibble with your document.

**Signing Instructions**

A Power of Attorney for Finances is a serious document. To make it legally valid and effective, you must observe certain formalities when you sign it. Specifically, you must have your power of attorney form notarized, and, in some states, you may need to sign your document in front of witnesses. (See "States That Require Witnesses for a Power of Attorney," below.) In a few situations, you may also be required to put a copy of your power of attorney in the public records. (See "Putting Your Power of Attorney on Public Record," below.)

In a few states, your attorney-in-fact must sign the power of attorney before taking action under the document. In other states, the attorney-in-fact's signature is not required, but it's a fine idea to include it anyway. The attorney-in-fact's signature acts as assurance that the attorney-in-fact has read and fully understands the document, and is willing to assume the responsibility of acting prudently and honestly on your behalf. For this reason this power of attorney form includes a blank for the attorney-in-fact to sign.

**You must sign your power of attorney in the presence of a notary public for your state.**

In some states, notarization is required by law to make the power of attorney valid. But even where law doesn't require it, custom does. A power of attorney that isn't notarized may not be accepted by people your attorney-in-fact needs to deal with.

If you will have your form witnessed (see "States That Require Witnesses for a Power of Attorney," below), everyone who has to sign the form must

appear together in front of the notary. The notary will watch each of you sign and then he or she will complete an acknowledgment, including a notarial seal.

For more information on finding and using a notary, see the Introduction, Section D1.

Give the original, signed, and notarized document to the attorney-in-fact. He or she will need it as proof of authority to act on your behalf. Make a copy for yourself and store it in a safe place. If you wish, you can give copies of your power of attorney to the people your attorney-in-fact will need to deal with—for example, banks or government offices. If your financial power of attorney is already in their records, it may eliminate hassles for your attorney-in-fact later. Be sure to keep a list of everyone to whom you give a copy.



**Revoking a power of attorney.** If you later revoke your power of attorney, you must notify each institution of the revocation. We include a formal notice of revocation form below (Form 10).

**Form 9: Power of Attorney for Real Estate**

A power of attorney for real estate allows you to give someone the authority to buy or sell a piece of real estate for you, or to conduct any other business concerning real estate that you own. A power of attorney for real estate is a "conventional" power of attorney, meaning that it automatically expires if you become incapacitated or die. (If you want a document that will stay in effect even if you become incapacitated, you need a "durable" power of attorney—see "Conventional Versus Durable Power of Attorney," above.)

A power of attorney for real estate may be useful in a number of situations. Here are a few common ones:

- you will be out of town or otherwise unavailable when important real estate documents need to be signed

## States That Require Witnesses for a Power of Attorney

Most states don't require a power of attorney to be signed in front of witnesses. The few states that do and the number of witnesses required are listed below. Witness requirements normally consist of the following:

- Witnesses must be present when you sign the document in front of the notary.

- Witnesses must be mentally competent adults.
- The person who will serve as your attorney-in-fact can't be a witness.

Choose witnesses who will be easily available if they are ever needed. It's obviously a good idea to choose witnesses who live nearby and will be easy to contact.

State	Number of Witnesses	Other Requirements	State	Number of Witnesses	Other Requirements
<b>Arizona</b>	1	Witness may not be your attorney-in-fact, the spouse or child of your attorney-in-fact, or the notary public who acknowledges your document.	<b>Michigan</b>	2	Witnesses are necessary only if your power of attorney is to be recorded. Neither witness may be your attorney-in-fact.
<b>Arkansas</b>	2	Neither witness may be your attorney-in-fact.	<b>Oklahoma</b>	2	Witnesses may not be your attorney-in-fact or anyone who is related by blood or marriage to you or your attorney-in-fact.
<b>Connecticut</b>	2	Neither witness may be your attorney-in-fact.	<b>Pennsylvania</b>	2	Witnesses are necessary only if the power of attorney is finalized with a mark (rather than a signature) or if you direct another person to sign on your behalf. Witnesses may not be your attorney-in-fact or the person who signs your document for you.
<b>District of Columbia</b>	2	Witnesses are necessary only if your power of attorney is to be recorded. Neither witness may be your attorney-in-fact.	<b>South Carolina</b>	2	Neither witness may be your attorney-in-fact.
<b>Florida</b>	2	Neither witness may be your attorney-in-fact.	<b>Vermont</b>	1	Witness may not be your attorney-in-fact or the notary public who acknowledges your document.
<b>Georgia</b>	2	Neither witness may be your attorney-in-fact. In addition, one of your witnesses may not be your spouse or blood relative.	<b>Wisconsin</b>	2	Witnesses may not be your attorney-in-fact, anyone who is related to you by blood or marriage, or anyone entitled to inherit a portion of your estate under your will.
<b>Illinois</b>	1	Witness may not be your attorney-in-fact.			

- you will not be available to look after your real estate for a limited period of time, or
- you live far away from property that you own and you want to authorize someone to manage it in your absence.

**EXAMPLE 1:** Alan is purchasing a condominium. Escrow has been opened at a title company, but the closing is delayed for several weeks. Because of the delay, the closing is now scheduled for the middle of Alan's long-planned trip to Greece. To solve this problem, Alan prepares a power of attorney for real estate, authorizing his sister Jennifer to sign any documents necessary to complete the closing and to withdraw any amounts of money (from an identified bank account) necessary to pay expenses and costs incurred because of the closing. Alan specifies that Jennifer's authority expires on the date he is to return from Greece.

Alan discusses his plans with his bank and the title company before he leaves, to be sure they'll accept the power of attorney and the authority of his attorney-in-fact. Both organizations assure him they'll accept a valid power of attorney for real estate. He has copies of his power of attorney placed in the bank's records and in his file at the title company. He leaves the original document with Jennifer, his attorney-in-fact.

**EXAMPLE 2:** Ann owns a summer cottage. Her friend Ellen lives in the next cottage as her permanent home. Ann and Ellen agree that because Ellen is on the spot she'll take care of renting Ann's cottage, collecting rent, and paying all house bills and costs. Ann prepares a power of attorney for real estate giving Ellen authority to represent Ann for all transactions concerning her property at 20 Heron Lake Road. Ann specifies that the power of attorney will continue indefinitely. She also provides that Ellen has no authority to sell the cottage nor to represent her in any transaction that doesn't concern the cottage.



**Make sure your power of attorney will be accepted.**

The most important thing you can do to ensure that financial institutions, such as your mortgage lender or title company, will accept your power of attorney is talk with them in advance. Be sure that they're willing to accept the document and the authority of your attorney-in-fact. Your financial institution may ask you to include certain language in your form or even to use its own power of attorney form. If so, you should comply with its wishes. (If you're working with more than one financial institution, you may end up using more than one form.) Even though you can make a perfectly valid, legal document with this form, your financial institution may balk at accepting any form other than its own. Following your financial institution's recommendations will save time and trouble for you and your attorney-in-fact.

## Instructions for Preparing Your Power of Attorney for Real Estate

Here are instructions for filling in the Power of Attorney for Real Estate form.

### Step 1. Principal and Attorney-in-Fact

In the first four blanks on the form, fill in your name and the city, county, and state where you live. Enter your name as it appears on official documents such as your driver's license, bank accounts, and real estate deeds. This may or may not be the name on your birth certificate.

**EXAMPLE:** Your birth certificate lists your name as Rose Mary Green. But you've always gone by Mary, and always sign documents as Mary McNee, your married name. You would use Mary McNee on your power of attorney.

Be sure to enter all names in which you hold bank accounts or other property your attorney-in-fact will be dealing with. This will make his or her job far easier. If you're including more than one

name, enter your full legal name first, followed by “aka” (also known as). Then enter your other names.

If during the course of a year you live in more than one state, use the address in the state where you vote, register vehicles, own valuable property, have bank accounts, or run a business. If you’ve made your will, health care directives or a living trust, be consistent: Use the address in the state you declared as your residence in those documents.

Next, type in the name of the person who has agreed to serve as your attorney-in-fact. Then enter the city, county, and state where your attorney-in-fact lives.

## Step 2. Description of Your Real Property

There is a large blank space following the first paragraph of the form. In it, you should type a description of the real estate your power of attorney will govern. Enter the exact street address, if your property has one. Then, attach a copy of the deed to your power of attorney form to avoid the trouble of retyping the lengthy and often confusing legal description contained in the deed.

**EXAMPLE:** 9 Lotus Lane, Danville, CA 94558, Contra Costa County, California, as further described in the attached deed.

If you’re up for it, you can type in the legal description instead. But be sure to type the entire description, exactly as it appears on the deed.

**EXAMPLE:** LOT 195, as shown upon that certain map entitled, “Map of Greenbrae Sub. No. One, Marin Co. Calif.,” filed May 2, 1946 in Book 6 of Maps, at Page 7, Marin County Records.

## Step 3. Limiting the Powers Granted to the Attorney-in-Fact

Read through the powers described in the second paragraph of the document. If you don’t want to grant one or more of the numbered powers, you can delete or type a string of x’s through those that you don’t need. If you just want to limit the numbered powers in some way, include your instructions in the blank space following the list of powers. For example, you might want to forbid your attorney-in-fact from selling your property; you can type that limitation in the blank space.

If you don’t want to limit the powers in any way, delete or type a string of x’s through the phrase “However, my attorney-in-fact shall not have the power to:”

## Step 4. Additional Powers

In the fourth paragraph of the form, you can authorize your attorney-in-fact to carry out any additional powers related to the real estate powers you’ve granted. For example, you may want to authorize your attorney-in-fact to withdraw funds from a named bank account to cover any costs that arise in relation to his or her duties.

### SAMPLE CLAUSE:

I further grant to my attorney-in-fact full authority to act in any manner both proper and necessary to the exercise of the foregoing powers, including withdrawing funds from my checking account, #4482 478 880, Anderson Valley Savings and Loan, Booneville, CA, and I ratify every act that my attorney-in-fact may lawfully perform in exercising those powers.

If you don’t want to add any powers to the document, delete or type a string of x’s through the word “including.”

## Step 5. Termination Date

In the last paragraph of the form, you can type in a specific date on which you want the power of attorney to expire. See “When the Power of Attorney Begins and Ends,” in the instructions for Form 8, above.

If you want the power of attorney to continue indefinitely, delete or type a string of x’s through “or until \_\_\_\_\_, whichever comes first.” If you do so, and you later want to terminate the power of attorney, you must revoke it in writing.

## Signing Instructions

A power of attorney is a serious document, and to make it effective you must observe certain formalities when you sign it. Fortunately, these requirements aren’t difficult to meet.

You must sign your power of attorney in the presence of a notary public for your state. See the Introduction, Section D1, for instructions on having a document notarized.

## Witnesses

Most states don’t require the power of attorney to be signed in front of witnesses. (See “States That Require Witnesses for a Power of Attorney,” in the instructions for Form 8, above.) Nevertheless, it doesn’t hurt to have a witness or two watch you sign, and sign the document themselves. Witnesses’ signatures may make the power of attorney more acceptable to lawyers, banks, insurance companies, and other entities the attorney-in-fact may have to deal with.

If you’re giving your attorney-in-fact authority to handle real estate in a state other than the state where you live, be sure the document has at least the number of witnesses required by the state where the real property is located. Otherwise, you may not be able to record the power of attorney in that state.



**If you will be using the CD-ROM to create your Power of Attorney for Real Estate, you don’t need to read the cautionary instructions that follow.** You can skip to the section on the attorney-in-fact’s signature just below. The form on the CD-ROM contains instructions to help you print the right number of signature lines.



**The Power of Attorney for Real Estate tear-out form in the back of the book has multiple last pages that may, at first glance, appear to be duplicates.** Each of these pages is slightly different, however. Choose only the last page that has room for the number of witnesses your state requires—none, one or two. (You can find the number of witnesses required by your state in “States that Require Witnesses for a Power of Attorney,” in the instructions for Form 8, above.) Then, check the page numbers of your document to make sure everything’s in proper order and you aren’t missing pages or including any extras.

## The Attorney-in-Fact’s Signature

In a few states, your attorney-in-fact must sign the power of attorney before taking action under the document. In other states, the attorney-in-fact’s signature is not required, but it’s a fine idea to include it anyway. The attorney-in-fact’s signature acts as assurance that the attorney-in-fact has read and fully understands the document, and is willing to assume the responsibility of acting prudently and honestly on your behalf. For this reason, the form includes a blank for the attorney-in-fact to sign.

## Putting Your Power of Attorney on Public Record

You must put a copy of your power of attorney on file in the county land records office, called the county recorder’s or land registry office in most states. This is called “recording,” or “registration” in some states. If you don’t record the power of attorney, your attorney-in-fact may not be permitted to handle certain real estate transactions for you.

Recording makes it clear to all interested parties that the attorney-in-fact has power over the property at issue. County land records are checked whenever real estate changes hands or is mortgaged. If, for example, your attorney-in-fact is supposed to sell or mortgage a piece of property for you, there must be something in the public records that proves he or she has authority to do so.

If you put your power of attorney on public record and then later revoke it in writing, you must also record the notice of revocation, Form 10.

### Where to Record Your Power of Attorney

In most states, each county has its own county recorder's (or registry of deeds) office. Take the power of attorney to the office in the county where the real estate is located. If you are granting your attorney-in-fact authority over more than one parcel of real estate, record the power of attorney in each county where you own property.

### How to Record a Document

Recording a document is easy. You may even be able to do it by mail, but it's safer to go in person. The clerk will make a copy (usually on microfilm these days) for the public records. It will be assigned a reference number, often in terms of books and pages—for example, "Book 14, Page 1932 of the Contra Costa County, California records." In most places, it costs just a few dollars per page to record a document.

### What to Do With the Signed Document

Give the original, signed, and notarized document to the attorney-in-fact. He or she will need it as proof of authority to act on your behalf.

### Making and Distributing Copies

You should give copies of your power of attorney to the people your attorney-in-fact will need to deal with—banks or title companies, for example. If your power of attorney is in their records, it may eliminate hassles for your attorney-in-fact later.

Be sure to keep a list of everyone to whom you give a copy. If you later revoke your power of attorney, notify each institution of the revocation.

### Keeping Your Document Up to Date

If you've made a power of attorney without a specific termination date, you should redo it every year or so. Banks and other financial institutions may be reluctant to accept a power of attorney that's more than a couple of years old, even though the document is still technically valid. You should destroy any copies of the old power of attorney document and notify the people and institutions with copies of the former document that you have revoked your old power of attorney and made a new one.

### Form 10: Notice of Revocation of Power of Attorney

You can use a Notice of Revocation of Power of Attorney form in two situations:

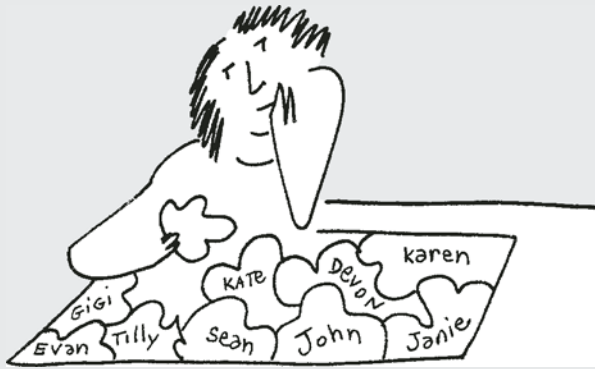
- You want to revoke your power of attorney before the termination date set out in the document.
- Your power of attorney has ended as specified in the document, but you want to be absolutely sure that all institutions (such as banks, stock-brokers, and insurance companies) and people (such as your attorney or accountant) who have received it know that it is no longer in force.

## Signing Instructions

Sign and date the Notice of Revocation in front of a notary public for your state as explained in the discussion of Form 8, Power of Attorney for Finances (Limited Power).



**If you recorded your Power of Attorney, record the Notice of Revocation.** If you put your power of attorney on file in the public records office and it hasn't expired on its own, you should also record your Notice of Revocation. Otherwise, people who don't actually know of your revocation are entitled to continue to deal with your attorney-in-fact on your behalf. ■



## Basic Estate Planning

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Form 11: Property Worksheet .....	2/2
Form 12: Beneficiary Worksheet .....	2/2
Form 13: Will for Adult With No Child(ren) .....	2/5
Form 14: Will for Adult With Child(ren) .....	2/6
Form 15: Will Codicil .....	2/7



**M**aking arrangements for what will happen to your property after you die is called estate planning. Generally, if you die without a will or other legal means for transferring property, your property will be distributed to certain close relatives—your spouse or domestic partner, children, parents, or siblings—under state “intestacy” laws.

Making a will is an important estate planning step. For many people, a will, coupled with naming beneficiaries for retirement plans, insurance policies, and other investments, is the only estate plan they need. Whether or not that is true for you depends on your circumstances. Generally speaking, the more wealth you possess, the more you’ll want to consider legal issues beyond the scope of a will, such as avoiding probate—the court-supervised process of gathering and distributing a deceased person’s assets—and reducing estate taxes. And, depending on your situation, you may want to provide for a disabled child, establish a fund for grandchildren, or make charitable gifts.

This chapter introduces the concept of estate planning and provides some useful worksheets and some basic will forms. Resources listed here explain where to go for more detailed information.

## Form 11: Property Worksheet

Before you write a will or other estate planning document, you may find it helpful to make an inventory of your property, including real estate, cash, securities, cars, household goods, and business personal property, such as a company you own or the right to receive royalties. Filling out the Property Worksheet can jog your memory to make sure you don’t overlook important items.

Describe each asset on the Property Worksheet under the appropriate section of the “Property” column. If an asset such as a house or car is jointly owned, specify the percentage you own.

Even if you haven’t made a will, you may have already named someone to get some of your property at your death. For example, if you have an IRA,

401(k) retirement plan, or insurance policy, you have probably named a beneficiary and alternate beneficiary on a form provided by the account custodian company. If you own real estate, you may hold it in joint tenancy with right of survivorship, meaning that the other joint owner will automatically inherit your share at your death. If you’ve already named someone to inherit an asset after your death, write down the beneficiary’s name on the Property Worksheet under “Name of Any Existing Beneficiary.”

## Signing Instructions

You don’t need to sign the Property Worksheet. Simply fill it out and use it when preparing your will or other estate planning document.



Nolo publishes a couple of products that can help you make sure your family can find all the information they’ll need. *Get It Together*, by Melanie Cullen with Shae Irving, is a book and CD-ROM package. It lets you leave survivors a clear record of all important documents and information they’ll need, including secured places and passwords, retirement accounts, insurance policies, real estate records, and much more. *Personal RecordKeeper* is a comprehensive software program designed to keep track of all your property (investments, memorabilia), key addresses (friends, business contacts), and the location of important items (safe deposit box key, family pictures, old tax returns). It can help to organize your life and provide a road map to the arrangements you have made for after your death.

## Form 12: Beneficiary Worksheet

Like the Property Worksheet, the Beneficiary Worksheet is a tool that can help you get ready to draft estate planning documents. On the Beneficiary Worksheet, list the people or organizations you want to leave property to and each item of property you want to leave as a distinct gift. If you name

more than one beneficiary to share a specific gift, state the percentage share each is to receive.

It is also highly advisable to name an alternate beneficiary or beneficiaries for each gift, in case your first choice dies before you do.

You can also list people who owe you money, if you want to forgive these debts at your death. For example, if you loaned your best friend \$10,000 and he pays you back with interest \$100 a month, it will take him many years to pay off the debt. If he still owes you money when you die, you can forgive or waive the balance due. This means that your heirs cannot go after your friend for the rest.

Finally, list a “residuary” beneficiary or beneficiaries. This is one or more people or organizations who will get everything you don’t leave to a specific beneficiary. Do this even if you are sure you have identified all your property and named a beneficiary to receive it; there is always a chance that between the date you make your will and your death, you’ll acquire additional property.

### Common Property That May Already Have Beneficiaries

As noted in the discussion of the Property Worksheet, you may have already planned the eventual disposition of much of your property before you prepare a will. Here are some examples of property for which you may have already named a beneficiary:

- bank accounts, naming (on a form provided by the bank) a payable-on-death beneficiary
- real estate, holding it with someone else in joint tenancy, in tenancy by the entirety, or (in community property states) as community property with right of survivorship with your spouse
- securities, registering them in transfer-on-death form if your state law allows it
- retirement accounts, naming a beneficiary (on a form provided by the account custo-

dian) to take whatever is still in the account at your death, and

- life insurance policies, naming a beneficiary (on a form provided by the company) to receive the proceeds at your death.



#### Do you need to use the Beneficiary Worksheet?

If you plan to leave all your property to one or a very few people (for example, “all property to my spouse, or if she predeceases me, to my children in equal shares”), there is no need to complete the Beneficiary Worksheet. You already know who will get your property at your death, and you can turn to the will forms that follow.

### Signing Instructions

You don’t need to sign the Beneficiary Worksheet. Simply fill it out and use it when preparing your will or other estate planning documents.

### Forms 13 and 14: Basic Wills

A basic will is easy to make. It’s also easy to change or revoke; you won’t be stuck with it if you change your mind later. With the will forms in this book, you can:

- leave your property to anyone you wish
- name a guardian to raise young children if you can’t, and
- appoint an executor to carry out your will’s terms.

This section gives an overview of making a basic will. Next come two bare-bones forms, which can be used by residents of all states except Louisiana.

These wills are a good choice if you want a will quickly on the eve of a long trip or don’t want to spend much time on estate planning right now. You’ll probably want to draft a more extensive will for the long term. Precisely because these forms are short, simple, and easy to use, they do not include a lot of options. For example, they do not let you

create a trust to hold property that may be left to children or young adults.

If you have children, use Form 14, the Will for Adult With Child(ren). Otherwise, use Form 13, the Will for Adult With No Child(ren).

Anyone who is 18 or older (19 if you live in Wyoming) and of sound mind can make a valid will. (The legal term for someone who makes a will is “testator.”) You have to be very far gone before your will can be invalidated on the grounds that you were mentally incompetent. If you’re reading and understanding this book, your mind is sound enough.



**Do not just fill in and sign a will form. You must retype it.**

Unlike the forms in the rest of this book, will forms cannot just be torn out, filled in, and signed. A will cannot contain a mix of handwritten and machine-printed material. To prepare a legally valid will, you must use the CD-ROM that comes with this book (or a typewriter if you don’t have access to a computer) to print out a fresh will that eliminates all the clauses you don’t need. Then sign this will in front of witnesses following the instructions below. If you simply fill in the blanks and sign it, your will won’t be valid.

## Nolo Resources on Estate Planning

Nolo publishes several books and software products containing more sophisticated—but still easy-to-use—information on wills and living trusts. A living trust is the document used most often to avoid probate, the process of distributing a person’s property under court supervision.

- *Plan Your Estate*, by Denis Clifford and Cora Jordan, is a comprehensive estate planning book, covering everything from basic estate planning (wills and living trusts) to sophisticated tax-saving strategies (AB trusts and much more). If you haven’t yet decided how to approach your estate planning tasks, this is Nolo’s best resource.
- *Quicken WillMaker Plus* interactive software lets you make a more sophisticated will than the ones offered here. For example, you can choose among three ways to provide property management for children should you die before they are competent to handle property themselves. In addition, *Quicken WillMaker Plus* allows you to express your wishes for your funeral and burial and contains both a health care directive (living will) and durable power of attorney for finances

valid in your state. You can also create a basic living trust to avoid probate or a more complex “AB” trust, to save on federal estate taxes.

- *Nolo’s Simple Will Book*, by Denis Clifford, provides step-by-step instructions and forms to create a detailed will. Its will is similar in scope to the will that’s included in *Quicken WillMaker Plus*. The book comes with a CD-ROM, which you can use with any standard word-processing program to make drafting and printing out the will easy.
- *8 Ways to Avoid Probate*, by Mary Randolph, explains important and often overlooked ways to avoid probate. It is now possible to avoid probate for many kinds of property without creating a living trust. If you vaguely know you should be paying attention to probate avoidance, but dread thinking about it, start with this small but thorough book.
- *Special Needs Trusts: Protect Your Child’s Financial Future*, by Stephen Elias, explains how you can leave money to a loved one who has a disability, without interfering with his or her eligibility for SSI or Medicaid benefits.

**Leaving specific items.** If you want to list specific items of property you're leaving through your will, you'll use the "Specific Gifts" section (Clause 3 of Form 13, Clause 4 of Form 14). When you list items, describe them so that your executor—and anyone else—will know exactly what you meant. There is no need to use formal legal descriptions unless they are really necessary to identify the property. Here are some examples of good property descriptions:

- "my house at 435 76th Avenue, Chicago, Illinois"
- "all household furnishings and possessions in my house at 435 76th Avenue, Chicago, Illinois," and
- "\$10,000 from my savings account, No. 44444, at First National Bank, Chicago, Illinois."

**Leaving Everything.** If you want to leave everything to just one beneficiary, or a group of them—your spouse or your three children, for example—leave the "Specific Gifts" part of the will blank. Instead, use the "Residuary Estate" (Clause 4 of Form 13, Clause 5 of Form 14). Since "residuary" simply refers to the rest of your estate and you have made no specific gifts, everything will go to the person or persons you name as your residuary beneficiary(ies).

Then you'll need to say what you want to happen to the rest of your property, which is called your "residuary." For example, say you make a few small specific gifts and want everything else to go to your three children. You would use Clause 3 (Form 13) or Clause 4 (Form 14) to make your specific gifts and the "Residuary Estate" clause (Clause 4 of Form 13, Clause 5 of Form 14) to leave everything else to your children.

**Property with debt.** When you leave property, any encumbrances on it—for example, a mortgage—pass with the property. In other words, the beneficiary takes the debt as well as the property.

**Naming your executor.** In your will, you must name someone to be in charge of winding up your affairs after your death. This person is called your executor (the term "personal representative" is used in some states). The executor must shepherd your property through probate, the court process of distributing the property of a deceased person, if it's necessary, and must see that your property is dis-

tributed according to the wishes expressed in your will.

Many people name their spouse or a grown child as executor. The executor usually doesn't need special financial or legal expertise. The important thing is that the person you choose is completely trustworthy and will deal fairly with other beneficiaries.

## Signing Instructions

Your signature on your will must be witnessed. When you are ready to sign it, gather together three adults who aren't beneficiaries of your will. Your witnesses do not need to read your will. You simply state, "This is my will." Then you sign and date your will while the witnesses watch. Finally, each witness signs while the other witnesses watch. Be sure to store your will in a safe place.



### **If you're married, your spouse may be able to claim a share of your estate.**

In most states (all except Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, and Wisconsin, which follow the community property system), a surviving spouse has the right to reject what he or she might take through a will and instead claim a share of the deceased spouse's entire estate. In many states, that share is about one-third of the estate. The details get tricky fast. If you plan to leave your spouse at least half of your property, you don't need to worry about it. But if you don't, see a lawyer and don't try to use the forms in this book.

## Form 13: Will for Adult With No Child(ren)

This is the will to use if you don't have children. Use Form 14 if you do. Remember, these forms can be used by residents of all states except Louisiana.

Read the introduction to Basic Wills (above) for brief but important instructions on filling out the form correctly, so that you will create a legally valid will that accomplishes what you want.

## Form 14: Will for Adult With Child(ren)

First, read the material on Basic Wills, above, for brief but important instructions on filling out the form correctly, so that you will create a legally valid will that accomplishes what you want. Because you have children, you also have some special issues to consider before you make your will.

**Heading off claims.** You should mention each of your children in your will, even if you don't leave them any property through the will. That's because, although children are not usually entitled to claim any property from a parent's estate, they do have certain rights if it appears that they were unintentionally overlooked. By listing all of your offspring, you head off any argument that you forgot any of them.

**Custody of minor children.** If you have children under age 18, use Clause 8 to name the person you want to raise the children if you die and the other parent is unavailable to raise them. This person is called their "personal guardian." It is also wise to nominate an alternate personal guardian, in case the first choice can't serve.

If a guardian is ever needed, a judge will review your choice. If no one objects, the person you name will be routinely appointed. But in an unusual situation, a judge who is convinced that naming a different personal guardian is in the best interests of the child has the authority to do so.



**With this will form, you cannot name different guardians for different kids.** This will form requires that you name the same personal guardian for all of your minor children. If for some reason you want to name different people as guardians for different children, use *Nolo's Simple Will Book* or *Quicken WillMaker Plus* software.

**Property left to children.** Minors cannot legally own property outright, free of supervision, beyond a minimal amount—up to about \$3,000 in most states. By law, an adult must be legally responsible for managing any significant amount of property owned by a minor child. So if your children might

inherit property through your will—even if they're only alternate beneficiaries—you should arrange for an adult to supervise it. You can do this easily in your will.

Form 12 gives you a choice of two methods to provide for adult supervision for gifts to your children:

- **Name a custodian for each child.** The custodian will manage any property slated for the child until the child turns 21 (in most states). A custodian is authorized under your state's Uniform Transfers to Minors Act (UTMA). (See Clause 10 of the will.)
- **Name a property guardian.** You should always name a property guardian and successor property guardian in your will, even if you appoint a custodian under the Uniform Transfers to Minors Act. The property guardian will be formally appointed by a court and will manage any property not left through your will (and so not covered by the UTMA custodianship)—for example, property the minor gets from someone else.

**Uniform Transfers to Minors Act.** All states except South Carolina and Vermont have adopted the Uniform Transfers to Minors Act (UTMA). This law authorizes you to appoint an adult custodian and successor custodian in your will to supervise property you leave to a minor. The custodianship ends, and any remaining property must be turned over to the child outright, at the age the UTMA specifies. In most states, this is 21, but a few (for example, California and Alaska) allow you to choose up to age 25. Our form sets the ending age at the oldest age allowed in your state, which in the majority of states is 21.

Because the custodian has almost complete discretion over management of the property, it is essential that you name someone who is both totally honest and has good financial management skills. The custodian also has a legal duty to act prudently in the best interests of the child. Normally, no court supervision is required.

You can name UTMA custodians for as many children as you wish. In addition, you can name a different custodian for each child. When preparing your will, you'll first list all gifts you leave, includ-

ing gifts to your minor or young adult children. Then you'll complete a separate UTMA clause for each child.

### Other Property Management Options

The Will for Adult With Child(ren) does not offer two other fairly common—but legally more complicated—ways to arrange for a minor's property to be managed by an adult:

- A family pot trust that will hold property left to all your minor children, allowing the trustee you name to spend it as needed. For example, if one child had an expensive medical problem, the trustee could spend more for that child and less for others.
- A trust for each child. This option is primarily of value for people with larger estates who do not want adult children to take control of money outright until they are in their middle or late twenties. It gets around the fact that in most states a custodianship under the terms of the Uniform Transfers to Minors Act ends at age 21.

These options are available in *Quicken WillMaker Plus* software and in *Nolo's Simple Will Book*.

### Form 15: Will Codicil

A codicil is sort of a legal “P.S.” to a will. In a codicil, you can revoke a clause in your will and then substitute a new clause. Or you can simply add a new provision, such as a new gift of an item of property.

A codicil must be signed and witnessed just like a will. The form must be re-typed or computer printed (start with “First Codicil to the Will of \_\_\_\_\_,” leaving off our title), then dated and signed by you in front of three witnesses. You don't have to use the same witnesses who signed your will, but in many states the witnesses cannot be people named as beneficiaries in your will or codicil.

Today, codicils are less commonly used than they were in the days when wills were laboriously copied by hand or typed on a typewriter. With almost universal access to computers, it's usually easier—and less likely to confuse—to prepare a whole new will, revoking the previous one. Nevertheless, codicils can still be sensibly used to make limited changes to a will—for example, when you want to change who receives one item. ■







## Things to Do After a Death: Documents for Executors

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Form 16: Request for Death Certificate .....	3/2
Form 17: Notice to Creditor of Death .....	3/3
Form 18: Notice to Stop Social Security Payments After a Death .....	3/3
Form 19: General Notice of Death .....	3/4
Form 20: Obituary Information Fact Sheet .....	3/4
Form 21: Notice to Deceased's Homeowner's Insurance Company .....	3/5
Form 22: Notice to Deceased's Vehicle Insurance Company .....	3/5



**A**fter a death, someone must step in and wind up the deceased person's affairs. An executor—also called personal representative or administrator—is the person named in the will, or appointed by the probate court, who has legal responsibility for safeguarding and handling the deceased person's property, seeing that debts and taxes are paid, and distributing what is left to beneficiaries as directed by the will. This chapter contains a number of simple forms and letters you can use if you are named as someone's executor, including forms to notify the deceased's creditors and the Social Security Administration of the death.



*How to Probate an Estate in California*, by Julia Nissley (Nolo), gives California residents step-by-step instructions for handing an estate after someone has died. *The Executor's Guide: Settling a Loved One's Estate or Trust*, by Mary Randolph (Nolo) covers the legal and financial matters that crop up after a death, helping the surviving family through what is often a difficult and confusing time.



**These forms are not applicable in all situations.**

The forms in this chapter cannot be used to claim benefits under an insurance policy or retirement plan. You will need to contact the appropriate companies and complete their forms.

## Form 16: Request for Death Certificate

As the executor or personal representative of the estate of someone who has died, you will need to handle many tasks, such as terminating leases and credit cards, notifying banks and the post office, and so forth. No matter what your specific duties, if you will be contacting agencies, businesses, or organizations about the death, you will need certified copies of the death certificate. Typically, the mortuary you deal with will get copies of a death certificate (and add the cost to the bill). Otherwise, you can use this form to request the forms yourself.



**Check state rules on providing death certificates.**

Some states restrict access to death records to those who are related to the deceased, or to people who have a legal role in the deceased's affairs, such as the executor. If you are requesting the death certificate for any reason other than taking care of a deceased's estate—for example, genealogical research—do not use this form. There may be other requirements as well. For example, several states now require you to send in a photocopy of your driver's license or other photo identification with the request. Before you mail in your request, check with your state's office of vital statistics about any special rules you must follow.



You may be able to order online. In an increasing number of counties, you can find information and forms online. Some county websites offer request forms that you can print out and send; others allow you to submit your request electronically and pay by credit card. To find out what's available in the county where the death occurred, go to the county's official website. You can usually find it by using this formula, substituting the state postal abbreviation for "XX" in `www.co.[COUNTY_NAME].[XX].us`

**Example:** You can find the website for King County, Washington at `www.co.king.wa.us`.

**Where to send the request for death certificate**

**form.** Before you send in a request, call the local vital statistics office or county health department in the county where the decedent died and ask where to send your request. Also find out the cost of a certified copy of a death certificate.

If at least several weeks have passed since the death, you can also obtain copies by writing to your state's vital statistics office. To find out where to write in your state and how much the copies cost (about \$5 to \$15 each, depending on the state), go to the website of the National Center for Health Certificates at `www.cdc.gov/nchs` and click "How to Obtain Birth, Marriage and Death Certificates."

**Information to include in your request.** You will need the name of the deceased and place of death. The deceased person's place of birth and Social Security number are optional, but they can be very

helpful for identification purposes. Be sure to state your relationship to the deceased person whose death certificate you are requesting, such as a spouse.

**Reason for the request.** Most states now require you to include the reason why you are requesting the death certificate. This form tells the vital records office that you need the death certificate in order to wind up the affairs of the deceased's estate. Be sure to indicate the number of copies you want. Most executors need at least ten copies.

## Signing Instructions

Sign and date your Request for Death Certificate. Mail it to the appropriate agency, along with a check for the proper amount and a stamped self-addressed envelope (use a business-size envelope). Keep a copy of the form for your records.

## Form 17: Notice to Creditor of Death

After someone dies, the executor needs to notify creditors of the death and close the deceased person's credit accounts. That's the purpose of this form. You can send it to credit card issuers, department stores, banks, mortgage companies, and other businesses from which the deceased bought on credit or had an account (such as a local pharmacy or furniture store).

You will need to put the date of death and the appropriate account number on this notice. You may also need to attach a document showing your appointment as executor or administrator.



**If a formal probate court proceeding is conducted, you'll also have to follow special rules for notifying creditors**—such as mailing a notice to creditors you know about and publishing a notice in a local newspaper to alert those you're not aware of. Check with the lawyer who is handling the probate proceedings, or, if you are handling probate on your own, ask the probate clerk at the county courthouse for the rules.

## Signing Instructions

Sign the notice and mail two copies to each of the deceased's creditors. The creditor who receives this notice should sign and date it—and mail a copy to you in the stamped, self-addressed envelope you enclose. Keep the completed copy you receive for your records. You may later need it as proof that you notified the creditor of the death.



**Reconcile the deceased person's records.** This notice asks the creditor to forward information to you about any remaining balance owed by the deceased. Once you hear back from the creditor, check the information sent by the creditor against the deceased person's records.

## Form 18: Notice to Stop Social Security Payments After a Death

If a deceased person was receiving Social Security benefits, the executor or personal representative must notify the Social Security Administration (SSA) of the death and return checks issued for the month of death and thereafter. You can call the SSA at 800-772-1213 or complete this form to give the Social Security Administration the required "stop payment" notice. If you don't know the street address of the SSA office from which the Social Security checks originated, call the SSA or check its website at [www.ssa.gov](http://www.ssa.gov).

Along with this notice, take the check in person or mail it your local SSA office and get a receipt. If the Social Security checks were being deposited directly into the decedent's bank account, you should notify the bank by telephone to return the funds to Social Security.

## Signing Instructions

Sign and date this Notice to Stop Social Security Payments and mail it to the appropriate Social Security office, along with the check for the month of death.

The Social Security agent who receives the notice should sign and date it—and mail a copy to you in the stamped, self-addressed envelope you enclose. If you hand-deliver the notice and check, you should get a copy at that point. Keep the completed copy you receive from the Social Security Administration. You may later need it as proof that you notified the agency of the death.

## Form 19: General Notice of Death

If you are named in a will or appointed by the court to handle the estate of someone who has died, you may want to notify businesses and organizations that aren't creditors—that is, they aren't owed any money—of the death. For example, you might want to send a simple notice communicating the fact that someone has died to charities to which the deceased person has donated regularly, magazine publishers, and mail-order businesses that frequently send catalogs.



If you want to get the deceased's name deleted from junk mail lists, use Form 78, Notice to Remove Name from List.

It's easier to send a form than to write individual letters to each organization or business. You can also send this form to individuals who need to be notified of the death—unless they are friends or relatives who merit a personal call or note.



**Do not use this general notice of death form for creditors and government agencies.** Many need specific information about the deceased, such as the accounts owing or type of benefits received. For example, if the deceased person was receiving Social Security benefits, you must notify the agency of the death—and return any unused benefit checks. (You can use Form 18 for this purpose.)

## Signing Instructions

Sign and date your General Notice of Death and mail it to the business or organization you wish to notify. Keep a copy of the notice for your records or, if you are sending many copies, keep a record of everyone on your mailing list, rather than copies of every notice sent.

## Form 20: Obituary Information Fact Sheet

When a family member or friend dies, it's always a challenge to focus on the many details that need your attention. This form will help you with one of those tasks: organizing information for your loved one's obituary.

Most of the time, local newspapers obtain obituary information from the funeral home. On some occasions, the newspaper may obtain this information directly from the family—for example, when the death occurred away from home or when a funeral home is not handling arrangements.

Regardless of who speaks to the newspaper's obituary writer, there's less chance of error if you complete a fact sheet providing relevant information. Be sure to spell all names accurately, and include any business or personal information of interest or for which the person attained prominence. For example, "He founded the Carverville Barber-shop Quartet" or "She was widely traveled and a frequent visitor to Nairobi and the Serengeti." When listing survivors, include surviving spouses and children of previous marriages.

The amount of detail that's included in a newspaper obituary and the placement of the obituary in the newspaper (some obituaries are published in the news section, not the obituary section) depend on the prominence of the deceased in the community. It's possible that space limitations will preclude the newspaper from including some or all of the information that you submit.

## Signing Instructions

You don't need to sign the Obituary Information Fact Sheet Form. Simply fill it out and mail it to local newspapers you think will be likely to publish the obituary. The mortuary will have a list of contacts for local obituary columns.

## Form 21: Notice to Deceased's Homeowner's Insurance Company

Use this form if the deceased person owned a home and insured it. The form notifies the insurance company of the death and asks that you, the executor, be added as a "named insured" to the homeowner's insurance policy.



**If you are a co-owner of the home, do not use this form.** Instead, call the insurance company to report the death.

As the executor, you will want to be added as a named insured to that policy as soon as possible. This status will give you all the protections and rights that the deceased person had under the policy. This means that you will be covered if you or anyone is injured on the premises due to your carelessness. And you will be able to make claims for property damage, if necessary. As a named insured, you also have the right to increase coverage or change policy limitations. For example, if you discover that the home and its contents are underinsured, you can make changes in the coverage. Finally, if the insurance company makes a payment after a claim has been made under the policy—for example, paying for the results of a wind-damaged roof—you will be a co-payee on the check. This is important because these payments are part of the estate, and you will need to receive and account for them.

After you are added as a named insured, you'll want to discuss with the insurance agent or broker

how best to continue insurance coverage for the deceased's home. You may want to add coverage or increase coverage limits, particularly if you discover that the home was underinsured. You may also want to add riders for jewelry or other special items.

To complete this form, you will need the following information:

- the deceased person's full name; if the deceased's name is different on the insurance policy, be sure to note that
- the date of death
- the name of the insurance company that issued the policy and the complete address of its home office
- the homeowners' policy number, and
- a certified copy of the death certificate (see Form 16 to request a death certificate).

## Signing Instructions

Sign and date the Notice to Deceased's Homeowner's Insurance Company. Make two copies of the signed notice. Mail the original and one copy to the insurance company office, along with a stamped, self-addressed envelope and a certified copy of the death certificate. Keep the second copy of the notice for your records.

## Form 22: Notice to Deceased's Vehicle Insurance Company

Use this form if the deceased person owned and insured any automobiles, trucks, motorcycles, motor homes, or trailers. The notice informs the insurance company of the death of the insured person and asks them to add you, the executor, to the insurance policy.

You will want to be added as a "named insured" to that policy so you will have all the protections and rights that the deceased person had under the policy. Most important, you will be permitted to add or delete coverage or adjust policy limits, if appropriate. Also, you will be named as a co-payee (along with others insured under the policy) in any

payment from the company. Since these payments are part of the estate, you must receive and account for them.

Many people own more than one vehicle, and they may be insured under separate policies. Even if the deceased person used the same company for multiple policies, you should send a separate notice for each policy.

After you are added as a named insured, talk to the insurance agent or broker about how best to continue insurance coverage for the deceased's vehicles. You may want to add coverage or increase coverage limits; and if the deceased was rated a poor risk, you may even want to ask for a reduction in premiums.

Even if you do not expect that the vehicle will be used, you must insure it in case of a fire or other calamity. A parked car in a home garage, for example, will not be covered by the homeowner's policy if there is a fire—you need an auto policy or other insurance coverage. When the vehicle is distributed or sold and is no longer part of the estate, you can easily cancel the insurance you have purchased.

To complete this form, you will need the following information:

- the deceased person's full name; if the deceased's name is different on the insurance policy, be sure to note that
- the date of death; if you don't know it, look on the death certificate)
- vehicle year, make, and model
- the name of the insurance company that issued the policy and the complete address of its home office
- the vehicle insurance policy number
- the latest billing statement from the insurance company
- a certified death certificate for the person who has died (see Form 16 to request a death certificate), and
- in some cases, a certified copy of your driving record (available from your state's department of motor vehicles).

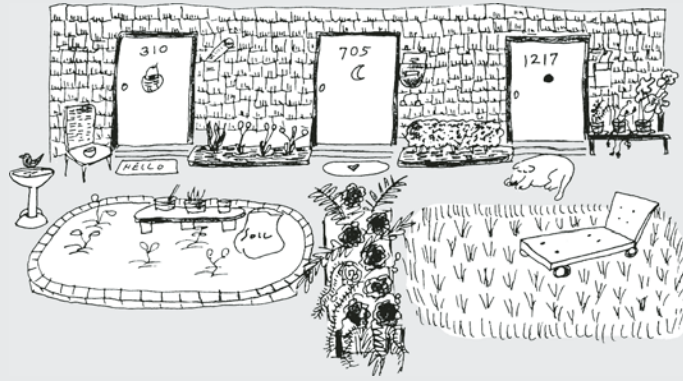


**Document your role as executor.** The

insurance company may require proof of your status as the executor. Be prepared to send a copy of the court order that names you as the executor. If you do not have a court order by the time the insurance company calls you, ask what other proof it will accept.

### Signing Instructions

Sign and date the Notice to Deceased's Vehicle Insurance Company. Make two copies of the signed notice. Mail the original and one copy to the insurance company office, along with a stamped, self-addressed envelope. Remember to enclose a certified copy of the deceased person's death certificate. Keep the second copy of the notice for your records. ■



## Renting a Place to Live

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Form 23: Apartment-Finding Service Checklist .....	4/2
Form 24: Rental Application .....	4/3
Form 25: Fixed-Term Residential Lease .....	4/3
Form 26: Month-to-Month Residential Rental Agreement .....	4/3
Form 27: Landlord-Tenant Agreement to Terminate Lease .....	4/5
Form 28: Consent to Assignment of Lease .....	4/6
Form 29: Landlord-Tenant Checklist .....	4/6
Form 30: Notice of Needed Repairs .....	4/7
Form 31: Tenant's Notice of Intent to Move Out .....	4/7
Form 32: Demand for Return of Security Deposit .....	4/8



Whether you rent or own property, you probably understand just how bad a failed landlord-tenant relationship can be. But there is an excellent way to get any landlord-tenant relationship off to a good start and minimize the possibility of future misunderstandings and legal problems: Put all agreements and concerns in writing. This chapter includes a rental agreement, a lease, and the principal forms you'll need to do this, plus a few forms that will be helpful at move-out time. Most of these forms are geared toward tenants, although we indicate when conscientious landlords will also find them useful.



To learn more details of landlord-tenant law, see the following Nolo books and software:

**From the landlord's point of view:**

- *Every Landlord's Legal Guide*, by Marcia Stewart, Ralph Warner, and Janet Portman. This 50-state book provides extensive legal and practical information on leases, tenant screening, rent, security deposits, privacy, repairs, property managers, discrimination, roommates, liability, tenancy termination, and much more. It includes more than 30 legal forms and agreements as tear-outs and on disk.
- *LeaseWriter Plus*. This software program generates a customized legal residential lease or rental agreement, plus more than a dozen key documents and forms every landlord or property manager needs. It includes instant access to state-specific landlord-tenant information and extensive online legal help.

**From the tenant's point of view:**

- *Every Tenant's Legal Guide*, by Janet Portman and Marcia Stewart. This book gives tenants in all 50 states the legal and practical information they need to deal with their landlords and protect their rights when things go wrong. It covers all important issues of renting, including signing a lease, getting a landlord to make needed repairs, fighting illegal discrimination, protecting privacy rights, dealing with roommates, getting the security deposit returned fairly, moving out, and much more.

## Form 23: Apartment-Finding Service Checklist

Many landlords list their rental property with a homefinders' service that provides a centralized listing of rental units for a particular geographic area. Using one of these services, many of which are online, can be an efficient way for a tenant to search for a place to live, especially in metropolitan areas. Prices of apartment-finding services vary, but typically tenants pay a flat fee, such as \$50 to \$100 for a one-month membership. In some tight rental markets, you may also have to pay the service a percentage of your monthly rent if you find an apartment through them. Check newspaper ads or look in the yellow pages under "Apartment Finding and Rental Services."



**Do a little investigating.** Many homefinding services do a good job of helping people to find a place to rent, but some are sloppy and a few are actually crooked. Unscrupulous companies have been caught selling either outdated rental lists—most or all of the apartments have already been rented—or lists no different from what is in a newspaper. So before you sign up with an apartment-finding service, check with the Better Business Bureau and local consumer organizations to be sure the service is reputable and worth the money. Also, especially in urban areas, pay close attention to the geographical scope of any service you are considering. Some may be excellent in one area but not others.

Form 23, the Apartment-Finding Service Checklist, offers you a good way to organize and collect the information you need before pulling out your checkbook and signing up with a service. Use it to jot down the type, number, and locations of listings typically available, membership costs, and additional services such as roommate referrals

### Signing Instructions

There are no signing instructions for the Apartment-Finding Service Checklist. Simply fill one out each time you start collecting information on a different homefinding service. Keep a copy and make it the

first entry in your rental file, where you'll put all important papers relating to your rental.

## Form 24: Rental Application

Landlords routinely use rental applications to screen potential tenants and select those who are likely to pay the rent on time, keep the unit in good condition, and not cause problems. Form 24 calls for a wide variety of information, including the applicant's rental, employment, and credit history and personal references. Conscientious landlords will insist on verifying this information before signing a lease or rental agreement.

If you own or manage rental property, you can use this rental application to help screen potential tenants. Be sure to ask all serious applicants to fill out an application, not just those whom you think need special scrutiny. Ask all applicants to sign the rental application authorizing you to verify the information and references and to run a credit check. Also, use the "Notes" section at the end of the application to write down legal reasons for refusing an individual—for example, negative credit history, insufficient income, or your inability to verify information. You will want this kind of record in order to survive a fair housing challenge if a disappointed applicant files a discrimination complaint.



**Make sure you understand how discrimination laws work.** Many types of discrimination are illegal, including race, religion, national origin, sex, familial status, disability and, in some states, sexual orientation or marital status. For more information on legal and illegal reasons to reject a tenant, see the resources listed at the beginning of this chapter.

Savvy tenants will also find Form 24 useful when looking for a new place to live. If you're a tenant, we suggest you complete this rental application in advance of apartment-hunting—providing information about your employment, income, credit background, and rental housing history. Take a copy of the completed application with you when you see a potential rental unit. This is almost guaranteed to impress a landlord or rental agent.

## Signing Instructions

There are no signing instructions for the Rental Application. If you're a landlord, give a copy to each tenant applying for your rental property. Be sure the tenant fills it in completely and signs it before you call references or run a credit check.

If you're a tenant, complete the application in advance of apartment-hunting. You can either give your application to prospective landlords or use the information you've pulled together on Form 24 to complete the landlord's application.

## Form 25: Fixed-Term Residential Lease and

## Form 26: Month-to-Month Residential Rental Agreement

Leases and rental agreements often look so similar they can be hard to tell apart. That's because both cover nitty-gritty issues such as the amount of rent and deposits tenants must pay and the number of people who can live in the rental unit. The big difference is the length of the tenancy. A *rental agreement* typically lasts only from one month to the next (although week-to-week agreements are possible in many states). The agreement automatically self-renews unless terminated by either the landlord or tenant, by giving the proper amount of written notice (typically 30 days). By contrast, a *lease* almost always covers a longer, fixed term, such as one year. With a lease, the landlord can't raise the rent or change other terms of the tenancy until the lease runs out (unless the lease itself allows future changes or the tenant agrees in writing). In addition, a landlord can't terminate the tenancy before the lease expires, unless the tenant fails to pay the rent or violates another significant term of the lease or the law.

Form 25 is a fixed-term lease. Form 26 is a month-to-month rental agreement. We believe both are fair and balanced from both landlord and tenant viewpoints. Each clause is important, but there are three that merit mention here:

**Clause 8, Security Deposit.** The laws of several states require that landlords give tenants written in-



formation on various aspects of the security deposit, including where the deposit is being held, interest payments, and the terms and conditions under which the security deposit may be withheld. Check with a housing agency in your state, or research the law, to find out whether this is required. Or, if you want to be safe rather than sorry, simply add language stating where the security deposit will be held and what the terms of interest payments are.

**Clause 15, Landlord's Right to Access.** This provision tries to balance the tenant's right of privacy against the landlord's right to enter the rental unit to make repairs or for other legitimate reasons. A landlord always has the right to enter a rental unit in case of a genuine emergency, such as fire. But to show the unit to prospective tenants or to make repairs, many states require 24 hours' written notice. Some states have no notice requirements or simply require the landlord to give the tenant "reasonable notice." Arizona, California, Delaware, Hawaii, Kentucky, Rhode Island, Vermont, and Washington require two days' notice of landlord's entry. In all other states, we believe 24 hours' notice is a workable standard, and therefore recommend that you adopt it in completing Clause 15.

**Clause 19, Payment of Court Costs and Attorney Fees in a Lawsuit.** Our clause provides that if the landlord and tenant have a dispute about the meaning or implementation of the lease or rental agreement, and if the disagreement results in a lawsuit that involves lawyers, the prevailing (victorious) party will be entitled to have the loser pay the winner's attorney fees and court costs. Unlike many fees and costs clauses that would compensate only a victorious landlord, ours is even-handed (in many states, a one-sided clause will be interpreted by a judge to run both ways anyway).

For tenants, an attorney fees clause often makes it easier to find a lawyer willing to take a case that does not have the potential for a hefty money judgment. That's because with an attorney fees clause, a winning tenant's lawyer will get paid by the landlord, rather than having to rely on the tenant's pocketbook. On the other hand, tenants who are confident about representing themselves may prefer not to have an attorney fees clause, reasoning that a

landlord who can't recover attorney fees in a lawsuit may be more willing to compromise, rather than go to court.

Landlords usually prefer to include an attorney fees clause unless they intend to do all or most of their own legal work in any potential eviction or other lawsuit concerning the meaning or implementation of the rental agreement or lease. When there's no costs and fees clause, each side typically pays their own expenses regardless of who wins.

### State Laws Vary Concerning Many Key Issues



All states have laws regulating residential landlord-tenant relationships. Typically, these laws include establishing the maximum amount allowed for a security deposit and the deadline for returning it, the amount of notice required to change or end a month-to-month tenancy, tenants' privacy rights, late rent charges, a tenant's right to install locks, and disclosures regarding the condition of property. For details, see the Nolo resources listed at the beginning of the chapter.

Some states require that leases include certain language. Many states require landlords to give tenants written information on various aspects of the security deposit, such as where it is held, interest payments, and when the deposit may be withheld. Even if it's not required, you may want to provide details on security deposits in the space provided in Clause 8 of Forms 25 and 26.

Also, local rent control ordinances may require that your lease include specific language, such as the address of the local rent control board. Check your local ordinance for more information.

Federal law and many state laws require landlords to disclose known lead-based paint hazards in the rental premises. In addition, some states require landlords to make other disclosures about the property, such as flood hazards, before a new tenant signs a lease or rental agreement. Clause 20 is the place to make these kinds of disclosures.

## Signing Instructions

Print out two copies of the Lease (or Rental Agreement)—one for the landlord and one for the tenant(s). The landlord and every tenant should sign and date both originals in the spaces indicated. The landlord should keep one signed original and the tenant(s) the other. (Co-tenants, if any, may make their own copies of the tenants' signed document.) Store your document in a safe place.

## Form 27: Landlord-Tenant Agreement to Terminate Lease

If you're a tenant with a long-term lease, ideally you'll sign a lease for just the amount of time you need a rental. But despite your best efforts to plan ahead, you may want to move before your lease is up.

One option is to simply move out early. Leaving before a fixed-term lease expires, without paying the remainder of the rent due under the lease, is called breaking the lease. With a little luck, it may not cost you much—in most states, the landlord is required to re-rent the property reasonably quickly. If the landlord does so (and doesn't attempt to hide the fact that there's now a new rent-paying tenant), your financial liability will be limited to paying the rent for the brief time the unit was vacant.

Nevertheless, if you plan to leave early, you don't just have to move out and hope your landlord plays fair and gets a new tenant quickly. For a variety of reasons, the landlord may procrastinate, claim an inability to find a new tenant, or rent the unit to a tenant who pays less rent than you did—meaning you're liable for the difference. Fortunately, there are steps you can take to minimize your financial responsibility—as well as help avoid receiving a bad reference from the landlord next time you're apartment hunting.

First, consider simply asking the landlord to cancel the lease, using Form 27. If you and the landlord both sign and date this form, your obligations for rent beyond the termination date end. (You are still responsible for unpaid back rent and any damage

you've caused beyond normal wear and tear.) Why would a landlord voluntarily agree to let you off the hook? If you have been a steady and considerate tenant, it's possible that you'll be treated in kind, especially if the market is tight or the landlord has a new tenant standing by who will pay a higher rent. If the landlord initially balks at canceling the lease, you might prevail by offering to pay an extra month's rent in exchange for the lease cancellation.

In some states, landlords must allow early termination of a lease under certain conditions. For example, in Delaware you need give only 30 days' notice to end a long-term lease if you must move because your present employer has relocated or because of health problems—yours or a family member's. In New Jersey, a tenant who has suffered a disabling illness or accident can break a lease and leave after 40 days' notice. Federal law allows military and other personnel to terminate a lease early when called to active duty, and some states, such as Georgia, allow members of the military to break a lease because of a change in orders. If you have a good reason for a sudden move, check your state's law.

If you can't get the landlord to cancel the lease outright, your best approach is usually to find a new tenant who will be ready to move in as soon as you leave and who will sign a new lease at the same or higher rent. If you follow this approach, you should owe nothing additional since the landlord won't be able to argue that a suitable replacement tenant couldn't be found.



**When the landlord won't accept the tenant you find.** Keep careful records of all prospective tenants you find, especially their credit histories—you can use the Rental Application (Form 24). If the landlord sues you for back rent, present these records to the judge as proof the landlord failed to limit (mitigate) damages by accepting a suitable replacement tenant.

If the landlord accepts the new tenant, you and the landlord should cancel your lease by completing Form 27. The landlord and the new tenant can sign their own lease, and you will no longer be in the picture.

## Signing Instructions

Print out two copies of the Landlord-Tenant Agreement to Terminate Lease form—one for the landlord and one for the tenant(s). The landlord and every tenant should sign and date both originals. The landlord should keep one signed original and the tenant(s) the other. (Co-tenants, if any, may make their own copies of the tenants' signed document.)

## Form 28: Consent to Assignment of Lease

If you are a tenant who wants to move out permanently, but the landlord won't cancel your lease or sign a new lease with a tenant you find, your next best option may be to "assign" your lease to a new tenant (called an "assignee") who is acceptable to the landlord. With an assignment, you turn over the remainder of your lease to someone else. You can do this with Form 28. Unless the landlord agrees otherwise, you remain in the picture as a guarantor of rent payments in case the new occupant (the assignee) fails to pay. Having a second source for the rent is one reason a savvy landlord might agree to an assignment but not a cancellation.

Landlords can voluntarily waive their rights to look to you as the guarantor of the assignee's rent, something that is not uncommon when the new tenant has excellent credit. Clause 4 of Form 28 releases you from this worrisome obligation, essentially putting you in the position of someone who has terminated the lease. If the landlord balks at the release, and you are reasonably sure of your replacement's ability to pay the rent, you may not be risking much if you cross out Clause 4 and remain theoretically responsible for the rent.

## Signing Instructions

Print out three copies of the Consent to Assignment of Lease form—one for the landlord, one for the tenant and one for the assignee. Each person should sign and date all originals in the spaces indicated. The landlord should keep one signed original and the tenant and assignee the others.

## Form 29: Landlord-Tenant Checklist

Legal disputes between tenants and landlords have justly gained a reputation for having the potential to be almost as nasty as a bad divorce. And like a failed marriage, disputes often continue after the legal relationship is over. This is most likely to occur when a landlord keeps all or part of a tenant's security deposit, claiming the place was left filthy or damaged.

Fortunately, using Form 29, a landlord and tenant can work together to minimize deposit-related disputes by jointly inspecting the rental unit at both the start and end of the tenancy. The idea is to identify damage, dirt, mildew, and obvious wear and tear before the tenant moves in (use column 1) and inspect the unit again in the company of the landlord or property manager just before the tenant moves out (use columns 2 and 3).

In the "additional explanation" section at the end of the form, note any areas of disagreement. (Incidentally, to avoid a court battle over security deposit deductions, many wise landlords and tenants try to compromise any disputed damage claims when doing the final inspection.) Tenants should read and check the box on the bottom of the third page of the form regarding smoke detectors and fire extinguishers.

## Signing Instructions

After completing the Landlord-Tenant Checklist at move-in time, make two copies. The landlord and tenant should sign and date both originals and each keep one original. Review the Checklist again at move-out time.



**Take photos or a video at move-in and move-out to avoid disputes.** Having photos lets you compare "before" and "after" pictures, rather than dealing with competing versions of the condition of the property. If you end up in court fighting over the security deposit, photos will be invaluable visual proof. Tenants should consider taking along a friend or colleague as a potential witness to the condition of the rental unit at move-in or move-out time—someone

who will be available to testify in court on your behalf if necessary.

## Form 30: Notice of Needed Repairs

Landlords are legally required to offer their tenants livable premises when they offer a unit for rent, and to maintain their rental property in decent condition throughout the rental term. In most states, the legal jargon used to describe this obligation is the “landlord’s legal duty to fulfill the implied warranty of habitability.”

Tenants have the right to a decent place to live even if they move into a place that’s clearly substandard (below reasonable habitability standards), or even if the lease comes right out and says that the landlord doesn’t have to provide a habitable unit. Or put another way, almost all courts have rejected the sleazy argument that tenants waive the right to a livable place when they accept a substandard rental unit.

If there’s a problem with the physical condition of your rental unit, you’ll want to notify your landlord or manager as soon as possible so that it can be promptly fixed. The best approach is to put every repair and maintenance request in writing, using Form 30, keeping a copy for yourself. You may find it easier to call your landlord first, particularly in urgent cases, but be sure to follow up with a written repair request.

Be as specific as possible regarding the problem—whether it’s plumbing, heating, security, weatherproofing, or other defects. Note the effects of the problem on you, what you want done, and when. For example, if the thermostat on your heater is always finicky and sometimes doesn’t function at all, explain how long you’ve been without heat and how low the temperature has dipped—don’t simply say “the heater needs to be fixed.” Be sure to note the date of the request and how many requests, if any, have preceded this one. Keep records of all repair requests.

If you are a landlord, it’s a good idea to give tenants copies of Form 30 and encourage them to immediately report plumbing, heating, weather-

proofing, or other defects or safety problems. Be sure to note details as to how and when the problem was fixed, including reasons for any delay, on the bottom of the tenant’s repair request form. Keep copies of all completed forms in your tenant files.

## Signing Instructions

There are no specific signing instructions for this Notice of Needed Repairs form. Tenants should simply sign the document and keep a copy for their records. If your landlord has an on-site office or a resident manager, deliver the repair request personally. If you mail it, consider sending it certified mail (return receipt requested) or use a delivery service that will give you a receipt establishing delivery. Besides keeping a copy of every written repair request, keep notes of oral communications, too.



**If your landlord ignores your requests and your rental is unlivable, you’ll have to undertake stronger measures.** These might include calling state or local building or health inspectors, moving out, withholding the rent, or repairing the problem yourself. These remedies, available only in certain situations according to your state’s laws, are thoroughly discussed in the Nolo books listed at the beginning of this chapter.

## Form 31: Tenant’s Notice of Intent to Move Out

If you have a month-to-month tenancy, in most states and for most rentals you must provide 30 days’ notice to your landlord if you want to move out. In some states, if you pay rent weekly or twice a month, you can give written notice to terminate that matches your rent payment interval. For example, if you pay rent every two weeks, you may need to give only 14 days’ notice.

In most states, you can give notice at any time during the month (unless your rental agreement says otherwise). For example, if you pay rent on the first of the month but give notice on the tenth, you will be obliged to pay for only ten days’ rent for the

next month, even if you move out earlier. To calculate the amount, prorate the monthly rent using 30 days.

Check the Nolo resources listed at the beginning of the chapter for specific requirements as to how and when to give notice.

## Signing Instructions

Tenants should sign and date the Tenant's Notice of Intent to Move Out form and give or mail it to the landlord. Be sure to check your state rules to make sure you are meeting any specific notice requirements.



**If you give oral notice, follow up in writing with this form.**

If you know your landlord or manager well, you may wish to convey your moving plans in a face-to-face or phone conversation. Fine, but immediately follow up with written confirmation. The law almost always requires written notice. You can use Form 31 for this purpose.

## Form 32: Demand for Return of Security Deposit

Getting cleaning and security deposits returned can be a problem for tenants. To avoid trouble, or to successfully deal with a landlord who unfairly retains your deposit, use Form 29, the Landlord-Tenant Checklist, to make a written and photographic record of what the place looks like when you move in and when you move out. Be sure you leave the rental in good condition, give proper notice, and are paid up in rent when you leave. And don't forget to give the landlord your new address.

Depending on the law of your state, you should normally receive your deposits back within 14 to 30 days of moving out. If you don't, send a written request using the Demand for Return of Security De-

posit. If this doesn't work, you may need to sue the landlord in small claims court. (Some state security deposit statutes require tenants to make a written request; and, in some states, small claims court rules require you to send a demand letter before you can sue.)

Your demand letter should state the date you moved out of the rental and lay out the reasons your landlord owes you deposit money. Refer to any statutory deadlines and tangible evidence supporting your demand, such as photos or a before-and-after Landlord-Tenant Checklist. Form 32 makes it clear that if the landlord does not promptly return your deposit by a specified date (we suggest seven to ten days), you plan to go to small claims court.

In many states, if a landlord withholds a deposit without giving the tenant a good written reason for doing so (for example, to cover specific damage or unpaid rent) within the required time, the tenant has some powerful options. Tenants can sue for the amount of the wrongly withheld deposit, plus an extra amount for punitive damages if the landlord intentionally failed to return the deposit on time. Check your state law for specifics and refer to them in any correspondence with your landlord. For example, California landlords have three weeks to return the security deposit with an itemized statement of deductions and copies of receipts or invoices for needed cleaning or repairs.

## Signing Instructions

Sign your Demand for Return of Security Deposit letter and send it certified mail (return receipt requested) to the landlord, or use a delivery service that will give you a receipt establishing delivery. Keep a copy of your letter and all related correspondence. You'll need this if you end up in a court dispute over your security deposit.

## Going to Small Claims Court

Hopefully your Demand for Return of Security Deposit letter will spur action on the landlord's part and you'll get your deposit back. If it doesn't you may need to file in small claims court. These courts will handle disputes worth up to a certain amount—typical limits are \$5,000, \$7,500, and up to \$10,000 (each state sets its own limit). Most security deposit disputes will fit within the court's limit. You can sue your landlord for your security deposit and for interest (if it's required in your state or city). In many states you can also sue for extra punitive damages if the landlord intentionally failed to return the deposit on time.

It is inexpensive (usually \$10 to \$50) to file a case in small claims court, you don't need a lawyer, and disputes usually go before a judge (there are no juries) within 30 to 60 days. Small claims courts are informal places, intended to be used by regular folks presenting their own cases.



For detailed advice on filing (or defending) a case in small claims court, see [Everybody's Guide to Small Claims Court](#), by Ralph Warner (Nolo). ■







## Borrowing or Lending Money

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Form 33: Loan Comparison Worksheet .....	5/2
Form 34: Authorization to Check Credit and Employee References.....	5/2
Form 35: Monthly Payment Record .....	5/4
Form 36: Promissory Note—Installment Payments With Interest .....	5/6
Form 37: Promissory Note—Installment Payments With Interest and Balloon Payment .....	5/7
Form 38: Promissory Note—Installment Payments Without Interest .....	5/7
Form 39: Promissory Note—Lump Sum Payment With Interest .....	5/7
Form 40: Promissory Note—Lump Sum Payment Without Interest .....	5/8
Form 41: Cosigner Provision .....	5/8
Form 42: Security Agreement Provision for Promissory Note .....	5/9
Form 43: Security Agreement .....	5/9
Form 44: U.C.C. Financing Statement .....	5/10
Form 45: Release of U.C.C. Financing Statement .....	5/10
Form 46: Agreement to Modify Promissory Note .....	5/11
Form 47: Overdue Payment Demand .....	5/11
Form 48: Demand to Make Good on Bad Check.....	5/11



This chapter contains several promissory notes you can use when you borrow money from or lend money to a friend, relative, or someone else who isn't a commercial customer. (Banks and other institutional lenders follow many legal rules and must use forms with far more fine print.) This chapter also includes a loan comparison worksheet to keep track of information you collect on different loans (whether from a personal or commercial lender), a form to authorize a lender to check the borrower's credit, and "demand" letters to use when trying to collect an overdue payment or bad check.

### Form 33: Loan Comparison Worksheet

A good consumer shops around before making a significant purchase. There is no reason to act otherwise when you are looking to borrow money. A loan from one bank may come with very different terms than a loan from a credit union or finance company—or even from a different bank across town. And a loan from your former college roommate or your Aunt Charlotte may be very different still.

The cost of a loan doesn't depend only on how much interest you pay. Long-term loans will carry a higher rate of interest than will short-term loans (the lender runs the risk that inflation will erode the real value of the interest it receives for a longer period, so it passes some of this risk on to you in the form of a higher interest rate). But short-term loans are not necessarily cheaper. You need to consider application fees and other up-front fees, which can vary considerably from one lender to the next, when computing the cost of a loan. Fortunately, this isn't true of all short-term loans, so be sure to shop around. When you apply for a commercial loan, the lender must tell you the annual cost of the loan. This is stated as the annual percentage rate, or APR. You can use that figure to compare the annual cost of different loans.

APR isn't the entire story, especially for adjustable rate loans or loans with a balloon payment or other features. For a full comparison of loans, use this worksheet to record the terms of any loans you are considering, whether to buy a car or computer system or pay down your credit cards. See "Basic

Loan Terms Explained," below, before you start collecting information on different loans.

Because mortgage loans involve far more considerations than the loans discussed in this chapter, use Form 51 (Mortgage Rates and Terms Worksheet) in Chapter 6, when shopping around for a mortgage.

### Signing Instructions

There are no signing instructions for the Loan Comparison Worksheet. Simply fill one out each time you start collecting information on different loans.

### Form 34: Authorization to Check Credit and Employee References

Commercial lenders—banks, credit unions, and finance companies—will always check a loan applicant's credit before agreeing to lend money. If you're thinking of lending someone money, it makes good sense to check the borrower's credit and employment references. You'll need the borrower's signed authorization to do this. Most employers, financial institutions, and credit sources require this kind of signed authorization before providing information on the borrower. That's the purpose of Form 34. The borrower should complete all sections, including details on their employment and credit history.

Doing a credit and reference check will give you a good idea whether the person is likely to repay you in full and on time, and puts you in a good position to say "no" to someone with poor credit. While checking a person's credit references and saying "no" may put a strain on a personal relationship, making a loan to someone who can't handle it is more likely to cause long-term problems. When a personal loan isn't repaid, the result is often the loss of a friendship or some serious family tension.

### Signing Instructions

The person borrowing money should sign and date the Authorization to Check Credit and Personal Ref-

## Basic Loan Terms Explained

To understand your loan agreement, you'll need to know the meaning of a few terms.

**Adjustable rate.** The interest rate charged by the lender that is set initially, usually fairly low, and then fluctuates (usually meaning it increases) every several months.

**Balloon payment.** A lump sum payment made at the end of a loan to cover the remaining balance. For example, you borrow \$10,000 for five years at 6% interest. The monthly payments are \$193.33. You can only afford to pay about half that amount. So the lender lets you pay \$100 a month. At the end of five years, you owe a balloon payment of \$6,511.53. Balloon payments are usually bad deals. Borrowers often get into trouble by focusing on the low monthly payments rather than the large and often unaffordable sum due at the end of the loan term.

**Cap.** On an adjustable rate loan, the cap refers both to the maximum amount the interest rate can increase each year and the ultimate maximum a interest rate can reach. For example, an adjustable rate loan that begins at 4% may have an annual cap of  $\frac{1}{2}\%$  and a lifetime cap of 7%. This means that at the beginning of the second year, the rate will be  $4\frac{1}{2}\%$ . If the loan continues to increase  $\frac{1}{2}\%$  each year, it will reach its lifetime cap or 7% at six years, and never go up again.

**Collateral.** Property a borrower pledges as security for repayment of a loan. Sometimes it's the item being purchased, such as when you finance the purchase of your car. Other times the collateral is property the borrower already owns that he or she pledges as security on a new loan. If the borrower defaults, a lender can take the collateral without first suing the borrower and obtaining a judgment.

**Cosigner.** A creditworthy person who agrees to be fully liable for repayment of a loan if the borrower defaults.

**Credit check.** A lender getting a copy of the borrower's credit report from a credit reporting agency in order to verify the borrower's credit-worthiness.

**Credit insurance.** Insurance coverage offered by some lenders to pay off a loan in the event the borrower becomes disabled or dies.

**Fixed rate.** The interest rate charged by the lender that is established at the outset and will never change.

**Grace period.** The number of days a borrower has after a loan payment is due to make the payment without being charged a late fee. For example, if your loan payments are due on the 1st of the month, you may have a grace period until the 10th, meaning that the lender will accept your payment until that date without penalizing you.

**Late fee.** The fee a lender charges when a borrower pays late. See "Grace period."

**Loan application fee.** Nuisance fees charged by lenders for the privilege of lending money. These include credit checks, appraisals on collateral, and loan processing fees.

**Loan discounts.** Incentives offered by a lender to reduce a borrower's loan interest rate. For example, you might be offered a  $\frac{1}{2}\%$  discount if you set up direct payment from your checking account or if you maintain a checking account with the lender with a minimum balance of \$1,000.

**Points.** Real estate loans usually come with points, an amount of money equal to a percentage of your loan. This money is paid to the lender simply for the privilege of borrowing money.

**Prepayment penalty.** A penalty imposed on a borrower for paying off a loan early. It's usually expressed as a flat fee or a percentage of the interest the lender lost by your prepaying.

erences. The person lending money should keep the original and give the borrower a copy. The person lending the money should send copies of the signed Authorization form to the credit and employment references she wants to check. It may be helpful to enclose a stamped, self-addressed envelope.

## Form 35: Monthly Payment Record

If a loan will be repaid over many months or years, it's easy to forget if and when every payment has been made. This is especially likely if the debtor misses several payments because of an emergency and then makes them up a little at a time. In this case, the amounts will be different each month. Use Form 35, Monthly Payment Record, to keep track of payments made under installment notes, such as the promissory notes (Forms 36-40) included in this chapter.

### Signing Instructions

There are no signing instructions for the Monthly Payment Record. The lender simply records payments due and made every month.

## Forms 36-40: Promissory Notes

A promissory note is a written promise to pay money to someone. As with all legal documents, promissory notes often contain loads of needless hyped-up legalese. Because the notes in this chapter are designed to be used primarily between family and friends—and because, lawyers notwithstanding, there is no law against using plain English—we prefer to keep the language simple.

The primary function of a promissory note is to serve as written evidence of the amount of a debt and the terms under which it will be repaid, including the interest rate (if any). A promissory note is typically signed when money is borrowed or something is bought on credit. Perhaps in the best of all possible worlds, such evidence would not be needed. One friend would lend another \$1,000, the two people would shake hands, and that would be it. But be-

cause the “best possible world” and the “real world” are often barely on speaking terms when it comes to loan repayment, here are several important reasons why all promissory notes should be put in writing:

- You are assured that the borrower and lender have agreed to the same terms, including the repayment schedule and interest rate.
- You specify exactly what those terms are.
- Both parties have a written document to refresh their memories if need be.

This chapter contains five promissory notes, each designed to deal with a somewhat different repayment scenario:

- Form 36: Promissory Note—Installment Payments With Interest
- Form 37: Promissory Note—Installment Payments With Interest and Balloon Payment
- Form 38: Promissory Note—Installment Payments Without Interest
- Form 39: Promissory Note—Lump Sum Payment With Interest
- Form 40: Promissory Note—Lump Sum Payment Without Interest.

All of these notes are for unsecured loans—meaning that the borrower does not pledge any property, such as a car, as collateral to guarantee repayment. This means if the borrower doesn't repay the loan, the lender must sue in court to get a judgment, which then makes the lender eligible to collect by use of wage garnishment or property attachments. You can add a security provision to your note using Form 42, which gives the lender the right to force the sale of personal property pledged as collateral if the borrower doesn't repay. Form 43 is the actual security agreement you will use when property is pledged.

### Signing Instructions for Promissory Notes

The borrower(s) must sign the Promissory Note for it to be valid. (There may be two borrowers—for example, if a husband wife are jointly borrowing money. See “Does a Borrower's Spouse Need to Sign a Promissory Note?”) Print out one copy of the form. The borrower(s) should sign and date only one copy of the document in the space provided. This signed original should be given to the lender.

The borrower(s) should keep a copy of the signed document for their own records.



**The promissory note forms contain a space for the acknowledgment of a notary public.** You may want to have the borrower sign the promissory note in front of a notary public. This may even be required in some states; even if it is not, notarization adds a measure of legal credibility to your promissory note. (See the Introduction, Section D1, for general advice on having a form notarized.)

### Does a Borrower's Spouse Need to Sign a Promissory Note?

In a promissory note, a borrower signs a contract that makes him or her liable for a debt. The lender may ask that the borrower's spouse sign as well. This is likely to happen, for example, if someone is borrowing money to buy property that both spouses will use or to help finance a new business venture. Keep in mind that a lender may not require a borrower's spouse to sign if the borrower is applying for a loan on his or her own and no jointly held or community property is involved.

By having the borrower's spouse sign, a second person becomes legally liable for repaying the debt. Normally, if only the borrower signed the contract and didn't repay it, the other party to the agreement could get a judgment against the borrower but not his or her spouse. This means that the creditor would be able to seize property that the borrower owns in his or her own name, but not property that the borrower and his or her spouse own in both of their names or that the spouse owns in his or her name, unless the borrower lives in a community property state such as California. (See "Who Pays the Debts in Community Property States?" for more details.) But if the borrower and his or her spouse both sign a contract and then default, the other party can sue and get a judgment against both people. That judgment can be enforced by seizing the couple's joint bank account, putting a lien on jointly owned real estate, seizing property in the borrower's name alone, and seizing property in the spouse's name alone.

### Who Pays the Debts in Community Property States?

Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, and Wisconsin follow the community property system. (In Alaska, a couple can choose to have their property treated as community property by preparing a written agreement.) In these states, property acquired during a marriage is generally considered community (joint) regardless of whose name it's in or who paid for it. In addition, all debts incurred during the marriage—even if only one spouse signed the loan papers—are considered community (joint) debts unless a creditor was explicitly told that only one spouse would be liable for the debt.

In most situations, the rights of creditors to seize property after getting a judgment for non-payment of a debt depend on whether the property is considered community or separate.

- **Community Property.** Usually, property earned or acquired by either spouse during the marriage—except property acquired by gift or inheritance or defined as separate under a premarital agreement—is considered community property. A creditor can go after all community property to pay for either a community debt or a separate debt of one spouse.
- **Separate Property.** This is property a spouse owned before getting married, acquired during the marriage by gift or inheritance, or agreed in writing to be kept separate. It's also property acquired using separate assets. For example, if a woman owned a house when she got married, then sold it and used the proceeds to buy stock held in her name, the stock is clearly her separate property. For community debts, a creditor can seek reimbursement from either spouse's separate property. For example, for debt the wife accumulates while married, a creditor can go after her separate property and all community property, including her husband's share.



**If the borrower's credit is questionable, consider requiring a cosigner.** You can add a cosigner clause to your promissory note by using Form 41.

## Form 36: Promissory Note—Installment Payments With Interest

Form 36 allows for the borrower to repay the note in installments rather than all at once, and charges interest. Charging a friend or family member interest strikes some people as being ungenerous. In our opinion, this view is based on a misconception as to the function of interest, which is to fairly compensate the lender for the use of the money. Think of it this way. Suppose Joan lends Harry \$5,000 for a year, interest free. If Joan had put the money in a certificate of deposit, she would have earned the going rate of interest. By giving Harry the money interest free, Joan ends up paying for the privilege of lending the money to Harry.

Interest charged on money lent to friends and relatives tends to run between 5% and 10%. If you wish to charge a higher rate of interest, check your state law to see if the rate is legal; it may constitute the crime of usury. How much interest is appropriate? In an effort to be generous to a relative or friend, many lenders charge interest at somewhat less than the market rate, sometimes as little as—or just slightly more than—they would receive if they purchased a bank certificate of deposit for the same time period. This is a great deal for the borrower; after all, even if Harry qualified to borrow from a bank or other commercial lender, he would have to pay a much higher rate of interest than Joan would receive if she put the money in a CD.

Charging interest adds a level of complication when it comes to figuring out the amount of the monthly payments. For this, you will need an amortization calculator or software program. You can find one at [www.nolo.com](http://www.nolo.com). You plug in the loan amount, interest rate, and number of months the borrower will take to repay the loan. The calculator gives you the monthly payment amount.

If the borrower decides to pay off the principal sooner than the promissory note calls for under the installment plan, you will have to recalculate the payments based on the new outstanding balance. This is easy to do with the amortization calculator.

### Legal Terminology of Promissory Notes

Here we translate some legal terms into plain English.

**Acceleration.** Our promissory notes accelerate the borrower's responsibility to make all necessary loan payments if the borrower misses one or more regularly scheduled payments. You specify the number of days—typically 30 or 60—the borrower has to pay before you exercise this option. Without this provision you can't sue for loan installments not yet due, even though the borrower has missed several payments and it is obvious he has no plans to repay.

**Attorney fees.** Our promissory notes include a clause providing that the borrower has to pay the lender's attorney fees and court costs in a legal dispute if the lender wins. Under the laws of some states, this type of clause will be read by a court to go both ways. This means that if the borrower wins, she will be entitled to attorney fees and court costs, even if the loan papers don't specifically say so.

**Buyer in due course.** This is a person who buys or otherwise legally receives a promissory note from a lender. The borrower's obligation to repay the note doesn't change just because the lender sells the note to someone else.

**Joint and several liability.** This means that if there is more than one borrower, all borrowers are liable for repaying 100% of the loan. If Chuck and Laura borrow \$5,000 from Miguel and then default, Miguel can go after either Chuck or Laura for the full \$5,000. Neither can claim that he or she is liable for only \$2,500.



### **Form 37: Promissory Note— Installment Payments With Interest and Balloon Payment**

Form 34 is similar to Form 33 in that the loan must be repaid in installments with interest. But there's an additional twist: individual payments are lower than they otherwise would be, with the shortfall made up by one large balloon payment at the end of the loan term. To see how this works, let's take a look at an example. You lend a friend \$10,000 at 7% interest and want the money paid back in three years. Using an amortization calculator, you discover that your friend would have to pay you \$308.78 each month to pay it back over that time.

Your friend can't afford to pay that amount each month now, but knows he will receive some money in about three years when a trust matures. So you propose the following: Your friend can borrow \$10,000 from you at 7% and repay it over three years. But to make his payments affordable now, you agree to amortize the loan as though it were to be paid off in ten years, meaning your friend's monthly payments are only \$116.11, far less than \$308.78. You agree to take these low payments for 36 months and at the end, your friend will make you one large payment, called a balloon payment, of the remaining principal. That amount is \$7,693.

### **Form 38: Promissory Note— Installment Payments Without Interest**

Use Form 38 if the borrower will repay you in installments, but you won't charge interest. When the parties involved in the transaction are family members or close friends, the amount borrowed is relatively small, and the probability of repayment is high, lenders sometimes prefer to use an interest-free installment note.

Be aware that if the IRS learns of an interest-free loan, it can impute interest. This means that the

lender will be assumed to have earned interest and will be required to report that interest as income on her tax return. For most personal loans, this won't be a problem because uncharged interest can be treated as a tax-free gift, as long as the total amount given and imputed to the borrower in a calendar year is \$11,000 or less.

### **Form 39: Promissory Note—Lump Sum Payment With Interest**

This note is normally used when the borrower won't be able to repay the loan for a period of months or years. For example, you might borrow money from a friend to help you open a small business. You aren't likely to have the cash flow for at least six months or a year to repay the loan. In such a situation, your friend might agree to be repaid in a lump sum in two years.

The easiest way to determine the amount of annual interest that will be due on the loan is to use simple, not compound, interest. Multiply the amount of the loan by the annual interest rate. For instance, if the loan is for \$4,000, and your annual interest rate is 10%, the annual amount of interest on the loan is \$400. To determine the total amount of interest due, multiply the annual interest amount by the time period of the loan. In our example, if the loan is for two years, the interest due would be \$800.

If you need to compute the interest for a period of months rather than years, compute the interest for one year, divide by 12, and then multiply the result by the number of months. For example, assume the \$4,000 loan is for an 18-month period. Take the annual interest amount (\$400), divide by 12 (\$33.33) and multiply by 18 (\$600).

If the loan is paid back before it is due, Clause 2 gives the lender two choices:

- Charge the full interest. This is not unreasonable, given that you committed yourself to being without the amount of the entire loan for the time indicated.
- Prorate the interest to correspond to the actual period of time the loan was outstanding.

Returning to the \$4,000 loan example, if you originally figured interest at 10% for two years (\$800) but the loan was paid back in 18 months, simply charge the 18-month figure (\$600) instead.

## Form 40: Promissory Note—Lump Sum Payment Without Interest

This promissory note, which calls for a lump sum loan repayment and no interest, is about as basic as you can get. This sort of note is normally used by people with a close personal relationship when the person lending the money is primarily interested in helping out the borrower and expects nothing in return except, eventually, the return of the amount borrowed.

If the IRS learns of the loan, it can impute interest. This means that the lender will be assumed to have earned interest and will be required to report that interest as income on her tax return. For most personal loans, this won't be a problem because uncharged interest can be treated as a tax-free gift, as long as the total given to the borrower by the lender and imputed by the IRS is \$11,000 or less in a calendar year.

## Form 41: Cosigner Provision

A cosigner is someone who promises to repay a loan if the primary debtor defaults. If you'll be lending money to someone with a questionable (or no) credit history or a background of sporadic employment, you might require one or more cosigners, such as a parent or friend. (Each cosigner is 100% liable to repay the note if the borrower fails to.)

Federal law requires that commercial lenders give cosigners a notice of their potential liability when they agree to cosign a debt. Although this is not required for personal loans between friends and relatives, we believe full disclosure of the risks of cosigning is a good idea and so we incorporate much of that notice language in Form 41.

## Signing Instructions

After filling in the top of the Cosigner Provision, staple it to your promissory note and then have the cosigner complete, sign, and date it. The lender should keep the original and give each cosigner a copy, along with a copy of the promissory note.

## Forms 42-45: Security Agreements

If you lend money to someone who does not repay it, your only recourse usually is to sue the person, get a court judgment, and then take property that can legally be seized to satisfy a debt.

There is an easier way: You can attach a security agreement to the promissory note. In a security agreement, you specify certain property belonging to the borrower, such as a car or computer, as collateral for repayment of the loan. If the borrower doesn't repay the loan, you can take the property, sell it, and use the proceeds to satisfy what you are owed. You don't have to go to court. However, you do have to follow proper procedures when you take back (repossess) the property.

Sometimes, a dishonest borrower will try to use the same piece of collateral to secure more than one debt. If that happens and the unscrupulous borrower later defaults on these secured loans, the lenders will find themselves competing to sell the collateral and use the proceeds to satisfy all their debts. How can secured creditors protect themselves? It's very simple: They must be the first to file evidence of their claim with the correct recording agency.

This chapter includes four different forms relating to security interests:

- Form 42, Security Agreement Provision for Promissory Note
- Form 43, Security Agreement
- Form 44, Uniform Commercial Code (U.C.C.) Financing Statement, and
- Form 45, Release of U.C.C. Financing Statement.

Creating a security interest is a multi-step process. First you must add Form 42 to your promissory

note. Second, you must complete a Security Agreement (Form 43) and attach it to your promissory note. Third, a U.C.C. Financing Statement (Form 44) will usually need to be filed with the appropriate state agency (this is typically done by the lender).

Note that the forms in this book are intended to be used only when the borrower is securing a loan with tangible personal property, such as a computer or car. If you are considering using real property, such as a house, as collateral for a loan, you should seek the assistance of a real estate lawyer. Title to real estate is a highly technical matter beyond the scope of this book. Similarly, if you are considering using intangible personal property (bank accounts, stock in a corporation) or intellectual property (copyright, trademark, patent) as collateral for the loan, you should consult an attorney.

### Using Your House as Collateral

Think twice before you pledge real estate, and especially your home, as collateral for a loan. If you are unable to make loan payments, you could lose a large investment, not to mention a roof over your head.

When you pledge your home or other real estate as security for a loan, a security agreement is not adequate to protect the lender. The borrower generally needs to sign a mortgage or a deed or trust, which can then be recorded (filed) at a county office to establish the lender's security interest in the real estate. Then, if the borrower defaults, the lender has the right to sell the property to recover the amount due under the promissory note. This sort of transaction is complicated—you should seek the advice of a real estate lawyer before signing a mortgage or deed of trust.

## Form 42: Security Agreement Provision for Promissory Note

You can use Form 42 to identify the security interest, such as a car or valuable personal property, as a part of your contract. Choose the sample language on the form that is most appropriate for your situation and delete the others.

### Signing Instructions

There are two ways to use the Security Agreement Provision. You can either copy the language that's appropriate into your promissory note itself, or you can complete the form and staple it to your promissory note. If you use the form separately, the borrower (owner of the collateral) should sign and date the form. The lender should keep the original and give the borrower a copy, along with a copy of the promissory note. Otherwise, if the provision becomes part of the note, the signing instructions for the note apply.

## Form 43: Security Agreement

Use the Security Agreement to state the terms of the lender's security interest in the property that will be used as collateral for the loan, and to describe the property.



**Do not use this agreement if the collateral is real property, such as a house.** In that case, you will need to file a mortgage or deed of trust with the county land records office. See a real estate lawyer for assistance with this transaction.

When describing the property that will be used as collateral, be sure that you describe it in enough detail that the property can be easily identified. For example, you would describe a vehicle as a "1998 Toyota Tacoma, license plate number 9876543, Vehicle Identification Number ABC1234567" instead of simply "my red truck."



In paragraph 1 of the agreement, you'll need to insert information from the promissory note (the date, amount, and annual percentage rate). In paragraphs 5 and 9, insert the state where the property is located and the state whose laws will govern the agreement—usually the state where the parties live.

The agreement states that the lender will file a U.C.C. Financing Statement (Form 44) and that the borrower will sign any additional documents needed to protect the lender's security interest. Signing additional documents may be necessary in some situations, such as when the secured property includes certain kinds of assets (particularly cars and boats) that may require the lender to be added to the asset's certificate of title instead of filing a Financing Statement. See the discussion of Form 44 for more information.

Be sure that you read and understand the entire agreement—it contains many important clauses, including requiring the borrower to take care of the secured property, stating when the borrower will be considered in default, and describing what the lender can do if buyer defaults.

## Signing Instructions

After completing the Security Agreement, both parties should sign and date the last page. The lender will keep the original and will attach it to the original promissory note. Because the Security Agreement is an important part of the promissory note, be sure to also attach a copy of the signed agreement to the borrower's copy of the promissory note.

## Form 44: U.C.C. Financing Statement

Use the U.C.C. Financing Statement to record your security interest in personal property.

Once you have completed the security agreement (Form 43), contact the appropriate state agency to find out your state's rules for documenting the lender's security interest in the property. If the collateral is a car, boat, or similar vehicle, you will

most likely need to contact the motor vehicles department. Some kinds of assets (often those that are licensed by the state, such as cars and boats) require the lender to take a security interest in the property by listing its name on the certificate of title instead of filing a Financing Statement. For most other property, such as electronics equipment or a computer system, contact the Secretary of State's office. Ask for a copy of your state's rules for filing a U.C.C. Financing Statement, and find out if your state has any special form you must use. If it does, use the state form (not this one). Otherwise, use Form 44.



**What is a “buyer in due course”?** Forms 43, 44, 45, and 46 all contain a phrase that says that “the term Lender refers to any person who legally holds this note, including a buyer in due course.” This phrase refers to any person who buys goods from another person. In the context of these forms, it refers to anyone who might purchase the promissory note from the original lender, and says that such a purchaser would hold the same rights as the original lender to collect the money from the borrower.

## Signing Instructions

The borrower(s) should sign and date the U.C.C. Financing Statement. The lender should keep the original and give the borrower a copy. The lender should attach the promissory note with the security agreement and file these with the appropriate state office, such as the secretary of state. Leave the section at the bottom of the form blank; the filing officer will complete this.

## Form 45: Release of U.C.C. Financing Statement

When a borrower pays off a loan, she obviously wants the public record to reflect that the property is no longer encumbered (held hostage) in favor of the lender. To do this, you will need to file Form 45

with the public agency, such as the Secretary of State's office, where you filed the U.C.C. Financing Statement. That will let prospective lawyers, creditors, and credit rating agencies know that the lender no longer claims an interest in the borrower's collateral.

This form should correspond to your original U.C.C. Financing Statement. Therefore, make sure the description of property listed as collateral is identical and the other information makes clear which U.C.C. Financing Statement is being released.

### Signing Instructions

The borrower(s) should sign and date the Release of U.C.C. Financing Statement. The lender should keep the original and give the borrower a copy. The lender should file this release with the appropriate state office, such as the secretary of state. Leave the section at the bottom of the form blank; the filing officer will complete this.

**Note:** Make sure your state does not have special U.C.C. form requirements before using this form.

## Form 46: Agreement to Modify Promissory Note

If someone who borrows money from you falls behind on repayment, give a call to find out what's wrong. Offer whatever help you can to get the borrower back on track. Sometimes this will require no more than being willing to extend the repayment period for a few months. In other instances, you might take interest-only payments or rewrite the loan at a lower interest rate. Whatever you agree on, you must put it in writing. You can use Form 46 for that purpose.

### Signing Instructions

The borrower(s) who signed the promissory note should sign and date the Agreement to Modify Promissory Note, and indicate the location (city or

county) where this agreement is being signed. The lender should keep the original signed document and give a copy to the borrower(s).

## Form 47: Overdue Payment Demand

If someone who owes you money (under a promissory note) falls behind on repayment despite your efforts to work out a new repayment plan, your next step is to send the borrower a formal demand letter. You can use Form 47 in such a situation. It serves as a formal notice to the borrower that you are demanding repayment. It states that if you do not hear from the borrower within 15 days, you will enforce your rights under the promissory note, including possibly filing a lawsuit to collect the debt.



**Be careful not to make any threats that you don't intend to follow up.** Although the federal

and state fair debt law probably don't apply to you, it's still a good idea to be fair, yet firm, in trying to persuade the borrower to pay you back.

### Signing Instructions

Sign the Overdue Payment Demand and send it to all borrowers and all cosigners by certified mail (return receipt requested). Keep a copy for your records. You may later need this if you end up suing the borrower to collect the money owed.



If you are writing a demand letter to request the return of a security deposit, use Form 32 in Chapter 4.

## Form 48: Demand to Make Good on Bad Check

This form is similar to Form 47 in that it's used when someone who owes you money is not meeting the obligation to pay you and has ignored all your efforts to resolve the problem informally. The

difference is that this form is for use when the person who owes you money writes you a bad check, a slightly more complicated legal situation. Use Form 48 to make a formal written demand for payment on a bad check.

Although writing a bad check is a crime in every state, prosecutions for writing bad checks are rare. Even in the unlikely event that a district attorney is willing to bring charges, there's a good chance the person would avoid a trial by agreeing to attend a diversion program for bad-check writers and making restitution—that is, paying up.

In most states, you'll want to deal with a bad check through civil, not criminal, remedies. The person who receives a bad check can usually sue for extra damages (above and beyond the amount of the check) if she isn't paid within 30 days of making a formal written demand for payment.

A clause is included in the Demand to Make Good on Bad Check stating that if you sue over the bad check, you may ask for the maximum monetary damages allowed under state law. This is often two

or three times the amount of the check. You can find the maximum damages permitted by your state online at the Bilateral Credit Corporation website at [www.bilateral.com](http://www.bilateral.com).

### **Signing Instructions**

Sign this Demand to Make Good on Bad Check and deliver it personally to the person who wrote you the bad check. Have the person acknowledge receipt by signing and dating an extra copy. Alternatively, send the form by certified mail (return receipt requested) or use a delivery service that will give you a receipt establishing delivery. Some states (California, for example) require that the demand be sent by certified mail (return receipt requested) in order for the lender to recover statutory damages. Keep copies of the demand and return receipt. You may later need this if you end up filing a lawsuit to collect payment. ■



## Buying a House

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Form 49: Ideal House Profile .....	6/2
Form 50: House Priorities Worksheet .....	6/3
Form 51: House Comparison Worksheet .....	6/4
Form 52: Family Financial Statement .....	6/4
Form 53: Monthly Carrying Costs Worksheet .....	6/6
Form 54: Mortgage Rates and Terms Worksheet.....	6/8
Form 55: Moving Checklist .....	6/11

No doubt about it—buying a house is one of the largest and most important investments you’ll ever make. Careful planning and organization are key to getting the best house for your money. The forms in this chapter help you by providing:

- an efficient method to identify house features most important to you and record relevant information about each house you see (Forms 52 and 53)
- a systematic procedure for determining how much house you can afford—in terms of both the down payment and monthly mortgage payments (Forms 52 and 53), and
- a simple way to keep track of information you collect on different loans and to compare features such as interest rate and loan costs (Form 54).

This chapter also includes a handy checklist (Form 55) to help plan your move.

### Real Estate on the Web

You can find a wide range of house-buying resources in the “property and money” section of Nolo’s website ([www.nolo.com](http://www.nolo.com)), which has information on:

- comparing interest rates and applying for a mortgage
- screening houses that meet your needs
- gathering information on neighborhood schools, crime, and more
- checking sales prices of comparable properties to make a realistic offer,
- arranging house inspections, and
- finding a real estate agent, home inspector, or other professional.



Nolo publishes *How to Buy a House in California*, by Ralph Warner, Ira Serkes, and George Devine. It’s an excellent resource on all aspects of house buying. Although it’s written specifically for Californians, who have the benefit of many laws con-

cerning disclosure of defects, the information on most topics, including looking for a house, negotiating with a seller, and financing the purchase, applies to anyone buying.

### Form 49: Ideal House Profile

When you’re looking for a house, it’s easy to become confused by the huge array of choices, from size to style to floor plan. Then, there’s the issue of location—houses come in all sorts of neighborhoods, school districts, and potential hazard zones (fire, earthquake, and flood, to name a few). And, of course, price and purchase terms are crucial considerations for most homebuyers. To cope with all these and at least a dozen other important variables, it’s essential to establish your priorities in advance and stick to them.

The Ideal House Profile lists all major house features such as number of bedrooms, type of yard, sales price, and location. Use it to identify the essential items you’re looking for in a house.

Since price is an obvious consideration for most people, fill in the top section first. For example, under *Upper price limit*, you might note \$600,000, with a *Maximum down payment* of \$60,000. And if you have two kids, you might note that three bedrooms and excellent public schools are also “must haves.”

In most cases, it will be obvious where to note your priorities. For example, if extreme quiet is important (you don’t want to be near a freeway off-ramp) or you want walking access to a park, list these under *Desired neighborhood features*. If you’re not sure where to list a particular must have such as a hot and dry climate, ocean view, or garage parking, put it in the *Other desired features* category on the Ideal House Profile.

Once you’ve run through your list of must haves, jot down features that you’d like but that aren’t crucial to your decision of whether or not to buy. For example, under *Type of yard and grounds*, you might note “patio and flat backyard” in the *Hope to Have* column. Or under *Number and type of rooms*,

you might list “a finished basement” or “master bedroom with bath.”

Be sure to list your *Absolute no ways* (you will not buy a house that has any of these features) at the bottom of the form. Avoiding things you’ll always hate, such as a house in a flood zone or in a poor school district, or one that’s too far from where you work, can be even more important than finding a house that contains all your mandatory priorities.

Be sensitive to your spouse’s or partner’s major concerns. If you’re buying with another person, prepare your list of priorities together, so that each person’s strong likes and dislikes are respected.



**Can any of your priority items be added after you move in?** A new kitchen, deck, patio, and sometimes even an extra room, can be added a few years down the road. Of course, replacing a small dark yard with a large sunny one can’t be done.

## Signing Instructions

No one needs to sign the Ideal House Profile. Simply fill it out and use it to help narrow your house search.



**Getting more neighborhood information.** If you’re moving to a new area, you may not have a good sense of what particular cities and neighborhoods are like. Before finalizing a decision to buy, you’ll want to take steps to get more information. For example, if under your *Must Have* column you’ve written “excellent public schools,” you need in-depth information about the school system in each community you are considering. It’s fine to ask a real estate agent. Also, take the time to talk to people in the area whose kids currently attend its schools, or ask for help from a reference librarian at an area public library. And don’t forget to check the wealth of community and neighbor-

hood information available online. (See “Real Estate on the Web,” above.)

## Form 50: House Priorities Worksheet

Now it’s time to use the information collected in Form 49 to create a House Priorities Worksheet, which will help you see how each house you visit stacks up with your priorities.

Start by making several copies of this worksheet, to allow for mistakes—or the eventual scaling back of your priority list if it turns out you can’t afford all the features you would like. Then, copy your “must haves,” “hope to haves,” and “absolute no ways” onto a master copy of Form 50.

Once you have completed your House Priorities Worksheet to your satisfaction, make several copies. Take one with you each time you visit a house. For each house you see, fill in the top of the worksheet. Enter the address, asking price, name and phone number of the contact person (listing agent, or seller if it’s for sale by owner), and the date you saw the house.

As you walk around each house and talk to the owner or agent, enter a checkmark if the house has a desirable or undesirable feature. Also make notes next to a particular feature if it can be changed to meet your needs (an okay kitchen could be modernized for \$25,000). Add comments at the bottom, such as “potential undeveloped lot next door” or “neighbors seem very friendly.” If you look at a lot of houses, taking notes such as these will help make sure you don’t forget important information.

You should seriously consider only those houses with all of your “must haves” and none of your “no ways.”

## Signing Instructions

No one needs to sign the House Priorities Worksheet. Simply fill it out and use it to help narrow your house search.



**Set up a good filing system.** As the list of houses you look at grows, you will need a method to keep track of the information you collect. Failing to adopt a good system may lead to revisiting houses you've already seen and rejected or making decisions based on half-remembered facts. For each house that seems promising, make a file that includes a completed House Priorities Worksheet, the information sheets provided at the open house, the Multiple Listing Service information, ads, and your notes. You can also use your computer to set up a simple database with key details on each house you see.

## Form 51: House Comparison Worksheet

If, like many people, you look at a considerable number of houses over an extended period of time, you may soon have trouble distinguishing or comparing their features. That's where Form 51, the House Comparison Worksheet, comes in.

Across the top of the form, list the addresses of the three or four houses you like best. In the left column, fill in your list of priorities and "absolute no ways" from your Ideal House Profile and House Priorities Worksheet. Then put a check on the line under each house that has that feature, to allow for a quick comparison.

## Signing Instructions

No one needs to sign the House Comparison Worksheet. Simply fill it out and use it to help focus your house search.

## Form 52: Family Financial Statement

When planning to buy a house, one of your most important tasks is to determine how much you can afford to pay. Begin by preparing a thorough family financial statement that includes:

- your monthly income
- your monthly expenses, and
- your net worth (your assets minus your debts or liabilities).

We use the word "family" as shorthand for the economic unit that will buy a house. For these purposes, an unmarried couple or a single person is just as much a family as is a married couple with three kids.

Preparing a family financial statement begins the process of learning how much house you can afford—in terms of both the down payment and monthly mortgage payments. It also gives real estate people and potential lenders a good sense of your general financial situation. And if you haven't been pre-approved for a mortgage loan when you make a purchase offer, a financial statement can be extremely helpful to convince the seller that you're a serious bidder. This may be crucial, especially if there's more than one prospective buyer. The person who can best convince the seller that he or she is financially able to swing the deal with no glitches often prevails, even if the offer isn't the highest.



**This statement is for you, not your lender.** No matter how much debt a lender ultimately says you can handle, the purpose of this statement is to help you develop your own realistic picture of what this debt will mean for your monthly cash flow. The information you collect will help you fill out your loan application, but you won't give this statement directly to the lender. That means that now is not the time to exaggerate your income or underestimate your expenses—you'll only be fooling yourself.



## Directions for Completing the Family Financial Statement

**Top.** Indicate the name(s), address(es), home phone number(s), employer's name(s) and address(es) and work phone number(s) for yourself and any co-borrower. A co-borrower includes a spouse, partner, friend, or nonspouse relative with whom you are purchasing the house.

### Worksheet 1: Income and Expenses

This worksheet shows you how much disposable income you have each month, a key fact in determining how big a mortgage you can qualify for. In columns 1 and 2, you and any co-borrower each list your monthly income and expenses. Total them in column 3.

- IA. Monthly gross income.** List your gross monthly income from all sources. Gross income means total income before amounts such as taxes, Social Security, or workers' compensation are withheld.
- 1. Employment.** This is your base salary or wages plus any bonuses, tips, commissions, or overtime you regularly receive. If your income is irregular, take the average of the past 24 months. If you have more than one job, include your combined total.
  - 2. Public benefits.** Include income from Social Security, Disability, Temporary Assistance for Needy Families (TANF), Supplemental Security Income (SSI), and other public programs.
  - 3. Dividends.** Include all dividends from stocks, bonds, and similar investments.
  - 4. Royalties.** If you have continuing income from the sale (licensing) of books, music, software, inventions, or the like, list it here.
  - 5. Interest and other investment income.** Include interest received on savings or money market accounts, or as payments on rental property. If the source of the income has costs associated with it (such as the costs of owning rental property), include the net monthly profit received.
  - 6. Other.** Include payments from pensions, child or spousal support, or separate private maintenance income. Specify the source.
- IB. Total monthly gross income.** Total items 1–6. (This is the figure that lenders use to qualify you for mortgages.)
- IIA. Monthly nonhousing expenses.** List what you spend each month on items such as child care and clothing. These won't interest the lender as much as they are important to you in evaluating how much house you can afford. Here are some notes clarifying specific items. Also, see Form 63, Daily Expenses, for advice on computing average monthly expenses.
- 3. Food.** Include eating at restaurants, as well as at home.
  - 6. Personal.** Include costs for both personal care (haircuts, shoe repairs, and toiletries) and personal fun (attending movies; buying CDs and lottery tickets; subscribing to newspapers). Also, include any regular personal loan payments.
  - 7. Education.** Include monthly payments for education loans here, plus educational payments, such as your child's private school tuition.
  - 9. Transportation.** Include costs for both motor vehicles (include monthly car loan payments, but exclude insurance) and public transit. Include monthly upkeep for a vehicle and a reasonable amount for repairs.
  - 10. Other.** Specify such expenses as regular monthly credit card payments, charitable or religious donations, savings deposits, and child or spousal support payments.
- IIB. Current housing expenses.** If you currently own a home, list the mortgage and interest, taxes, insurance and utilities, including gas, electricity, water, sewage, garbage, telephone, and cable service. If you rent, include your monthly rent and renter's insurance (if any).
- IIC. Total monthly expenses.** Here, total your nonhousing and housing expenses.



## Worksheet 2: Assets and Liabilities

- I. Assets.** In columns 1 and 2, you and any co-borrower write down the cash or market value of the assets listed. Total them up in column 3.
- A. Cash and cash equivalents.** List your cash and items easily converted into cash. Deposits include checking accounts, savings accounts, money market accounts, and certificates of deposit (even if there is a withdrawal penalty).
- B. Marketable securities.** Here you list items like stocks and bonds that are regularly traded and that you can normally turn into cash fairly readily, although not always at the price you'd wish. List the cash surrender value of any life insurance policy. Include items such as a short-term loan you made to a friend under the category "Other."
- C. Total cash and marketable securities.** Add up items A and B.
- D. Nonliquid assets.** These are items not easily converted into cash.
- 1. Real estate.** List the market value—the amount the property would sell for.
  - 2. Retirement funds.** Include public or private pensions and self-directed accounts (IRAs, Keoghs, or 401(k) plans). List the amount vested in the plan.
  - 3. Business.** If you own a business, list your equity in it (market value less the debts on the business). Many small businesses are difficult to sell, and therefore difficult to value, but do your best.
  - 4. Motor vehicles.** List the current market value of any car, truck, RV, or motorcycle, even if you're still making payments. Check used car guides for the information; you can check the Kelly Blue Book online at [www.kb.com](http://www.kb.com).
  - 5. Other.** Include nontangible assets such as copyrights, patents, and trademarks. Yes, it is hard to value these types of assets, but it can be done, especially if you've been receiving income and it promises to con-

tinue. Depending on your field, professional organizations that serve authors, inventors, musicians, or software writers may be able to help. In the "Other" category, also include the current value of long-term loans you've made to others, and any really valuable personal property such as expensive jewelry or electronic gear.

**E. Total nonliquid assets.** Total up items D1–5.

**F. Total all assets.** Total up items IC and IE.

**IIA. Liabilities—Debts.** In columns 1 and 2, you and any co-borrower write the total balances remaining for your outstanding loans under their respective categories.

Under "Other," don't include monthly insurance payments or medical (noninsurance) payments, as these go on Worksheet 1, Section IIA, Monthly Expenses—Nonhousing. Do include stock pledges, lawyer's and accountant's bills, and the like.

**IIB. Total Liabilities.** Total the monthly payments and balances remaining for items 1–7.

**III. Net Worth.** Total of all assets minus total liabilities.

### Signing Instructions

No one needs to sign the Family Financial Statement. Simply fill it out and use it to help evaluate how much house you can afford.

## Form 53: Monthly Carrying Costs Worksheet

Your next step in determining how much house you can afford is to complete Form 53, the Monthly Carrying Costs Worksheet. To use the worksheet, you will need to provide the following information:

**Line 1: Estimated purchase price.** How much money you'll need to spend on a house likely to have at least most of the "must have" features listed on your Ideal House Profile (Form 49).

**Line 2: Down payment.** Enter the down payment you plan to make.

**Line 3:** Subtract your anticipated down payment (line 2) from your estimated purchase price (line 1). The result is the amount you'll need to borrow.

**Line 4: Interest rate.** Check mortgage interest tables printed in the Sunday newspaper real estate section and online websites featuring mortgage information. Loan brokers can also be a valuable resource when it comes to determining how much interest you'll need to pay. Use the Mortgage Rates and Terms Worksheet (Form 54) to shop for a mortgage.

**Line 5: Principal and mortgage interest payment factor per \$1,000 over the length of the loan.** You can find this using the amortization chart below.

**Line 6: Monthly mortgage payment.** Multiply the factor from the amortization chart (line 5) by the loan amount you need to borrow (line 3). For example, if you estimate the house you want to buy will cost \$260,000, a 20% down payment of \$52,000 leaves you with a \$208,000 mortgage loan. Your research shows you can get a 6% interest rate for a fixed-rate loan. The monthly factor per \$1,000 for a 30-year loan at a 6% rate is 6. So your monthly mortgage payments will be  $208 \times 6$ , or \$1,248.

**Line 7: Homeowner's insurance.** You can get exact quotes in advance from insurance agents. Very roughly, expect to spend \$300-\$650 yearly per \$100,000 of house value, depending on where you live and other factors.

**Line 8: Property taxes.** These vary tremendously depending on where you live. You'll need to get an estimate from a local tax assessor's office.

**Line 9:** Now add up your mortgage payment (line 6), insurance (line 7) and taxes (line 8). This is your monthly carrying cost (also called PITI—principal, interest, taxes, insurance).

**Line 10: Long-term debts.** These are items such as monthly payments on a car or student loan. Exclude any debts that will be paid off within ten months.

**Line 11: Private mortgage insurance (PMI).** Your lender may require this if you're making a down payment of less than 20% and aren't taking out a second mortgage. PMI is often about .5% of the loan.

**Line 12: Homeowners' association fee.** You may have to pay this monthly fee if you're looking at a condo or a house in a development.

**Line 13:** Add lines 9–12 for the sum of your total monthly carrying costs and long-term debts.

**Line 14: Lender qualification.** Other things being equal (which they rarely are), lenders normally want you to make all monthly payments (mortgage payment, property taxes and homeowner's insurance) with 28%–44% of your monthly income. Whether you qualify at the bottom or top of this range depends on the amount of your down payment, the interest rate on the type of mortgage you want, your credit score, and the level of your other long-term debts. Your credit score, a numerical measure that reflects how you've managed credit in the past, is an especially important consideration for many lenders.

**Line 15:** Divide line 13 by line 14 to determine the monthly income needed to qualify.

**Line 16:** Multiply line 15 by 12 to calculate the yearly income to qualify.

## Signing Instructions

No one needs to sign the Monthly Carrying Costs Worksheet. Simply fill it out and use it to help evaluate how much house you can afford.



**Get preapproved.** Once you've done the basic calculations and completed your financial statement, you can ask a lender for a preapproval letter, saying that you're able to purchase a loan up to a maximum amount.

### Mortgage Principal and Interest Payment Factors (Per \$1,000)

Interest rates (%)	15-year mortgage	20-year mortgage	25-year mortgage	30-year mortgage
4.00	7.40	6.06	5.28	4.77
4.25	7.52	6.19	5.42	4.92
4.50	7.65	6.33	5.56	4.07
4.75	7.78	6.46	5.70	5.22
5.00	7.91	6.60	5.85	5.37
5.25	8.04	6.74	5.99	5.52
5.50	8.17	6.88	6.14	5.68
5.75	8.30	7.02	6.29	5.84
6.00	8.44	7.16	6.44	6.00
6.25	8.57	7.31	6.60	6.16
6.50	8.71	7.46	6.75	6.32
6.75	8.85	7.60	6.91	6.49
7.00	8.99	7.75	7.07	6.65
7.25	9.13	7.90	7.23	6.82
7.50	9.27	8.06	7.39	6.99
7.75	9.41	8.21	7.55	7.16
8.00	9.56	8.36	7.72	7.34
8.25	9.70	8.52	7.88	7.51
8.50	9.85	8.68	8.05	7.69
8.75	9.99	8.84	8.22	7.87
9.00	10.14	9.00	8.39	8.05
9.25	10.29	9.16	8.56	8.23
9.50	10.44	9.32	8.74	8.41
9.75	10.59	9.49	8.91	8.59
10.00	10.75	9.65	9.09	8.78
10.25	10.90	9.82	9.26	8.96
10.50	11.05	9.98	9.44	9.15
10.75	11.21	10.15	9.62	9.33
11.00	11.37	10.32	9.80	9.52
11.25	11.52	10.49	9.98	9.71
11.50	11.68	10.66	10.16	9.90
11.75	11.84	10.84	10.35	10.09
12.00	12.00	11.01	10.53	10.29

## Form 54: Mortgage Rates and Terms Worksheet

As with any other consumer product, you can save by carefully shopping for a mortgage. But because of the wide variety of mortgages on the market (fixed, adjustable, and hybrid) and the fact that fine-print terms can significantly influence how much you'll really have to pay, it's essential that you carefully compare the total cost of different deals.

You can use the Mortgage Rates and Terms Worksheet to keep track of information you collect on different loans. You can use it whether you'll be working with a loan broker (a person who specializes in matching house buyers and appropriate mortgage lenders) or shopping for a mortgage on your own.

This form is important for three primary reasons:

- Filling it out all but requires that you really understand the fine-print details of every loan you consider.
- Having this information will be an invaluable aid to your memory; days or weeks later you can check what you've been offered.
- Assuming you get information about more than one loan, it will let you efficiently compare features.

### Instructions for Completing the Mortgage Rates and Terms Table

#### Heading

At the top of the table, enter the lender's name (such as Bank of Richmond), the name of the loan agent you met or spoke with, the agent's phone number, and the date of your meeting or telephone conversation.

#### Section 1: General Information

Enter the type of loan: fixed or adjustable; the rate, if it's a fixed mortgage; whether it qualifies for government financing (if that's a need you have); the minimum down payment required; whether private mortgage insurance (PMI) is required and, if so, whether you'll need to set up an impound account; the term (number of years of the loan); whether it's

assumable; whether it has a prepayment penalty; and whether it has negative amortization and, if so, whether it lets you (and for how much) lock in at a certain rate. See the table below for a brief description of key mortgage terms. For more information, check the “property and money” section of Nolo’s website at [www.nolo.com](http://www.nolo.com).

### **Section 2: Debt-to-Income Ratios Information**

Here you need to indicate the percentage of your income each lender allows for the monthly carrying costs to obtain the mortgage, and for monthly carrying costs plus monthly payments on other long-term debts. Then, based on these debt-to-income ratios, enter the maximum loan each lender will make.

### **Section 3: Loan Costs**

If possible, enter the costs associated with getting the loan—the number of points and their cost, PMI, additional loan fee, credit report, application fee, appraisal fee, and other miscellaneous costs. Then total them up. Your estimate will have to be rough, because most lenders won’t estimate closing costs until they start processing your loan. Even then, the costs are still estimates. You won’t know the actual total of loan costs until you review the final papers you need to close escrow.

### **Section 4: Time Limits**

You want to know how long it will take to process your loan application and, if it’s approved, come up with the money (called “funding the loan”), enabling you to close the deal. Enter this information in the fourth section. Also, pay attention to the following items:

- the date each month your payment will be due; the first of the month is standard, although some portfolio lenders set the 15th of the month
- how many “grace” days you have (after which the payment is considered late—15 days is standard), and
- the fee for late mortgage payments.

### **Section 5: Other Features**

If the loan has any special features, such as discounted points if you have a savings account with the bank, indicate them.

### **Section 6: Fixed Rate Two-Step Loans**

If you look at any fixed rate loans that step up to a higher rate after several years, indicate the initial annual percentage rate, and for how many years it stays in effect.

### **Section 7: Fixed Rate Balloon Payment Loans**

If you are considering a fixed rate loan for a short period (often three, five, or seven years) that ends with one large balloon payment, indicate the interest rate and monthly payment, the term of the loan and the amount of the balloon payment.

### **Section 8: Adjustable Rate Mortgages (ARMs)**

First, enter the adjustable loan criteria—what index it’s tied to and the amount of the margin.

Next, write down interest rate information—the initial rate, how long it lasts, the interest rate cap, the adjustment period, and the life-of-the-loan cap. Be sure you understand whether the interest rate cap is a true periodic cap (caps both what you pay and what you owe) or is a payment cap that lets the amount you owe increase (negative amortization).

Finally, enter the payment information—the initial payment, cap, and payment cap period. Also calculate your worst-case scenario: the highest interest rate and monthly payments possible with the adjustable rate loan offered for different time periods.

### **Section 9: Hybrid Loans**

If you are interested in an ARM that has a fixed rate for the first few years and then becomes adjustable, enter the information here. Pay particular attention to how much the interest rate can jump at the first adjustment period.

## **Signing Instructions**

No one needs to sign the Mortgage Rates and Terms Worksheet. Simply fill it out and use it to help compare various loan options and packages.

## Key Mortgage Terms

**Fixed rate mortgage.** The interest rate and the amount you pay each month remain the same over the entire mortgage term, which is traditionally 15 or 30 years. A number of variations are available.

**Adjustable rate mortgage (ARM).** The interest rates on these mortgages fluctuate according to interest rates in the economy. Initial interest rates are typically offered at a discounted interest rate lower than for fixed rate mortgages. Over time, when initial discounts are filtered out, ARM rates will fluctuate as general interest rates go up and down. Several types of ARMs are available, including an ARM–fixed rate hybrid mortgage and ARMs that come with monthly payment options. A “margin” is the factor or percentage a lender adds to the index rate to arrive at the interest rate you pay over the market rate. All ARMs have caps, which come in various forms. A life-of-the-loan or overall cap is the maximum (such as five or six percentage points) your interest rate can go up or down over the term of your mortgage. A periodic cap limits the amount your interest rate can go up or down at each adjustment period, such as going up 2% annually, with your payments increasing accordingly.

**Negative amortization.** Sometimes called “deferred interest” or “interest advances,” negative amortization can take away many of the advantages provided by periodic caps on ARMs. That’s because with negative amortization, if interest rates rise, your payment cap only works to limit the amount your monthly payment can go up (not the total you owe, which is not capped). The extra money over the cap is simply added onto the mortgage total you owe, often with the result that you’ll owe larger payments in the future or a large balloon payment at the end of the mortgage.

**PMI and impound account.** Lenders may require private mortgage insurance (PMI) if you’re making a down payment of less than 20%. Some PMI policies require that you set up an impound account, where you deposit up to a year’s payments of PMI when the house purchase closes. In addition, you make

monthly payments into the impound account for property taxes and homeowner’s insurance, which in turn are paid by the lender or company that services the loan. To avoid PMI, you can take out a second mortgage to cover the difference between the amount of money you have for your down payment and the 80% first mortgage.

**Assumable.** A loan that a creditworthy buyer can take over (assume) from a seller. Most fixed-rate loans are not assumable.

**Prepayment penalty.** A charge for paying off your mortgage early. Most high-quality commercial mortgages don’t charge a prepayment penalty.

**Rate lock-in.** A lender’s guarantee to make a loan at a particular interest rate, even if the market changes within a specific time period, such as three to six weeks.

**Debt-to-income ratios.** The ratio of your monthly mortgage payments (including insurance and property taxes) plus long-term debts to your income; also called lender qualification.

**Monthly carrying costs.** The sum of your monthly payments for your mortgage, homeowner’s insurance, and property taxes.

**Points and loan costs.** The fees associated with getting a mortgage, which usually add up to 2%-5% of the cost of the mortgage. Points make up the largest part of lender fees, with one point equaling 1% of the loan principal. Often, loans charging more points have a slightly lower interest rate. If you will own a house for many years, paying relatively high points to get a lower fixed rate of interest is usually a good idea—you have years in which to enjoy the lower interest payments and amortize the cost of the points. But the reverse is also true—if you will move in three to five years or less, try to pay as few points as possible even if you pay a little more interest.

**Time limits.** How long it takes to process your loan application, including the time required to run a credit check, appraise the property, get your loan approved, and come up with the money (“fund the loan”).

## Form 55: Moving Checklist

Congratulations! If you are looking at this form, chances are you found a good house, closed escrow, and are getting ready to move in. Use the Moving Checklist to help you plan your move.

## Signing Instructions

No one needs to sign the Moving Checklist. Simply fill it out and use it to keep track of moving tasks.







## Buying or Selling a Car, Dog, or Other Personal Property

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Form 56: Motor Vehicle Bill of Sale .....	7/2
Form 57: Boat Bill of Sale .....	7/3
Form 58: Computer System Bill of Sale .....	7/3
Form 59: General Bill of Sale .....	7/4
Form 60: Bill of Sale for Dog .....	7/4



This chapter contains forms for use when you sell used personal property, such as a car, boat, appliance, furniture, or computer. It also includes a bill of sale for a dog. These simple bills of sale are designed to be used to record the terms of sale of all types of property (with the exception of real estate and securities, which are closely regulated by law).

A bill of sale is a written document that, at a minimum, includes:

- the names of the seller(s) and buyer(s) (there may be two sellers—for example, if the goods are co-owned as joint property by a husband and wife)
- a statement that a sale has taken place
- a description of the item(s) sold
- a statement of the amount paid, and
- the signature of the person selling the property and the date of the signing.

In addition, the bills of sale in this chapter often include:

- a promise by the seller that she owns or otherwise has the right to sell the item, and details of any liens or encumbrances giving someone else ownership in the goods being sold
- a written warranty or guarantee that the item is in good condition and will be repaired or replaced if it fails within a certain period
- disclosures of any major defects known to the seller, and
- a statement that the item has been inspected by an expert and that the expert's report is attached, if appropriate.



**Use a well-drafted bill of sale to head off future legal trouble.**

When used cars, boats, and other items of property are sold without a written bill of sale, the chances of future legal problems—maybe even a court battle—go way up. Far better to define in advance all key terms of the sale, including the condition of the goods being sold and whether the sale includes any seller's warranty (for example, 30 days on parts and labor) or is made "as is."

In some states, a bill of sale must have a notary clause. Although this isn't common, we've included a Certificate of Acknowledgment of Notary Public on

each of the bill of sale forms included in this chapter. If your state doesn't require notarization, you don't need to use it—but it can never hurt. See the Introduction, Section D1, for more about notarization.

## Form 56: Motor Vehicle Bill of Sale

Use this bill of sale when you buy or sell a vehicle that must be registered with your state's motor vehicles department. This typically includes cars, trucks, motorcycles, recreational vehicles, and motor homes. It does not include stationary nonregistered mobile homes that are designed to be used semipermanently at a fixed location such as a mobile home park. Such homes are commonly treated as real property—just as if they were houses—and as such are covered by special transfer, financing, and recording rules not discussed here. This category of motor vehicle also doesn't include off-road farm machinery—for that, use Form 59 (General Bill of Sale)—unless it can be registered in your state as a motor vehicle.

Describe the vehicle in detail on the bill of sale, including the vehicle identification number, or VIN (this is typically found on the driver's side of the dashboard, close to the windshield), and indicate the price paid. (Your state motor vehicles department needs the price to compute the sales tax.) List any personal property included in the sale, such as a bicycle rack.



**Double check ownership interest in vehicle.**

A buyer who doesn't know the seller is advised to check with the motor vehicles department where the vehicle is registered to be sure that the seller is the owner, and that no one else claims an ownership interest (lien) in the vehicle, as would be the case if the seller hadn't yet repaid a purchase loan. You can get additional useful information about the vehicle's ownership history from services such as Carfax Vehicle Reports at [www.carfax.com](http://www.carfax.com) or Autocheck at [www.autocheck.com](http://www.autocheck.com) if you have the VIN. For example, you can learn whether the car was ever severely damaged and "salvaged" or has had the odometer rolled back.

Clauses 4 and 5, aimed at providing the buyer full disclosure regarding any mechanical problems with the vehicle, give the seller his best chance to

avoid future legal problems. If the vehicle is inspected by a mechanic who prepares a written report that is given to the buyer, and the seller conscientiously lists all known defects, it's highly unlikely that an unsatisfied buyer can later get a judge to agree that the seller was guilty of misrepresentation.

The seller can add a short warranty covering parts or labor or both to Clause 8 if desired.

Be sure to contact your state motor vehicles department for any special requirements when selling a motor vehicle, such as successfully qualifying for a smog certificate. If these exist, include them in Clause 8.

If the seller hasn't fully repaid a loan on the vehicle, he or she should ask the lender if its permission is required in order to sell the vehicle. If the vehicle is leased, the seller should ask the lessor what it requires of the seller before the vehicle can be transferred or sold.

### Signing Instructions

The buyer(s) and seller(s) must sign the Motor Vehicle Bill of Sale for it to be valid. Print out two copies of the form (or enough for each person signing the form to have their own copy). Each person should sign and date all copies of the form and keep a signed document with all original signatures for their own record.

Be sure to check with your state motor vehicles department regarding any official signing requirements that must be met. For example, the seller's signature on the vehicle's title probably must be notarized. And in some states the bill of sale itself needs to be notarized. (If so, see the instructions about notarization on page 6 of the Introduction.) In addition, the seller may need to file an official form to avoid liability if the buyer hits someone with the vehicle after the sale, and the buyer may have to file an official form to register the vehicle in his or her name.

### Form 57: Boat Bill of Sale

This form is similar in content to the Motor Vehicle Bill of Sale (Form 56), but it covers boats of all kinds.

The form contains questions concerning details of the boat, as well as any engines, electronics, and other equipment that are to be sold in this transaction.

Carefully read the discussion that accompanies Form 56, Motor Vehicle Bill of Sale, especially the advice about arranging for an inspection by a third party and having the seller list (disclose) all defects, so a buyer has no grounds to claim later that the condition of the boat was misrepresented.

This bill of sale includes a number of entries unique to boat sales. Fill in the details key to your sale, such as a thorough list of all personal property items included in the sale or the maintenance history of the boat.

If the seller hasn't fully repaid a purchase loan on the boat, he or she should ask the lender whether its permission is required in order to sell the boat.

### Signing Instructions

The buyer(s) and seller(s) must sign the Boat Bill of Sale for it to be valid. Print out two copies of the form (or enough for each person signing the form to have their own copy). Each person should sign and date all copies of the form and keep a signed document with all original signatures for their own record.

Be sure to check with your state motor vehicles department (or the department in your state that registers boats) regarding any official signing requirements that must be met. For example, the seller's signature on the boat's title probably must be notarized. In addition, the seller may need to file an official form to avoid liability if the buyer hits someone with the boat after the sale, and the buyer may have to file an official form to register the boat in his or her name.

### Form 58: Computer System Bill of Sale

This bill of sale should be used for computers, computer peripherals, and software, especially where a whole system is being sold. If only one or two components are being sold, Form 59, the General Bill of Sale, should be adequate. Before using this form, review the material that precedes the Motor

Vehicle Bill of Sale (Form 56). It discusses a number of the key clauses in this agreement.

### Signing Instructions

The buyer(s) and seller(s) must sign the Computer System Bill of Sale for it to be valid. Print out two copies of the form (or enough for each person signing the form to have their own copy). Each person should sign and date all copies of the form and keep a signed document with all original signatures for their own record.

### Form 59: General Bill of Sale

Form 59, the General Bill of Sale, should be used for the sale of personal property, such as jewelry, art works, sports equipment, rare books, furniture, collections, appliances, tools, photographic equipment, and electronic items. Do not use this form if you are selling a car or other motor vehicle, boat, or computer system (these categories are specifically covered above). Before using this form, read the brief discussion that precedes the Motor Vehicle Bill of Sale (Form 56), which discusses key clauses in a bill of sale.

### Signing Instructions

The buyer(s) and seller(s) must sign the General Bill of Sale for it to be valid. Print out two copies of the form (or enough for each person signing the form to have their own copy). Each person should sign and date all copies of the form and keep a signed document with all original signatures for their own record.

### Form 60: Bill of Sale for Dog

Use this bill of sale when you buy or sell a dog in a transaction with a private party or a breeder. It spells out exactly what terms the seller is promising, includ-

ing price, how and when the dog will be turned over to the buyer, and who will pay shipping costs (if any). Form 60 provides basic information on the dog, including birth date, medication information such as vaccination history, health, name of breeder, special training (if any), and registration with the American Kennel Club or other entity. Most of the form is self-explanatory. You can also add any items of special concern—for example, if the seller wants the buyer to promise to have the dog spayed or neutered.

Clause 6 gives the buyer two options if a veterinarian certifies, in writing, that the dog has a disease or a congenital defect that was present when the buyer bought the dog. Within 14 days, the buyer may either return the dog to the seller and be reimbursed for the purchase price and for reasonable veterinary bills already paid, or keep the dog and also receive reimbursement for reasonable veterinary bills, up to the amount of the purchase price.

**If you're buying a dog from a pet store:** You may have other legal rights in addition to those set out in this bill of sale. Because consumers have had so many problems with dogs bought in pet stores, many states impose special requirements on pet retailers that don't apply to breeders who raise and sell dogs themselves. You may be entitled to a disclosure sheet, stating where the animal came from (it may have been shipped across the country at a young age), and its health and vaccination history. You may also have a right to return or exchange an unhealthy dog, or get reimbursement for veterinary bills, that is different from the right this bill of sale gives you. You can check your state's law by looking on the Nolo website at [www.nolo.com/statute/index.cfm](http://www.nolo.com/statute/index.cfm).

### Signing Instructions

The buyer(s) and seller(s) must sign this Bill of Sale for Dog for it to be valid. Print out two copies of the form (or enough for each person signing the form to have their own copy). Each person should sign and date all copies of the form and keep a signed document with all original signatures for their own record. ■



## Renting Personal Property and Storing Goods

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Form 61: Personal Property Rental Agreement .....	8/2
Form 62: Notice of Termination of Personal Property Rental Agreement .....	8/2
Form 63: Storage Contract .....	8/3

People frequently rent tools, equipment, and other personal property. While equipment is often rented from commercial companies that have their own forms, it is also common to rent objects from a neighbor or friend as an informal way of helping your friend or neighbor with the purchase cost.

Many rented items are used to perform a particular task, as would be the case if you rented a rototiller and weight drum to lay sod, or a power saw and sander to do a small remodeling job around your home. In other situations, you might rent property for a recreational purpose—for example, if you're assigned to bring a volleyball net and badminton set to the family reunion.

This chapter includes a form for renting personal property. You can tailor this based on the type of property you're renting, its value, and how long you need to rent it for. The chapter also includes a notice to end this type of rental agreement.

In addition to borrowing or renting tools, equipment, and other items, people often turn to friends or neighbors to store their personal property, such as furniture, for an extended period of time. This chapter includes a storage contract for use in these situations.

Whether or not a rental or storage fee is paid, it makes sense to write down your understanding of key issues, such as the length of the rental or storage period and who will be responsible if the rented or stored property is damaged. Having a written agreement is especially important if valuable property is to be rented or stored for an extended period. If any problem comes up, having a simple written contract will help you arrive at a fair settlement and preserve relations between the parties.

## Form 61: Personal Property Rental Agreement

You can use Form 61 for a short-term rental (30 days or less) of personal (non-real estate) property. It is primarily geared toward renting relatively inexpensive personal property from a neighbor or

friend. It is not intended to be used for rental of a motor vehicle, motorcycle, ATV, boat, personal watercraft, or the like. Because not much is at stake, this rental agreement doesn't deal with the many potentially complex issues that can arise when expensive property is rented for an extended period. But this personal property rental agreement does a great job of covering the basics, including the names of the parties (Owner and Renter), a description of the property and its condition, the amount of rent (if any), length of the rental period, and delivery arrangements. It includes a dispute resolution clause that provides for negotiation, mediation, and/or arbitration as a means for the parties to resolve any disputes that may arise over the agreement. (See Section E of the Introduction for more on dispute resolution procedures.)

### Signing Instructions

The owner and the renter must both sign this Personal Property Rental Agreement for it to be valid. Print out two copies of the form (or enough for each person who will be signing the form to have their own copy). Each person should sign and date all copies of the form and keep a signed document with all original signatures for their own records.

## Form 62: Notice of Termination of Personal Property Rental Agreement

This form can be used by either the owner or the renter to end any personal property rental agreement that is not made for a specific period. You do not need to give a reason (unless this is required by your rental agreement—not the case with Form 61).



**Do not use this termination notice if you have rented personal property for a specific rental period.** In that case, you cannot terminate the agreement unless both parties agree.

## Signing Instructions

Simply sign the Notice of Termination of Personal Property Rental Agreement and give it to the other party. Keep a copy for your records, and note on your copy the date and time you delivered the Notice.

## Form 63: Storage Contract

It is common to store property with friends and relatives—everything from bikes, beds, and books to washing machines, weights, and walking sticks. Sometimes, this amounts to nothing more than leaving a few small objects for a short time. On other occasions, however, it means storing a household or garage full of goods for a year or more. In many situations involving friends and family, money isn't charged for storage, although payment certainly can be appropriate when bulky or valuable objects are stored for a considerable period of time. This is especially true when the goods are stored in a place (for example, a garage or spare room) that might otherwise be rented or used.

Form 63 covers the basics of storing personal property, including the names of the parties (we call them Property Owner and Property Custodian); a description of the property being stored and its condition and value; storage location, term, and payment; who's responsible for theft of or damage to property during the rental period; and how the custodian will deal with abandoned property never reclaimed by the owner. This storage contract includes a dispute resolution clause that provides for negotiation, mediation, and/or arbitration as a means for the parties to resolve any disputes that may arise over the agreement. (See Section E of the Introduction for more on dispute resolution procedures.)

It is especially important that you carefully identify property and its value and condition. One common cause of disputes concerns a property owner claiming that a valuable item is missing, while the property custodian says it was never present in the first place. The best way to prevent this is to make a thorough list of the items to be stored and in this age of digital cameras, it's a good idea to take pictures and attach them to the contract. In Clause 1, you should identify each item as thoroughly as possible, including (as appropriate) the make, model, year, color, and condition. Also, when you specify the value of the property (Clause 8), be sure you're clear as to whether you mean the replacement value or the fair market value of the property, such as a TV set. (You'll be asked to make a choice.) Replacement value is how much it would cost for you to buy another of this item, such as the cost of a new TV set. Fair market value is how much you get for an item, such as a TV set, if you sold it—for example, at a garage sale. Whichever you choose, specify the value of each item you store, to reduce the chance of a misunderstanding if any items are damaged or missing. Use Clause 9 to spell out any defects or damage in the property being stored (such as a stain on a sofa). Use Clause 14 to describe any special terms of the storage—for example, if you want the Property Custodian to start the car at least once a week while it's in storage.

## Signing Instructions

You must both sign this Storage Contract for it to be valid. Print out two copies of the form (or enough for each person who will be signing the form to have their own copy). Each person should sign and date all copies of the form and keep a signed document with all original signatures for their own records. ■






## Home Repairs and Maintenance

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Form 64: Home Maintenance Agreement.....	9/3
Form 65: Home Repairs Agreement.....	9/3
Form 66: Contractor Mid-Job Worksheet.....	9/4



This chapter contains three agreements that cover home maintenance and repairs, as well as other work you plan to have done at your residence, such as painting or yard work. To assure yourself of a good job, your most important task is to find a contractor that has done excellent work for a number of other people in your community. (Our forms use the term “contractor” for someone who does home repairs or maintenance.) But even with a highly recommended person, serious misunderstandings between a homeowner and contractor can easily arise if the key job specifications, payment details, and work schedule haven’t been carefully worked out and written down before the work begins. That’s the purpose of these forms. These written agreements will help you get the work done right, on time, and within your budget.

 **The two forms in this chapter are not suitable for complicated jobs where the contractor will have to replace or install significant materials.** You’ll need a more detailed contract than the ones provided here if you’re planning on remodeling a kitchen, building a deck, adding a room, putting on a new roof, or painting the complete exterior or interior. A large firm doing major home repairs and remodeling will usually present you with its own contract. The forms in this chapter can help you analyze an agreement proposed by a contractor and make sure the basics are covered.


## State Licensing and Registration Requirements for Home Repair Work

Almost all states have licensing requirements for certain categories of highly skilled home improvement and construction work. For example, most states license people who do residential electrical and plumbing work or who build new structures. By contrast, there is less uniformity among the states as to whether licensing is required for contractors who do general repair and remodeling work, such as framing, drywall installation, paneling, deck construction, siding, and painting.

License and registration requirements are often tied to the following factors:

- **Size of the project**—for example, a license may be required for work on any job over \$5,000.
- **Type of job**—some states require a license for plumbing or electrical work but not for painting.
- **Location of contractor**—most states regulate contracting work of any type that is done by out-of-state contractors.

Most states that require a license for general repair and remodeling tasks require some experience and skills training, and some evidence of financial responsibility or effective customer recourse policy. For details, call your state Consumer Protection Office or visit its site on the Web to find out if your state regulates the type of contractor you are hiring, and if so, the name and phone number of the agency that does the regulating, such as the State Contractors’ Licensing Board. Then contact the agency directly for information. Many state agencies publish and distribute free consumer information on home repair work.

 **Beware of unlicensed contractors.** Even where licenses are required, you can always find someone unlicensed who will do the work, usually promising a cheap price. Be wary about accepting these offers when the work requires a license—unlicensed contractors are not bonded. And, of course, an unlicensed contractor is almost sure to work without getting a building permit, which may cause problems later as discussed below.

Some states require people who do home repair and remodeling work to register with the state. Registration usually does not require any demonstration of experience or training. It is primarily designed to keep track of people offering contractor services so that homeowners can locate them if something goes wrong during or after the job.

## Local Permits and Approvals for Home Repair Work

In addition to state licensing and registration rules, homeowners often must obtain a permit from a city or county agency for jobs that involve structural alterations, additions (a new room), substantial remodeling (a kitchen or bathroom), or new electrical wiring or plumbing installations. Permits are usually not required for casual carpentry, minor plumbing and electrical repairs, or replacing a window or door.

In addition to a local permit, if the house is part of a condominium complex or planned unit development, a homeowner's association or "architectural review committee" will insist on formal approval of the work if the work affects the home's exterior appearance. Homeowner association approval is usually necessary for new windows, exterior painting, roofing, and room additions.

Either the homeowner or the contractor must be responsible for getting information about the necessary permits. If the job requires a permit or approval, but no one obtains it, the homeowner may have to redo all or a portion of the work if a later inspection reveals deficiencies. Also, the value of the home may be adversely affected when it comes to resale if the buyer learns of the nonpermit work.

## Independent Contractor Versus Employee

Our contracts (Clause 4) assume that the person who will come to your house is an independent contractor, not your employee. As long as the contractor is doing one job or occasional work, this is legal. If the person will work for you regularly (an everyday gardener, for example), the law probably requires that you treat him as an employee, for whom you are legally required to pay income taxes, Social Security, and other benefits.



For more information on the difference between an independent contractor and an employee, see IRS Form SS-8, available on the IRS website at [www.irs.gov](http://www.irs.gov), or by phone at 800-424-FORM.

## Dispute Resolution Clause

The two forms in this chapter do not include a dispute resolution clause mandating mediation and arbitration to resolve disputes before going to court. If you would like to include a dispute resolution clause in either of these forms, see the Introduction, Section E, which explains how.

## Form 64: Home Maintenance Agreement

Form 64 is intended for unskilled labor on a one-time job that isn't expected to last for more than a day or two and doesn't need a significant amount of materials. Typical jobs that fall into this category are hauling refuse, cleaning a garage or house, washing windows, and gardening and other yard work. Such jobs are usually performed by one person who supplies the required tools.

This form is easy to complete. Simply spell out the details of the work and the amount, form, and schedule of payment.

## Signing Instructions

You (the homeowner) and the contractor must sign this Home Maintenance Agreement for it to be valid. Print out two copies of the form and have each party sign and date both copies of the form. Give the contractor one of the signed documents and keep the other for your own records.

## Form 65: Home Repairs Agreement

Form 65 covers home repairs done by skilled labor for a job that isn't expected to take more than a few days, such as installing new locks or windows, non-structural carpentry repairs, touch-up painting, masonry work, and roofing repairs. Use it to spell out details as to the who (names of the homeowner and contractor), what and how (specific details of the job, such as painting the kitchen or installing new bathroom floor), how much (dollar amount

and details of payment), and when (beginning and ending dates) of the work.



**Don't pay too much up front—just enough to let the contractor purchase the materials**

**needed to get started.** In addition, it is usually best to agree to make periodic payments that are tied to measurable, easy-to-define goals. Clause 2 is the place to spell out the details of your payment arrangement. For example, you may decide to pay one lump sum at the end of the work, or pay in increments (such as half at the beginning of work and half at the end), or pay an hourly rate for work done.

Simple home repairs probably won't require a contractor's license or permit, but if they do, Clauses 4 and 5 of the Home Repairs Agreement allow you to spell out the details regarding licenses and permits. If you don't need them, follow the instructions in the Introduction, Section B, for deleting unnecessary contract clauses. Clause 6 specifies that the contractor must carry insurance and accept responsibility for injuries that occur during the course of the work.

## Signing Instructions

You (the homeowner) and the contractor must sign this Home Repairs Agreement for it to be valid. Print out two copies of the form and have each party sign and date both copies of the form. Give the contractor one of the signed documents and keep the other for your own records.

## Form 66: Contractor Mid-Job Worksheet

If you've hired a contractor to perform home or business repair or maintenance, you probably have a good idea of what work will be done and what it's going to cost. For extensive jobs, you may have a full-blown contract, which you've accepted by signing it; or, you may have a written bid that you've orally agreed to. Or, you may have only an oral bid and acceptance—basically, you and the

contractor had a conversation and came to an understanding of the work and the cost. All of these methods for recording the scope of the work and the cost are legal and enforceable—although, of course, a written understanding is always preferable. (See Forms 64 and 65, above.)

Having a clear understanding of the extent and cost of the work does not mean, however, that events will always turn out as planned. In fact, anyone who has done even modest remodeling will tell you that you will always have surprises and concerns as work progresses. For all but the simplest of jobs, you're likely to have lots of questions, which will pop up as you arrive home at night to survey the day's work or, more likely, as you lie in bed at night. You'll be wondering, "Will it look like this when it's done?" "Is this the final color?" "Can I change the placement of that fixture?" "Should we do this while we're at it?" and so on. Most importantly, if the scope of the work changes or the time needed to do it increases, you'll want to know how, if at all, these changes affect the original cost of the job.

It's important that you and your contractor have continuing, clear communication about the progress of your repair or remodeling job, and that you not let important questions go unanswered during the brief exchange you typically have with your contractor each morning. The best way to make sure that all of your questions are addressed is to write them down as they occur to you, and to go over the list with your contractor on a daily basis. Even the busiest contractor will pause as you approach with clipboard in hand, and will take a few minutes to go over your questions.

Our Contractor Mid-Job Worksheet, which you'll date as of the day of your discussion, provides a place for you to list your issues and gives you room to record the answer and, possibly, the plan. You'll be able to note whether the intended resolution will vary the bid and, if so, by how much. (To be extra careful, after deciding whether the bid will be affected, you can ask your contractor to initial or sign the form.) You'll also be able to record whether the work or variation was actually done and whether it's satisfactory.

This Worksheet is valuable primarily as a way to preserve and present your questions, but it has other uses, as well. If there is uncertainty later about what you agreed to—and whether it would cost additional money—you'll have a record of the discussion and the plan. If, heaven forbid, you and the contractor get into a legal squabble, your notes will be valuable evidence, as well.

Use our Contractor Mid-Job Worksheet on a daily basis if your project is multifaceted and moving quickly; or use it weekly if progress is slow. Be sure to keep all Worksheets in a safe place (in a folder or binder, along with the original contract), and

keep all documents for at least ten years (the typical time period in which you can sue for most construction defects).

### **Signing Instructions**

For each issue you discuss with your contractor, fill in a row on the Contractor Mid-Job Worksheet to keep track of decisions the two of you reach. Once you reach agreement on a given issue, have your contractor initial the last column, and place your initials next to the contractor's. ■





## Handling Personal Finances

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Form 67: Daily Expenses .....	10/2
Form 68: Monthly Income .....	10/2
Form 69: Monthly Budget .....	10/3
Form 70: Statement of Assets and Liabilities .....	10/4
Form 71: Assignment of Rights .....	10/4
Form 72: Notice to Terminate Joint Account .....	10/5
Form 73: Notice to Stop Payment of Check .....	10/6
Form 74: Request for Credit Report .....	10/6
Form 75: Dispute Incorrect Credit Report Entry .....	10/7
Form 76: Dispute Credit Card Charge .....	10/8
Form 77: Demand Collection Agency Cease Contact .....	10/9

**Y**ou may not think too much about monthly budgets, joint accounts, or stopping payment on a check unless you are having financial problems. But by being proactive—reviewing your finances in advance and knowing your legal rights—you can often avoid legal and money problems. The forms in this chapter are designed for you to get a handle on your personal finances—budgeting, dealing with debts and debt collectors, and reviewing your credit report—whether you’re trying to avoid problems or are in the midst of a crisis.



Detailed information and forms on dealing with debts, planning a budget, rebuilding your credit, and other similar topics can be found in [Solve Your Money Troubles: Get Debt Collectors Off Your Back & Regain Financial Freedom](#) by Robin Leonard and [Credit Repair](#), by Robin Leonard & Deanne Loonin (Nolo).

## Form 67: Daily Expenses

Creating a budget—comparing your average monthly expenses to your total monthly income—is a first step to putting your financial house in order. Although it’s not hard to do, budgeting is a three-step process. Step one is to get a clear picture of how you spend your money. You can do that using Form 67 (Daily Expenses), on which you record everything you spend over the course of a week. Step two is to total up your monthly income using Form 68. The final step is comparing the two. For that you can use Form 69.

Here’s how to use Daily Expenses (Form 67):

1. Make nine copies of the Daily Expenses form (if you’re using the tear-out form) or print a new copy each week. You will use eight copies of the form to record your expenses for about two months. By using your expense figures for two months, you’ll avoid creating a budget based on a week or a month of unusually high or low expenses. If you and another adult (such as a spouse or partner) share finances, make eight copies each. You will use the ninth copy to record other expenses.
2. Select a Sunday to begin recording your expenses; record that Sunday’s date in the blank at the top of one copy of the form.
3. Record every expense you pay for by cash or cash equivalent—check, ATM or debit card, or automatic bank withdrawal—on that week’s form. Include deposits into savings accounts, certificates of deposit, or money market accounts, and purchases of investments. Do not record credit card charges. When you make a payment on a credit card bill, however, list the amount of your payment.
4. At the end of the week, total your weekly expenses. Put away the completed Daily Expenses form, take out another copy and fill it out according to Step 3. Repeat for eight weeks.
5. At the end of the eight weeks, take out the ninth sheet. Anywhere on it, list seasonal, annual, semi-annual, or quarterly expenses you incur each year, but which did not come due during your two-month recording period. Common examples are property taxes, car registration, charitable gifts, magazine subscriptions, tax preparation fees, and auto and house insurance payments. Divide the annual cost of these items by 365 to get the “daily expense.”
6. Total up all expenses on the nine sheets to get your two months’ expenses.

### Signing Instructions

There are no signing instructions for this form. Simply fill it out and use it to evaluate your spending patterns and prepare a budget.

## Form 68: Monthly Income

Use Form 68 together with Form 67 to help you create a budget. On Form 68, total up your monthly income. Be sure to include income information for

both people if you and another adult share finances.

Part A is for jobs for which you receive a salary or wages. Part B is for self-employment income, including sales commissions. Part C is for investment income and Part D is for other sources of income, such as bonus pay, alimony or child support, pension or retirement income, and public assistance.

When you are done listing all sources of income, add them all up for your total monthly income. If your income varies each month, repeat this process for two or three months to determine your average monthly income.



**Don't include your income that is automatically reinvested.** As you list your income, you may be inclined to include your interest and dividends that are automatically reinvested, such as retirement plan income and stock dividends, to get a true sense of your income. But the purpose of creating a budget is to keep track of your actual expenses and the income you have available to pay those expenses. By listing income you don't actually receive, you will be left with the impression that you have more income to cover your expenses each month than you actually receive.

## Signing Instructions

There are no signing instructions for the Monthly Income form. Simply fill it out and use it to prepare a monthly budget.

## Form 69: Monthly Budget

After you've kept track of your expenses (Form 67) and income (Form 68) for a couple of months, you're ready to create a budget using Form 69. Follow these steps:

1. Using your total actual expenses, project your monthly expenses for the categories relevant to you on Form 69 (Monthly Budget). To find your projected monthly expenses, divide the

total of your actual two months' expenses by two. Be sure to include the daily equivalent of any quarterly, semi-annual, or annual expenses that you noted on your ninth sheet of Form 67 (Daily Expenses).

2. Enter your projected monthly expenses into the projected (Proj.) column on Form 69. Remember, this is just an estimate based on two months of recordkeeping. Enter the total at the end of the form, near the bottom of the column.
3. Enter your projected monthly income (bottom line of Form 68) below your total projected expenses on Form 69.
4. Figure out the difference. If your expenses exceed your income, you will have to cut your projected expenses or increase your income.
5. During each month, write down your actual expenses in each category. Do this as accurately as possible—remember, creating a budget is really designed to help you adopt a sound spending plan, not to fill in the “correct” numbers. Check your actual monthly expenditures periodically to help you keep an eye on how you're doing. Are you keeping close to your projected figures? If you are not, you will need to change the projected amount for those categories.



**When a large payment comes due.** While you have included one-twelfth of your quarterly, semi-annual, and annual expenses in each month's projection, those expenses and other unanticipated ones don't arise every month. Ideally, your budget provides for a cushion each month—that is, your income exceeds your expenses—so you'll be able to handle the large payments when they come due by using that month's cushion or the savings you've built up from the excess each month. If you don't have the cash on hand to pay the large payment, you will have to cut back in other expense categories.



## Signing Instructions

There are no signing instructions for this Monthly Budget form. Simply fill it out and use it to balance your income and expenses.

## Form 70: Statement of Assets and Liabilities

Subtracting what you owe (liabilities) from what you own (assets) reveals your net worth. A net worth statement can help you and a lender analyze your eligibility for a loan.

To find your net worth, use Form 70, Statement of Assets and Liabilities. Fill in as much information as you can. Don't worry about listing every asset or debt, as the information on this form changes daily as your assets change value and the balances on your debts rise or fall. You can estimate the date of purchase, or write N/A in this column if you don't know.

What values should you use for your assets? As best you can, you will want to include an asset's current market value—the amount you could get if you sold the item on the open market. This means you are not looking at what you could get in a forced sale—such as a house repossession or foreclosure, or if you had to sell all your personal belongings at a garage sale. Instead, you're looking at what your home could bring in under normal selling conditions, how much you could get for your car by selling it through the paper or to a dealer, and how much your household goods are worth, considering they generally depreciate about 20% a year.



For a related form, specifically geared toward determining eligibility for a home loan, see Form 52, the Family Financial Statement, in Chapter 6.

## Signing Instructions

There are no signing instructions for this Statement of Assets and Liabilities. Simply fill this form out and update it from time to time. Use it to determine your net worth, which will be useful should you apply for a loan.

## Form 71: Assignment of Rights

You can use this form to transfer property or money that you are entitled to receive (for example, under a contract or promissory note) to another person. This is called “assigning” your right to receive the property or money. In legal terms, you are the Assignor, the person transferring a right to property or money to another person, who is the Assignee. For example, if Bette signed a promissory note owing you money and you owe Roger money, you might assign your right to Bette's money to Roger. You are the Assignor and Roger is the Assignee. Or, you might assign your right to receive income from a book contract to your teenage son so that the money would be taxed in his bracket, not yours. (See a tax advisor before you do this, though.)

This Assignment of Rights form provides for one or two assignors and one or two assignees. There may be situations in which two people have the right to receive money or property and jointly transfer that right, or in which two people are granted the right to receive money or property. This typically, but not exclusively, arises when a husband and wife jointly have the right to money or property or are jointly granted such a right. (The Chapter 5 discussion of promissory notes explains the community property system.)

Often the assignment covers a set period, especially when you assign the right to receive payments. Form 71 (Clauses 3 and 4) allows you to specify the beginning and ending dates of the assignment; if you don't have an exact end date in mind, you can simply say that the assignment will end when a specific event occurs or you revoke the assignment.

Here are some questions to ask when considering an assignment:

- **If you are assigning rights based on a previously existing contract, does the contract allow the assignment?** Be sure to read the contract carefully and make sure you can assign your rights under it. For example, leases typically prohibit a tenant's assignment of the lease to another person without the landlord's consent.

Leases and installment purchase contracts for motor vehicles typically prohibit assign-

ment without the lessor's or lender's advance written consent. Mortgages and deeds of trust typically cannot be assigned.

- **Are there tax implications of the assignment?** If you assign money to another person and receive something of equal value in return, there should be no tax implications. If, however, you assign your right to receive money to another person as a gift and the IRS learns of the assignment, the IRS will treat the assignment as a taxable transaction. For many assignments, this won't be a problem because you can make a tax-free gift of up to \$11,000 per individual per year. But if you are assigning more than that, you should get tax advice.
- **Does the assignment substantially change the obligations of the person with whom you signed a contract?** If the contractual obligations will become more onerous, you may not be allowed to make the assignment. For example, if you have signed a contract with Happy Housekeepers to clean your house once a week for \$75, you may not assign this obligation to a neighbor whose house would require a lot more time and effort to clean.

## Signing Instructions

You must sign the Assignment of Rights form for it to be valid. Print out two copies of the form (or enough for each person who will be signing the form to have their own copy). Each person (Assignor and Assignee) should sign and date all copies of the form and keep a signed document with all original signatures for their own records.

## Form 72: Notice to Terminate Joint Account

If you are separating from or divorcing a spouse or partner, you will want to immediately close any joint credit cards or accounts. This involves notifying all creditors of your request to close joint accounts so that no new charges can be made. You should

send this notice to every creditor, including credit card issuers, banks, department stores, and other retailers, with whom you and your spouse or partner hold a joint credit account. Send it to the customer service address on the back of a billing statement, not to the address where you send payments. You must complete a separate Notice to Terminate Joint Account for each credit card account you want to close. Be sure you enter the full names of the joint account holders exactly as they appear on the account, and include the correct account number.

The only way to make sure that an account is truly closed is to insist, as this notice does, that the creditor do a "hard close," so that no new charges can be made. (You can close your account even if you haven't paid off the balance. In that case, the account will remain active for the purpose of paying off the balance only.) This notice states that if a "hard close" is not done, you will not be responsible for any charges made on the account. While such a letter may not fully protect you, it is better than doing nothing, and you put the burden on the creditor to show why the account wasn't closed as you requested.

If time is of the essence, call the creditor and request a hard close, or use the card issuer's website if possible.

## Signing Instructions

Print out a copy of the Notice to Terminate Joint Account form and sign it in the space provided. Make two copies of the signed form and mail the original and one of the copies to the creditor you wish to notify of the joint account termination. Include a stamped, self-addressed envelope. The creditor will sign the copy and return it to you in the self-addressed envelope as a receipt.

Send the form by certified mail, return receipt requested, and keep a copy of the form and receipt for your records. You may later need it as proof that you properly notified the creditor of your intent to close the joint account.



### **Don't overlook home equity lines of credit.**

You and your ex may have applied for a home equity line of credit a while ago and forgotten about it. Equity credit lines that supply a checkbook can be used just like a joint checking account. Because the risk of leaving an equity line of credit open is so great (you could lose your home if your ex is irresponsible with the funds), we recommend closing it in person. Pay a visit to your banker to request that the account be closed or frozen. Even if you have the checkbook, request that the account be closed so that your ex can't request more checks. Get a written record that the bank has closed the account.

## **Form 73: Notice to Stop Payment of Check**

It's not unusual to write a check, hand it over or mail it to the recipient, and then change your mind and want to stop payment. For example, you might not notice that delivered goods were defective until after the delivery person was paid and left. Many other situations give rise to the need to put a stop payment on a check.

The first thing to do is call your bank, savings and loan, credit union, or other financial institution where your account is located to make an oral request to stop payment. Ask how much the charge is, if any, for this service. Then immediately send or, better yet, drop off a written confirmation of your stop payment notice, Form 73. Include payment for any required charge with your notice,

In many situations, the stop payment notice lasts only six months or a year, and if you fear the person to whom you wrote the check will try to cash it much later, you may need to renew your stop payment notice. Banks, savings and loans, credit unions, and other financial institutions have the option of rejecting checks they deem too old, often six months or older, but they usually don't exercise this right. In fact, most people who work in a bank or other financial institution never look at the date of the check. They simply post it to the account. If the money is there to cover it, the check is paid.

## **Signing Instructions**

Print out three copies of the Notice to Stop Payment of Check form. Sign the copies and mail or give two of them to the appropriate bank or financial institution along with a stamped, self-addressed envelope. As requested in this form, the financial institution should then sign and return one of the copies, acknowledging receipt of your letter. Keep a copy for your records.

## **Form 74: Request for Credit Report**

If you want to repair your credit, establish credit, or apply for a loan, your first step is to get a copy of your credit report. This is a file maintained by a credit reporting company that sells information to banks, lenders, landlords, and others who routinely evaluate customers' creditworthiness. Credit reports contain personal information about you, including your current and past use of credit cards; loans (home, car, student, and the like); any defaults on bills such as utility payments or doctor's bills; public records, such as lawsuits; and inquiries by creditors.

The federal Fair Credit Reporting Act (FCRA) now requires each major national credit bureau—Equifax, Experian and Trans Union—to provide you one free copy of your credit report each year. This requirement is being phased in across the United States and will apply nationwide beginning September 1, 2005.

You can request your free report by one of these means:

Telephone – 1-877-322-8228

Internet – [www.annualcreditreport.com](http://www.annualcreditreport.com)

Mail – Annual Credit Report Service, P.O. Box 105281, Atlanta, GA 30348-5281.

You must provide your name, address, Social Security number, and date of birth when you order. You also may be required to provide information that only you would know, such as the amount of your monthly mortgage payment.

Or, you can get a copy of your credit report by mailing a written request for a copy to one of the three major national credit bureaus:

- Equifax, P.O. Box 740241, Atlanta, GA 30374; 800-685-1111; [www.equifax.com](http://www.equifax.com).
- Experian, National Consumers Assistance Center, P.O. Box 2002, Allen, TX 75013; 888-397-3742; [www.experian.com](http://www.experian.com).
- TransUnion, P.O. Box 1000, Chester, PA 19022; 800-888-4213; [www.tuc.com](http://www.tuc.com).

You can also get a copy of your credit report via the credit bureaus' websites, or you can request one by phone.

If you need additional copies of your credit report, the cost is usually less than \$10 (and free in some cases, listed below), but check first for the exact amount.

You are entitled to a free additional copy of your credit report if:

- You've been denied credit or insurance because of information in your credit file. (In that case, you are entitled to a free copy of your report from the credit bureau that reported the information. A creditor that denies you credit or insurance will tell you the name and address of the credit bureau reporting the information that led to the denial.) You must request your free copy within 60 days of being denied and provide a copy of the denial letter.
- You are unemployed and planning to apply for a job within 60 days following your request for your credit report. You'll need to show documentation verifying your unemployment (such as a recent unemployment check or lay-off notice), and a statement swearing that the information is true. You are entitled to one free report in a 12-month period.
- You receive public assistance. Enclose a statement swearing that this is true information and provide a copy of your most recent public assistance check as verification. You are entitled to one free report in any 12-month period.
- You believe your credit file contains errors due to someone's fraud, such as using your credit card, name, or Social Security number. Here, too, you will need to enclose a statement swearing that this is true information. You are entitled to one free report in any 12-month period.

- You are a victim of identity theft or fraud, or think that you may be. The FCRA now gives consumers the right to request free credit reports in connection with newly created fraud alerts.
  - If you suspect in good faith that you are, or may be, a victim of identity theft or another fraud, you can instruct the major bureaus to add a "fraud alert" to your file. You can request a free copy of your report from each bureau once it places the fraud alert in your file.
  - If you are a victim of identity theft, you can send the major bureaus an identity theft report and instruct them to add an extended fraud alert to your file. You can request two free copies of your credit report from each bureau during the next 12 months once it places the extended fraud alert in your file.

### Signing Instructions

Sign your Request for Credit Report and mail it certified mail, return receipt requested, to the credit bureau. Keep a copy of the letter for your files. Include payment and any supporting documentation required, as noted above.

### Form 75: Dispute Incorrect Credit Report Entry

Under the federal Fair Credit Reporting Act, you have the right to dispute all incorrect or incomplete items of information in your credit file, such as an incorrect name, employer, account, or tax history, a lawsuit older than seven years or one you weren't involved in, or a bankruptcy older than ten years. If you have carefully reviewed your credit report and identified inaccurate or incomplete information you want changed or removed, complete the "request for reinvestigation" form that was enclosed with your credit report. If the credit bureau did not enclose such a form, use Form 75 to spell out the information you want corrected or deleted from your credit report. Enclose copies of any documents you have that

support your claim. Once the credit bureau receives your request, it must investigate the items you dispute and contact you, usually within 30 days. For more information, see *Credit Repair*, by Robin Leonard & Deanne Loonin (Nolo).

You can also dispute inaccurate or incomplete items of information online by going to:

[www.equifax.com](http://www.equifax.com)

[www.experian.com](http://www.experian.com)

[www.tuc.com](http://www.tuc.com)

Look for the button or link for submitting disputes online. (If you have documents that support your position, it's better to use Form 75 and enclose copies of the documents.)

## Signing Instructions

Sign your Dispute Incorrect Credit Report Entry and mail it certified mail, return receipt requested, to the credit bureau that prepared the report you are disputing. Include copies of any documents supporting your claim. Keep a copy of the letter for your files.

## Form 76: Dispute Credit Card Charge

If you use a credit or charge card but don't receive the product you purchased, or you received a defective item, you can legally refuse to pay if you meet certain criteria:

- **Dispute concerning a purchase made with a credit card issued by the seller, such as department store or gas station.** You can legally refuse to pay if you first attempt in good faith to resolve the dispute with the merchant, who refuses to replace, repair, or otherwise correct the problem.
- **Dispute concerning a purchase made with a credit card, such as Visa or MasterCard, not issued by the seller.** You can legally refuse to pay if you first attempt in good faith to resolve the dispute with the merchant, who refuses to replace, repair, or otherwise correct the problem. But, you can only withhold payment if the purchase was for more than \$50 and was

made within the state in which you live or was within 100 miles of your home.

If you are entitled to withhold payment, complete and mail Form 76 to the credit card company at the address for disputed charges (not the billing address) and explain why you aren't paying. Do this promptly: You cannot withhold more than the unpaid balance on the defective or undelivered item, plus finance charges on that balance. (To cover yourself as fully as possible, make sure that the card issuer receives your dispute within 60 days after the date of the first credit card statement showing the disputed purchase.) Explain how you tried to resolve the problem with the merchant. Attach a copy of the credit card bill showing the disputed item, along with any additional documentation of your attempt to resolve the dispute, such as a letter you sent to a merchant regarding a defective item.

The card issuer cannot tell a credit reporting agency that the amount you withheld is delinquent until the dispute has been settled, provided that you do not withhold more than you are entitled. Nor can the issuer "freeze" or place a "hold" on any funds that you may have on deposit with it. However, the issuer can tell a credit reporting agency that your failure to pay is "disputed," so it's important not to abuse this right.

For more information on credit card problems, check the Federal Trade Commission website at [www.ftc.gov](http://www.ftc.gov).



**Do not use this form if the problem is unauthorized use of your credit card**—for example, charges made by someone who stole your card. In this situation, promptly report your loss to the police and the credit card issuer to limit your liability for unauthorized charges. Then call the three major credit bureaus to report fraud. The numbers are:

- Equifax 800-525-6285
- Experian 800-397-3742
- TransUnion 800-888-4213

## Signing Instructions

Sign your Dispute Credit Card Charge letter and mail it to the credit card issuer, along with copies of any documents supporting your claim. Keep a copy of the letter and your original supporting documentation for your files.

## Form 77: Demand Collection Agency Cease Contact

If you owe money and your debt has been passed along to a collection agency, you will no doubt be contacted by a collector working for the agency. Many people don't understand that they have the legal right under federal law (the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 and following) to tell a bill collector who works for a collection agency to leave them alone. (This does not apply to in-house collectors—for example, at a bank, department store, or hospital unless your state has enacted a similar restriction on in-house collectors.) To pursue this right, you must put your demand in writing (that's the purpose of Form 77) and send it to the collection agency. By law, all collectors from the agency must then cease all phone calls, letters, and other communications with you, unless they are contacting you to notify you that:

- collection efforts against you have ended, or
- the collection agency or the creditor will invoke a specific remedy against you, such as suing you.

Alternatively, you can inform the collector that you are represented by an attorney and instruct her to direct all communications to the attorney (you must provide the attorney's name and address).



**While you do have the right to shut off communication with the debt collector, many debt counselors feel that, unless you're judgment proof or truly plan to file for bankruptcy, the best overall advice is to not ignore the debt or try to hide from the collector.** Usually, the longer you put off resolving the issue, the worse the situation and consequences will become. Whether you negotiate directly with the collector or obtain a lawyer's assistance, many counselors feel the best strategy almost always is to engage the collector, at least initially.

## Signing Instructions

Sign your Demand Collection Agency Cease Contact letter and mail it to the collection agency, along with copies of any documents supporting your demand. It's best to send this letter by certified mail and request a return receipt. Keep a copy of the letter and your original documents for your files. ■





## Dealing With Junk Mail and Telemarketing Calls

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Form 78: Notice to Remove Name From List.....	11/3
Form 79: Notice to Add or Retain Name but Not Sell or Trade It .....	11/5
Form 80: Telemarketing Phone Call Log.....	11/5
Form 81: Notice to Put Name on Company’s “Do Not Call” List .....	11/6
Form 82: Demand for Damages for Excessive Calls.....	11/6



The telephone is—depending on one’s mood—either a boon or a scourge of modern life.

One of its undeniably bad aspects is its wide use by telemarketers. Fortunately, there are two federal laws—the Telephone Consumer Protection Act (47 U.S.C. § 227) and the Telemarketing and Consumer Fraud and Abuse Prevention Act (15 U.S.C. § 6101)—that put some limits on how telemarketers must act. Most states also have laws to curb abusive telemarketing. Some provisions are part of an effort to curb telemarketing fraud; others are aimed at reducing annoyance to consumers. For example, before you pay (usually by credit card) for something purchased from a telemarketer, the seller must accurately state the total cost, quantity of goods or services, and all other important conditions and restrictions. A seller must also explain its refund policy or state that it doesn’t allow a refund, exchange, or cancellation.

Even more common than telemarketing fraud are legitimate but incredibly annoying phone calls that we most often get at dinnertime. It may be some consolation that federal law at least prohibits telemarketers from making these calls before 8 a.m. and after 9 p.m. (local time) unless they have your permission to call. Telemarketers also must put you on a “do not call list” if you so request (see “Do Not Call Registries,” below). And that’s where the forms in this chapter come in—we show you how to tell a company to stop calling you and what to do if it doesn’t.

Sometimes, your mailbox can become just as irritating as your telephone. For most of us, catalogues, credit card offers, and all kinds of other junk mail take up more space than our first-class mail. Moreover, this never-read junk mail is an incredible waste of environmental resources. Again, fortunately, some federal laws (for example, amendments to the Fair Credit Reporting Act that restrict credit bureaus’ use of your name for marketing purposes) can help you get off various mailing lists. In this chapter, we provide you with the easy-to-use forms to accomplish this.



The Privacy Rights Clearinghouse is a nonprofit consumer organization with extensive information and advice on consumer rights regarding junk mail, telemarketing, and related privacy issues. For more information, see their website at [www.privacyrights.org](http://www.privacyrights.org) or call 619-298-3396.

## “Do Not Call” Registries

The federal government recently created a National Do Not Call Registry to make it easier for you to stop getting telemarketing sales calls you don’t want. Consumers registered approximately 50 million phone numbers when the registry opened in 2003, and approximately 58.4 million numbers are registered currently. You can register online at [www.ftc.gov](http://www.ftc.gov) or call toll-free, 888-382-1222, from the number you wish to register. Registration is free. Your number stays on the list for five years, and then you’ll have to reregister it. You can ask to have your number taken off the register at any time. The Federal Trade Commission, the Federal Communications Commission, and the states began enforcing the National Do Not Call Registry on October 1, 2003. Telemarketers must update their “do not call” lists with names from the National Do Not Call Registry at least once every 31 days. Telemarketers can be fined up to \$11,000 for each violation.

Placing your number on the national do not call registry will stop most, but not all, unwelcome calls. For example, you may still be called by nonprofits, or by companies you’ve recently contacted or with which you’ve done business.

Before the federal Do Not Call Registry opened, more than half the states started their own registries of telephone subscribers who do not want to receive telemarketing calls. These state laws continue to be valid if they impose more restrictions on intrastate telemarketing (calls made and completed within the state) than the federal law. A state’s Do Not Call list also must include all registrants on the national Do Not Call List for that state. In order to do business in these states, telemarketers must buy the “do not call” list and abide by the wishes of the

persons named on the list. Violators are subject to fines. Some state registries are free; others charge a small fee to put your name on the list.

All registries exempt some categories of callers (as does the National Do Not Call Registry). For example, many states allow charities, companies seeking payment of debts, and those calling on behalf of political candidates to continue to call you. If an organization is exempt from whichever registry you participate in, you can still follow the procedures outlined below to get on that organization's "do not call" list. (See instructions for Form 81.)

Some, but not all, of the states are transferring their "do not call" registries to the National Do Not Call Registry. If you want to know whether your state has a separate registry, contact your state attorney general or consumer protection agency.

If your number is listed on a "do not call" registry and you get a call from a telemarketer, report the call to the appropriate agency, either state or national. Most registries provide complaint forms online. You can also check with your local consumer protection office or State Attorney General (see "How to Complain to Government Agencies," below, for information on contacting these agencies).

Another way to reduce unwanted telemarketing calls is to register with the Direct Marketing Association's Telephone Preference Service's Do Not Call list. Members of the Association are required to use this list, so registering should prevent calls from member companies. Registration lasts for five years. You can register for free by sending a letter containing your name, home address, home phone number and signature to: DMA Telephone Preference Service, P.O. Box 1559, Carmel, NY 10512. Or, you can register at [www.dmaconsumers.org](http://www.dmaconsumers.org) for \$5.00.

## Form 78: Notice to Remove Name From List

It's quite possible that you want to receive some catalogues, promotional mailings, or telemarketing phone calls, but not others. To get yourself onto

## How to Complain to Government Agencies

In addition to taking all of the steps suggested in this chapter, it is also a good idea to complain to government enforcement agencies about abusive phone calls and letters. You can simply send a copy of the written notice, such as Form 82, Demand for Damages for Excessive Calls, to one or more of the following agencies:

- **State Attorneys General.** You can find contact information for your state Attorney General's office from the National Association of Attorneys General at [www.naag.org](http://www.naag.org). This is also a good resource to find out more about your state telemarketing laws.
- **State Consumer Protection Office.** To find the consumer protection office in your state, visit the Federal Consumer Information website at [www.pueblo.gsa.gov/crh/state.htm](http://www.pueblo.gsa.gov/crh/state.htm).
- **Federal Trade Commission.** Division of Enforcement, CRC-240, Washington, DC 20580; toll-free 877-382-4357; [www.ftc.gov](http://www.ftc.gov). The FTC strongly encourages consumers to file complaints from its website, using FTC forms.
- **Federal Communications Commission.** Consumer Inquiries and Complaints Division, 445 12th St., SW, Washington, DC 20554; 888-225-5322 (voice); 888-835-5322 (TTY); [www.fcc.gov](http://www.fcc.gov).

only the lists you want to be on requires a two step-approach. First, send Form 78 to all companies that collect names in order to sell them to direct marketers and telemarketers, telling them to remove your name. Provide them with all spellings of your name, and the names of any other household members on the mailing label. If you're receiving junk mail for previous occupants at your address, provide their names, too. Then, send Form 79 to only those businesses whose materials or phone calls you want to receive.

Dozens of companies gather names and addresses to sell to direct marketers and telemarketers. While

some lists are larger than others, you will get yourself off of most lists if you send Form 74, Notice to Remove Name from List, to the major credit bureaus:

- Experian Consumer Services, 901 West Bond St., Lincoln NE 68521; [www.experian.com](http://www.experian.com).
- Equifax, Options, P.O. Box 740123, Atlanta, GA 30374; [www.equifax.com](http://www.equifax.com).
- TransUnion, Name Removal Option, P.O. Box 97328, Jackson, MS 39288; [www.tuc.com](http://www.tuc.com).

One phone call to 888-5OPTOUT will get you off the lists of all three of these credit bureaus.

The three credit bureaus listed above give you the choice of opting out for five years or permanently. If you opt out, you will no longer appear on lists offered by the credit bureaus, but you will continue to receive mailings based on lists from other sources.

Other places to send Form 78 include:

- Mail Preference Service, Direct Marketing Association, P.O. Box 643, Carmel, NY 10512; 212-768-7277, or [www.dmaconsumers.org](http://www.dmaconsumers.org). Registration by mail is free; send a letter with your name, home address, and signature. Registration using the website costs \$5.00. This service is a good step towards getting rid of junk mail, but it's not a cure-all. Members of the Direct Marketing Association must use the "do not write" list. Even so, you may continue to receive unsolicited mail from DMA members with whom you already do business. While the list also is available to businesses that are not DMA members, they have no obligation to use it. The Direct Marketing Association will keep your name in its files for five years. After that time, you should send another letter.
- Telephone Preference Service, Direct Marketing Association, P.O. Box 1559, Carmel, NY 10512. Include your name, home address and home phone number (with area code). Registration by mail is free. Or, you can register at [www.dmaconsumers.org](http://www.dmaconsumers.org) for \$5.00.
- R.L. Polk & Company, Attn: Name Deletion File, 26955 Northwestern Highway, South Field, MI 48034; 248-728-7000.
- Donnelly Marketing, Inc., Data Base Operations, 416 South Bell, Ames, IA 50010; 888-633-4402.

- National Demographics and Lifestyles, Customer Service Department, 1621 18th St., #300, Denver, CO 80202. Most warranty cards—also called product registration cards—are sent to this company, not to the manufacturer. The cards are used to gather names for mailing lists and to inform customers about product recalls. Often, the cards have nothing to do with whether you get the benefit of the warranty. Usually, you're covered even if you don't send in the warranty card. Check with the manufacturer to find out whether this is the case. Send Form 78 to this company to get your name removed from their list.

Another way to reduce your junk mail is to contact the customer service departments of the companies that send you catalogs you don't want or other unwanted mail and ask to be taken off their mailing list. After you call, send Form 78.

Finally, privacy-conscious consumers can complete and return the "opt out" portion of the "privacy notices" that financial institutions and businesses send them when they open accounts. These consumers opt out of every use of their personal information possible under the institution's or business' privacy policy. Doing this reduces the distribution of the consumer's personal information somewhat, and also cuts down the number of offers and solicitations that the consumer receives.

Usually, the privacy notice will include a detachable "opt out" or "privacy preference" form. If not, look in the privacy notice for an "800" number and call it to register your preferences. In the absence of a form or an 800 number, you can create your own opt-out letter. For a sample, go to the Privacy Rights Clearinghouse's website, [www.privacyrights.org](http://www.privacyrights.org). Click on the Financial Privacy link, then on Fact Sheets and scroll down to Fact Sheet 24(a) on financial privacy and the sample opt-out letter.

## Signing Instructions

Sign and date your Notice to Remove Name From List, and mail it to some or all of the companies listed above that sell lists of names to direct marketers

and telemarketers. Keep a copy of the notice for your files.



An excellent resource for getting off of direct marketing and telemarketing lists is *Stop Junk Mail Forever (Telemarketing and Spamming, Too)*, by Marc Eisenson, Nancy Castleman, and Marcy Ross (Good Advice Press, [www.goodadvicepress.com/sjmf.htm](http://www.goodadvicepress.com/sjmf.htm)).

### **Form 79: Notice to Add or Retain Name but Not Sell or Trade It**

After sending Form 78 to get your name off the lists of all businesses that sell lists of names to direct marketers and telemarketers, use Form 79 to get onto (or keep yourself on) the lists maintained by businesses whose mailings and/or phone calls you do want to receive. This notice states that you do not want your name sold, traded, or shared with any other company or business. Also, you can specify whether or not you want to accept telemarketing phone calls from the company.

#### **Signing Instructions**

Sign and date your Notice to Add or Retain Name and mail it to the companies whose mailings and/or phone calls you do want to receive. Keep a copy of the notice for your files.

### **Form 80: Telemarketing Phone Call Log**

A federal law, the Telephone Consumer Protection Act, requires every telemarketer to keep a list of consumers who say that they do not want to be called again. The law has some real teeth: If you tell a telemarketer not to call you, but you get another call within 12 months, you can sue the company on whose behalf the call is made for up to \$500. (Note: the telemarketer can take up to 30 days to put your number on its do not call list.) If the court

finds that the telemarketer willfully or knowingly violated the law, the court can award you up to \$1,500. Most states' small claims courts allow claims of at least \$2,000, so you can sue on your own, without hiring a lawyer.

Some states also have telemarketing laws. Often, those laws are even stricter than federal law. Contact your State Consumer Protection Office to find out more about your state's telemarketing laws (see "How to Complain to Government Agencies," above, for information on contacting these agencies).

Use Form 80 to keep a log of telemarketing phone calls. You will need to note the date, the time of the call, the company on whose behalf the call is being made, the telemarketer's name (probably a fake, but write it down anyway), the product being sold, and the fact that you stated "put me on a 'do not call' list." Telemarketers may not block their phone numbers from being identified, so if you have caller ID you can write the caller's name and phone number down whenever possible and include it on the form. This information will help you recognize repeat callers, and will provide a form of identification if the caller doesn't state her name. You will need this evidence to prove that you received more than one call from the same telemarketing company.

If you follow up with a letter, such as Form 81, asking to be put on the "do not call" list, note this on the call log, too.

Suing a company whose telemarketer violates the Telephone Consumer Protection Act presents at least two practical problems. First, you must be able to locate the company (see the instructions for Form 81 for suggestions). Second, the court in your state must be able to assert jurisdiction over the company. This is difficult (and practically speaking, often impossible) if it's located in another state.

#### **Signing Instructions**

There are no signing instructions for the Telemarketing Phone Call Log. Simply fill it out every time you get a call from a telemarketer.

## Form 81: Notice to Put Name on Company's "Do Not Call" List

Proving that a telemarketer willfully violated the law by calling you more than once may be difficult.

One way you can generate evidence of a company's willful act is to *always* end your phone call by stating "Put me on your 'do not call' list," and follow up with a letter stating the same. Include all of your telephone numbers in the letter. You can use Form 81 for this purpose. You will need to find out the mailing address of the company on whose behalf the call is made in order to send your letter. Here are a few suggestions:

- Ask the telemarketer who calls you for the company's address. Telemarketers are required by law to give you the telephone number or the address of the company. Despite the law, many telemarketers will claim they don't know the information or can't tell you. If that happens, contact your State Consumer Protection Office (see "How to Complain to Government Agencies," above).
- If it's a local company, or you know the city in which the company is located, see if you can find the address online or in your phone book; if you find a phone number, but not the address, call and ask for the mailing address.
- Consult *Hoover's Handbook of American Business: Profiles of Major U.S. Companies*. Your local library should have a copy, or you can visit the website at [www.hoovers.com](http://www.hoovers.com). The site contains a lot of self-promotional ads and other companies' banners, but you can get the information you need if you keep trying.
- Try using a search engine such as Google to locate the company's address.

Form 81 also may be used to eliminate telemarketing calls from one or more specific companies rather than eliminating all calls by registering with the National Do Not Call Registry.

### Signing Instructions

Sign and date your Notice to Put Name on Company's "Do Not Call" List and mail it to the company whose telemarketer has called you. Keep a copy of the notice for your own records. You may need this if you end up suing the company for excessive calls (as described under Form 82).

## Form 82: Demand for Damages for Excessive Calls

You can use Form 82 after you receive a second (or third or fourth) telemarketing call on behalf of the same company. (Remember: it can take up to 30 days for your number to get on the do not call list.) It details the history of telemarketing phone calls you have received on behalf of the company and your requests to be put on the "do not call" list. Form 82 spells out your right to monetary compensation for a violation of the federal Telephone Consumer Protection Act as explained in the discussion of the Telemarketing Phone Call Log (Form 80), above. It specifies that you will seek all appropriate remedies in court if you do not get the requested compensation within 30 days. You will need to find out the mailing address of the company in order to send your letter. See the discussion under Form 81 (Notice to Put Name on Company's "Do Not Call" List) for some suggestions on obtaining the address. In addition to locating the company on whose behalf the calls were made, the court in your state must be able to assert jurisdiction over it. This is difficult (and practically speaking, often impossible) if the company is located in another state.

### Signing Instructions

Sign your Demand for Damages for Excessive Calls letter and mail it to the company on whose behalf the telemarketing calls were made. Keep a copy for your files. ■



## Hiring Child Care, Elder Care, or Household Help

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Form 83: Child Care Agreement .....	12/3
Form 84: Child Care Instructions .....	12/5
Form 85: Elder Care Agreement.....	12/6
Form 86: Housekeeping Services Agreement.....	12/6



**M**any people hire others to work regularly in their homes—for example, to take care of their children during the workday, care for elderly parents, or clean their houses. These relationships are often set up informally, with no written agreement. But informal arrangements can be fraught with problems. If you don't have a written agreement clearly defining responsibilities and benefits, you and those helping you are all too likely to have different expectations about the job. This can lead to serious disputes—even to either or both of you bitterly backing out of the arrangement. Far better to draft a clear written understanding of what the job entails.

The agreements in this chapter are for hiring child and elder care providers and other household workers who are employees, not independent contractors. When you hire an employee, you set the hours, responsibilities, and pay rate of the worker. Legally, most babysitters and household workers who work for you on a regular basis are considered employees for whom you are required to pay taxes, Social Security, and other benefits described below. In contrast, independent contractors typically own their own businesses and work for you only occasionally.

This chapter also includes a Child Care Instructions form you can use both for a full-time child care provider or an occasional babysitter.



For information on hiring independent contractors, see [Working With Independent Contractors](#), by Stephen Fishman (Nolo).



**Do not use this form if you hire a child or elder care worker or housecleaner through a placement agency.** If you use an agency that sets and collects the worker's fee from you, pays the worker, and controls the terms of the work, the agency will have its own form for you to complete. People you hire through an agency are not your employees—they are the employees of their agencies.

## Legal Obligations for Employees

Assuming your child care or elder care worker or housecleaner is your employee, you have legal obligations to her. You also become responsible for a certain amount of paperwork and recordkeeping. You do not have to put this information in your child or elder care or housekeeping agreement, but you need to be aware of these responsibilities.

**Social Security and Income Taxes.** If you pay a child care or elder care worker \$1,400 or more in a calendar year, you must make Social Security (FICA) payments on those wages and withhold the employee's share of FICA. You do not have to deduct income taxes from wages paid to an employee for working in your home unless she requests it and you agree to do so. You make these payments by attaching Schedule H, Household Employment Taxes, to your annual Form 1040.

**Unemployment Compensation.** If you pay a household employee \$1,000 or more in a three-month period, you must pay quarterly taxes under the Federal Unemployment Tax Act (FUTA), using IRS Form 940 or 940-EZ. As with FICA, you pay this amount by attaching Schedule H, Household Employment Taxes, to your annual Form 1040.

**Workers' Compensation.** Your state may require you to provide workers' compensation insurance against job-related injuries or illnesses suffered by your employees. Check with your state department of labor or employment.

**Minimum Wage and Overtime.** The federal minimum hourly wage is \$5.15. Your child care or elder care worker may be entitled to minimum wage, depending upon their particular hours and earnings. If your state minimum wage is higher, you will need to pay the state wage. In addition, under federal law, most domestic workers (other than live-in workers) qualify for overtime pay. Workers must be paid overtime at a rate of one-and-a-half times the regular rate for all hours worked beyond a 40-hour workweek. You can check the U.S. Department of

Labor website at [www.dol.gov](http://www.dol.gov), for current information about federal and state minimum wage laws.

**New Hire Reporting Form.** Within a short time after you hire someone—20 days or less, depending on your state’s rules—you must file a New Hire Reporting Form with a designated state agency. The information on the form becomes part of the National Directory of New Hires, used primarily to locate parents to collect child support. To find out about your state’s new hire reporting requirements—and the location of the state agency where you must send this information—go to [www.acf.dhhs.gov](http://www.acf.dhhs.gov).

**Federal ID Number.** If you hire a household employee, you must obtain a federal employer identification number (EIN), required by the IRS of all employers for tax filing and reporting purposes. The form you need is IRS Form SS-4, Application for Employer Identification Number.

### IRS Resources

The IRS has a number of publications and forms that might help you. Call the IRS at 800-424-FORM or visit its website at [www.irs.gov](http://www.irs.gov) to download these forms and publications. Start with Publication 926, *Household Employers’ Tax Guide*, which describes the major tax responsibilities of employers. You may also want to look at:

- Form SS-8, which contains IRS definitions of independent contractor and employee, and
- Form SS-4, Application for Employer Identification Number.

### Reality Check



Many families don’t comply with the law that requires them to pay taxes or Social Security for household workers, some of whom are undocumented aliens. This chapter is not intended to preach about the law, but to alert you to the laws that affect your relationships with child and elder care and housekeeping workers. No question, if you fail to pay Social Security and to meet your other legal obligations as an employer, there may be several negative consequences:

- You may be assessed substantial financial penalties. For example, if your full-time elder care provider files for Social Security five years from now and can prove prior earnings, but no Social Security has been paid, the IRS could back-bill you at high interest rates.
- If you don’t meet a state requirement to provide workers’ compensation insurance and your child care worker is injured while on the job and can’t work for a few months, you may be in hot water if she files for workers’ compensation. You will probably be held liable for the worker’s medical costs and a portion of her lost wages, as well as be fined for not having the insurance in the first place.
- You will not be able to take a child care tax credit on your federal income taxes. The credit is based on your work-related expenses and income.

### Form 83: Child Care Agreement

A child care provider who takes care of your children in your house, either part time or full time, may live out (often called a care giver or babysitter) or live-in (an au pair or nanny). The responsibilities of the position may vary widely, from performing a wide range of housekeeping services to only taking care of the children.



Use Form 83 to spell out your agreement about the child care worker's responsibilities, hours, benefits, amount and schedule of payment, and other important aspects of the job. The best approach is to be as detailed as possible.

Start by filling in your name, address, phone numbers, and other contact information for yourself (and a second parent if he or she will be signing the Child Care Agreement) and your child care provider. List your children's names and birth dates.

Here's some advice on filling in various sections of the Child Care Agreement:

**Location and Schedule of Care (Clause 4).** Provide the address where child care will be provided (typically your home) and the days and hours of care, such as 8 a.m. to 6 p.m. weekdays. Live-in nannies or au pairs often work some weeknights and weekends.

**Beginning Date (Clause 5) and Training or Probation Period (Clause 6).** Specify the date employment will begin and the length of any training or probation period, such as the first 15 or 30 days of child care. This is the time to make sure that the relationship will work for everyone involved. A training period helps your child care provider get to know your home and neighborhood and the exact way you want things done. If there will be no training or probation period, you can skip this clause.

**Responsibilities (Clause 7).** The responsibilities of the child care position may vary widely depending on many factors, including the number and age of your children; whether or not the child care worker lives in or out, and is full or part time; your family situation and needs; and the skills and background of the child care provider. In some households, particularly with infants and toddlers, the babysitter or au pair only takes care of the children and does not do housework, except for doing the children's laundry. In other families, especially with older children, the employee may function more as a housekeeper, cook, and chauffeur. You should specify the child care worker's responsibilities in as much detail as possible, including cooking, bathing, and personal care for your children, social and recreational activities (such as arranging the children's play dates), transportation (driving kids to and from

school or practices), shopping and errands for the family, housecleaning, ironing, and laundry.

**EXAMPLE:** Here's an example of responsibilities for a live-in au pair taking care of an infant (Kate) and preschooler (Tom):

The child care provider's primary responsibility is to provide loving care of Kate and Tom. This includes playing with and reading to them, taking them to the park as weather permits, making sure they have naps as needed, and preparing their meals and snacks. The care provider will bathe Kate and Tom every other day, more frequently if necessary. Other responsibilities include driving Tom to "Baby Gym" twice a week, doing the children's laundry, and keeping their rooms tidy.

**Wage or Salary (Clause 8).** You should specify exactly how the child care provider will be paid, such as an hourly rate or weekly salary. How much you pay depends on many factors, including the number and ages of your children; the type of care provided and responsibilities; the number of hours, time of day, and regularity of the schedule; the experience and training of the employee; benefits such as room and board; and the going rate in your community. Before you fill in this section, be sure you understand your legal obligations when hiring an employee, such as minimum wage rules, as described above.

**Payment Schedule (Clause 9).** You may want to pay your child care provider weekly (say, on Friday), twice per month (such as on the 15th and on the last day of the month), or once per month.

**Benefits (Clause 10).** In addition to payment, you may offer the child care provider any benefits you wish, such as paid vacations and holidays, health insurance, or sick leave.

**Termination Policy (Clause 11).** If things don't work out, the Child Care Agreement provides a termination policy that allows either the parents or the child care provider the right to terminate the agreement at any time, for any reason, and without notice.

**Additional Provisions (Clause 12).** Describe any additional terms of this agreement, such as a schedule for salary reviews, a no smoking policy, or a requirement that the child care provider take a first aid course.

**Modifications (Clause 13).** This agreement provides that any changes to it must be made in writing and signed by all parties to the agreement. This protects both the parents and the child care provider against misunderstandings over major issues that were agreed to verbally.

## Signing Instructions

To make the Child Care Agreement valid, the parent(s) and the child care provider must sign it. (If you and your children's other parent are living in the same home and raising your kids together, it's best if both of you sign this document.) Print out two copies of the form. You, your children's other parent (if he or she is signing the form), and the caregiver must sign and date the form where indicated. Give one of the signed originals to the child care provider and keep the other for your records.

## Shared In-Home Care

Some families pool their resources and share an in-home child care provider. These arrangements are ideal for neighbors or coworkers with children who are close in age. Just as a written agreement between a family and a child care worker can clarify expectations and prevent conflicts, a written understanding between the two families who are sharing a child care provider can accomplish the same objectives. If you share in-home care with another family, be sure you both agree on the key issues before drafting your contract with the child care worker, including location of the care, splitting expenses, termination procedures, and supervision. The other parents should make their own child care agreement for their own children.

## Form 84: Child Care Instructions

Use this form to provide important information for babysitters and child care providers, such as phone numbers of doctors, instructions about meals and naps, and other details of your child's care, including any allergies or health care conditions your child has.

The "temporary contact" section of the Child Care Instructions form (Clause 3) is the place to provide information about where you can be reached while you are away from the kids—for example, if you are going out for dinner and to the movies on a Saturday night. Clause 3 will change most frequently. If you do not want to update your Child Care Instructions every time you go out, you can skip this section and give the information to your babysitter on a separate piece of paper.

Form 84 has space for you to fill in the names, addresses, and phone numbers of people that your babysitter or child care provider can contact if they can't reach you in an emergency. We suggest that you list at least two or three friends, relatives, or neighbors who live nearby and are well known to your children and family. The form will print out with a reminder to call 911 in case of emergency. If you wish to list another emergency number for the police, fire department, or poison control, you may do so.

Finally, the Child Care Instructions form has space to provide additional important information a babysitter or child care provider needs to know about your family or home, such as the location of first aid supplies, the phone number of a local taxi service, or the fact that you have a "no smoking" rule in the house.



### Use a separate form to authorize medical care.

While these Child Care Instructions provide important medical information about your child, such as any medications or allergies, this form does not authorize your babysitter or child care provider to arrange medical care for your child. For that, you will need to use the Authorization for Minor's Medical Treatment (Form 2).

## Signing Instructions

There is no need to sign the Child Care Instructions. Simply print it out after reading it carefully to make sure all information is complete and correct. Give the babysitter or child care provider a copy and keep one posted in a prominent place, such as on your refrigerator. Be sure to update your Child Care Instructions from time to time.

## Form 85: Elder Care Agreement

Many older people remain at home or live with relatives rather than enter a residential facility for extended recovery or long-term care. Often this requires hiring someone (an elder care provider) to help with their personal and medical care, cooking, housekeeping, and other services. An elder care provider (sometimes called a home health aide) can either live out or live in, and work full or part time. The responsibilities of this position may vary, from performing a wide range of housekeeping services to attending to the personal and health care needs of the older adult (or adults, in case the elder care worker is taking care of two people, such as both of your parents). Responsibilities may range from dispensing medicine to helping with bathing to driving to doctor's appointments or social functions.

Use Form 85 to spell out your written agreement about the elder care worker's responsibilities, hours, benefits, amount and schedule of payment, and other important aspects of the job. The best approach is to be as detailed as possible. Follow the directions for the Child Care Agreement (Form 83, above) when completing this form.

## Signing Instructions

To make the Elder Care Agreement valid, the employer(s) and the elder care provider must sign it. Start by printing out two copies of the form. You (the employer) and the caregiver must sign and date the form where indicated. Give one of the signed originals to the elder care provider and keep the other for your records.

## Form 86: Housekeeping Services Agreement

If you hire the same person every week to clean your house, a written contract can be a valuable way to define the worker's responsibilities and benefits. If your housecleaner will be your employee, use this form to spell out the housecleaner's hours, benefits, amount and schedule of payment, termination policy, and other aspects of the job. Your agreement should cover regular weekly cleaning tasks (Clause 5)—for example, cleaning the bathroom and mopping the kitchen floor—as well as occasional projects, such as washing blinds. Be sure to spell out other responsibilities (Clause 6) as well, such as cooking, laundry, ironing, shopping, gardening, and yard work. The best approach is to be as detailed as possible. Follow the directions for the Child Care Agreement (Form 83, above) when completing this form.

## Signing Instructions

To make the Housekeeping Services Agreement valid, the employer(s) and the housekeeper must sign it. Finalizing your housekeeping services agreement is easy. Start by printing out two copies of the form. You (the employer) and the housekeeper must sign and date the form where indicated. Give one of the signed originals to the housekeeper and keep the other for your records. ■



## Living Together

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Form 87: Agreement to Keep Property Separate .....	13/2
Form 88: Agreement for a Joint Purchase .....	13/3
Form 89: Agreement to Share Property .....	13/4
Form 90: Declaration of Legal Name Change.....	13/4

A contract is no more than an agreement to do (or not to do) something. It contains promises made by one person in exchange for another's actions. Marriage is a contractual relationship, even though the "terms" of the contract are rarely stated explicitly, or even necessarily known by the marrying couple. Saying "I do" commits a couple to a well-established set of state laws and rules governing, among other things, the couple's property rights should one spouse die or the couple split up. (Prenuptial agreements are a way people who plan to marry can modify the contract imposed on married people by state law.)

On the other hand, unmarried couples—gay and straight—do not automatically agree to any similar state-imposed contractual agreement when they begin living together. Nor does simply living together for a certain period of time entitle you to a property settlement (or inheritance) should you split up (or one of you die) as it would if you were married.

Fortunately, when it comes to financial and property concerns, unmarried couples do have the right to create whatever kind of living together contract they want. Sometimes these agreements are made in anticipation of ending a relationship. But more often, the purpose is to record the couple's needs and expectations as to money and property—at either the start of the relationship or when the couple makes a major purchase.

This chapter includes some basic property-ownership agreement forms for unmarried couples. It also includes a basic name change form.



Nolo's *Living Together: A Legal Guide for Unmarried Couples*, by Ralph Warner, Toni Ihara & Frederick Hertz, and *A Legal Guide for Lesbian & Gay Couples*, by Hayden Curry, Denis Clifford & Frederick Hertz, cover the main legal issues affecting unmarried couples in areas of property and money, estate planning, children, house ownership, medical decisions, and separation.

## Form 87: Agreement to Keep Property Separate

Especially in the first year or two after they get together, unmarried couples usually keep all or most of their money and property separate—with the occasional exception of a joint account to pay household bills or an agreement to jointly purchase one or more items.

You may think at first that a decision to keep your property ownership separate is so simple there is no need for a written agreement. Think again. Because most states recognize oral contracts between unmarried couples, the lack of a written agreement can be an invitation for one partner to later claim the existence of an oral property-sharing agreement. This is just what commonly occurs in the so-called "palimony cases" that regularly hit the headlines.

To avoid the possibility of future misunderstandings about property ownership, use the Agreement to Keep Property Separate to confirm that each of you plans to keep your property and income separate unless you have a specific written agreement that says otherwise—for example, to purchase a sofa bed together. Form 87 keeps all of your property separate, including property you brought into the relationship as well as property you purchased or received by gift or inheritance while living together.

Here are a few things to keep in mind when you're using this form:

- Clause 2 states that you will attach a separate list of major items you own to the agreement and includes Attachments A and B of this form for this purpose. You will want to be very specific—at least, list items worth \$50 or more.
- Clause 4 specifies that if you register under a domestic partnership program that makes you responsible for each other's basic living expenses, that you agree to only the minimal level of reciprocal financial responsibility. Without this type of disclaimer, registering as domestic partners may imply that you intend to share ownership of property. Of course, if

you do not register as domestic partners, you can simply delete this sentence of Clause 4.

- Clause 5 provides that you will share expenses for household items and services equally. If you have a different arrangement, or want to spell out how you will split expenses on non-household items, such as insurance or car repairs, you can edit Clause 5 accordingly.
- Clause 6 refers to a joint ownership agreement that you may prepare from time to time—for example, if you purchase a television or computer together. (You can use Form 88 for this purpose.)
- Clause 9 provides for mediation if a dispute arises out of this agreement. The Introduction, Section E, discusses mediation and dispute resolution procedures.

## Signing Instructions

You and your partner must sign this Agreement to Keep Property Separate for it to be valid. Print out two copies of the form, so you'll each have your own copy. Each person should sign and date both copies of the agreement and keep a signed document for their own records. Keep your agreement in a safe place along with other important documents, such as insurance and financial papers, lease, copies of wills, and the like.



**This form contains a space for the acknowledgment of a notary public.** To have a form notarized, you must go to the notary before signing it. (See the Introduction, Section D1, for general advice on having a form notarized.) Notarization will add a measure of legal credibility, but it is not legally required.

## Form 88: Agreement for a Joint Purchase

Many couples make purchases item by item, understanding that whoever makes the purchase owns the property. George buys the kitchen table and chairs, and Edna buys the lamp and stereo. If they

split up, each keeps the property he or she bought. In this situation, George and Edna would use the Agreement to Keep Property Separate (Form 87). Couples can also pool money for their purchases. Edna and George can jointly own everything bought during the relationship, and divide it all 50-50 if they separate. In this case, the Agreement to Share Property (Form 89) would be appropriate.

While these types of consistent approaches to property ownership may simplify things, they are required by neither law nor logic. Edna and George could choose a combination of the two methods. Some items may be separately owned, some pooled 50-50, and some shared in proportion to how much money each contributed toward the purchase price or how much labor each put into upkeep.

Many unmarried couples opt for a basic keeping-things-separate approach, at least when they first get together. Despite this, however, an unmarried couple will often want to own one or more major items together, as would be the case if they pool income to buy a new bed and an expensive sound system. Clause 6 in the Agreement to Keep Property Separate (Form 87) allows you to easily do this.

Whatever type of property is purchased, it is important that your joint ownership agreement be written down. This is especially true if you have previously signed an agreement (such as Form 87) to keep the bulk of your property separate. Form 88 allows you to record your joint ownership agreement for a specific purchase quickly and easily. Simply fill in the details of your joint purchase, including the item or property bought, the percentage of ownership (such as 50-50 or 60-40) each of you has and how you will deal with the property should you split up. For example, you may specify that one person automatically has the right (of first refusal) to buy out the other's share. You may agree to do a simple coin toss or come up with your own approach depending upon the particular property.

## Signing Instructions

You and your partner must sign this Agreement for a Joint Purchase for it to be valid. Print out two



copies of the form, so you'll each have your own copy. Each person should sign and date both copies of the agreement and keep a signed document for their own records. Keep your agreement in a safe place along with other important documents, such as insurance and financial papers, lease, copies of wills, and the like.



**Don't use the Agreement for a Joint Purchase if you're buying a car or house together.**

Check with your state's motor vehicles department for rules regarding the language that should be used to establish joint ownership of a motor vehicle. Also, houses and other real property will have their own specialized rules for ownership and taking title.

## Form 89: Agreement to Share Property

Especially if you have been together several years or more and have begun to jointly purchase property (a new car or bed, for example), you may want to do what a fair number of unmarried couples do—abandon your agreement to keep property separate, and instead treat property either of you purchases as jointly owned. If this is your understanding, write it down. Use Form 89 to establish that all newly acquired property—except that given to or inherited by one partner, or that which is clearly specified in writing as separate property, is to be jointly owned by both, and equally divided should you separate.

Note that Clause 3 states that you will attach a list of the property each of you owned prior to the date of your agreement, as well as a list of jointly owned property and includes Attachments A, B, and C for this purpose. You may be as detailed as you want in preparing these separate property lists, but at least include major items (valued at \$50 or more).

Clause 9 provides for mediation if a dispute arises out of this agreement. The Introduction, Section E, discusses mediation and dispute resolution procedures.

## Signing Instructions

You and your partner must sign this Agreement to Share Property for it to be valid. Print out two copies of the form, so you'll each have your own copy. Each person should sign and date both copies of the agreement and keep a signed document for their own records. Keep your agreement in a safe place along with other important documents, such as insurance and financial papers, lease, copies of wills, and the like.



**This form contains a space for the acknowledgment of a notary public.**

To have a form notarized, you must go to the notary before signing it. (See the Introduction, Section D1, for general advice on having a form notarized.) Notarization will add a measure of legal credibility, but it is not legally required.



**Giving or receiving property for the purpose of evading creditors is illegal.**

A contract agreeing to keep all property separate will protect you from your partner's creditors and avoid any suggestion of impropriety.

## Form 90: Declaration of Legal Name Change

Unmarried partners occasionally prefer to use the same last name, or a hyphenated version of both last names. But doing this means that one or both partners must change their existing name.

The best way to change your name is by court order. This is usually fairly simple—you fill out and file at the courthouse a short petition, publish legal notice of your intention to change your name in a local legal newspaper, and attend a routine court

hearing. This is the foolproof way to change your name; many states won't issue a new driver's license without a court-ordered name change. Once you obtain the court order changing your name, you must still change your records, identity cards, and documents. All you need to do is show the various bureaucrats the judge's order.

Some states do not require the court petition method (where you go to court and obtain a judge's order). Instead, you can simply use your new name consistently (this is called the usage method), in all aspects of your business, personal, and social life. However, we don't recommend this, even if you live in a state that permits it. Between post-9/11 paranoia and concern about the rising incidence of identity theft, it is more and more difficult to find agencies that will honor a usage method name change. Whatever method you use, you will need to notify agencies that you have changed your name. That's the purpose of Form 90, the Declaration of Legal Name Change, which officially states that you have changed to a new name. Use it to change your personal records, identity cards, and documents. Getting official agencies such as the Department of Motor Vehicles and Social Security Administration to accept your name change is particularly important to getting your new name accepted. Once you follow those agencies' procedures and actually get official documents in your new name, it will be easy to switch over other accounts and documents.



#### **Check your state's rules regarding name changes.**

Always check first to see if a particular agency, such as the Department of Motor Vehicles, requires a court order to process a name change. Many states, including California, won't issue a driver's license without a court-ordered name change. In California, [\*How to Change Your Name in California\*](#), by Lisa Sedano and Emily Doskow (Nolo), will help you do the job quickly and efficiently. Also, keep in mind that parents wishing to change a minor's name must use the court petition method.



#### **Illegal reasons to change your name.**

You cannot change your name to defraud creditors, for any illegal purpose, to benefit economically by the use of another person's name, or to invade someone's privacy (don't name yourself Madonna or George Bush). Otherwise you can change your name for any reason and assume any name you wish.

### **Signing Instructions**

You must sign this Declaration of Legal Name Change form for it to be valid. Print out enough copies for every agency and organization you wish to notify of your name change. Get each form notarized before you use one. Keep a signed and notarized copy for your own records. ■







## Settling Legal Disputes

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Form 91: Demand Letter .....	14/2
Form 92: Online Auction Buyer Demand Letter .....	14/3
Form 93: Request for Refund or Repair of Goods Under Warranty .....	14/3
Form 94: Accident Claim Worksheet .....	14/5
Form 95: General Release .....	14/7
Form 96: General Mutual Release .....	14/8
Form 97: Release for Damage to Real Estate .....	14/8
Form 98: Release for Property Damage in Auto Accident .....	14/8
Form 99: Release for Personal Injury .....	14/8
Form 100: Mutual Release of Contract Claims .....	14/9

**B**ecoming involved in any legal dispute can be harrowing. Many people lose sleep, time, and money trying to right their wrongs, even informally. Then, take it to the next step—the prospect of going to court and facing an unpredictable court trial can scare even the bravest person. That’s why it’s so easy to appreciate the traditional Mexican curse that says, “May you have a lawsuit in which you know you are right.”

Fortunately, most legal disputes are resolved long before anyone sees the inside of a courtroom—one person demands a settlement, the other person counters, and the negotiations continue from there. If settlement still proves elusive, it’s common to turn for assistance to a mediator who will attempt to help the parties come to an agreement. (The Introduction, Section E, discusses mediation and other means of resolving disputes.)

Whether the parties arrive at their own compromise settlement or settle with the help of a neutral third party, this chapter presents useful tools you can use to try and resolve your dispute. And if you do settle, it also provides several releases that you or the other party should sign so neither of you risks being hauled into court after you write or receive the check you believe settles the matter.



Additional information and sample forms for settling disputes can be found in *Everybody’s Guide to Small Claims Court*, by Ralph Warner, and *Mediate, Don’t Litigate*, by Peter Lovenheim and Lisa Guerin. Sample forms for settling a claim with an insurance company can be found in *How to Win Your Personal Injury Claim*, by Joseph Matthews. For a detailed discussion of representing yourself in court, see *Represent Yourself in Court*, by Paul Bergman and Sarah Berman-Barrett. All titles are published by Nolo.

## Form 91: Demand Letter

Assuming your dispute has escalated to the point where you and the other party can no longer civilly discuss a compromise, your next step in trying to resolve it is to send a demand letter clearly stating what you want. That’s the purpose of Form 91. Studies show that in as many as one-third of all disputes, your demand letter will serve as a catalyst to arriving at a settlement. It is fair to ask why demand letters work so frequently to resolve disputes that couldn’t simply be talked out. The answer seems to be that a written document often acts like a slap in the face to convince the other party you really are serious about going to court if you can’t settle the matter. Also, your demand letter gives you a chance to carefully organize the facts of your case. This means if you wind up in mediation, arbitration, or court (such as small claims court), you will have already done much of your preparation.

When writing your demand letter, here are some suggestions:

- Be polite. Avoid personally attacking your adversary.
- Concisely review the main facts of the dispute—including who, what, where, and when. (See “How to Word a Demand,” below.) Even though your adversary knows this information, a judge, mediator, or other third party may eventually see your letter.
- Ask for exactly what you want—the return of property, \$1,000, or whatever.
- Conclude by stating that if the problem isn’t resolved within a set period of time (seven to ten days is often good), you will take further action, such as filing a court case, if necessary.

The demand letter included here indicates that you are willing to try mediation. Mediation, a non-adversarial process involving a neutral person, a mediator, is usually a great way for people to resolve differences. If you are not willing to try mediation (that is, you plan to sue if your demands aren’t met), delete the mediation language in the demand letter.

## How to Word a Demand

When writing a demand letter, describe in your own words exactly what happened. Specify dates, names of people with whom you dealt, and the damages you have suffered. Here's an example:

*On September 21, 20xx, I took my car to your garage for servicing. Shortly after I picked it up the next day, the engine caught fire because of your failure to connect the fuel line to the fuel injector properly. Fortunately, I was able to douse the fire without injury. As a direct result of the engine fire, I paid ABC Garage \$1,281 for necessary repair work. I enclose a copy of the invoice. Also, I was without the use of my car for three days and had to rent a car to get to work. I enclose a copy of an invoice showing the rental cost of \$145. In total, I was out \$1,426.*

### Signing Instructions

Sign the Demand Letter and send it certified mail (return receipt requested) to the person with whom you're having a dispute. Keep a copy of the letter. You may need it later if you end up filing a lawsuit.

## Form 92: Online Auction Buyer Demand Letter

Online auctions, such as those held on eBay, have become increasingly popular. Unfortunately, not everyone who buys goods via an online auction has a satisfactory experience. If you have a dispute with an online auction seller, use this demand letter to alert the seller of your complaint and to establish your claim. (For more on demand letter strategies, see Form 91 above.)

This demand letter gives you the option of proposing to the buyer that the two of you use an online dispute resolution service, such as [www.squaretrade.com](http://www.squaretrade.com), to resolve your claim. Make sure to look at the websites (suggested sites are listed on Form 92) for these dispute resolution companies first to understand how they work before proposing that option to the buyer.

## Online Auctions: Think Before You Bid

Are you a novice buyer, unfamiliar with how auction sites work? If so, review the auction site's rules and find out what the company does if a problem occurs. Also, compare the price of the item elsewhere—not every item for sale on an online auction is a bargain.

Most important, learn as much as you can about the seller. Use common sense. Possible danger signs are if the seller:

- has a history of negative feedback
- is using a post office box
- wants payment in cash
- is outside the U.S.
- wants your Social Security or driver's license number, or
- uses a free email account—that is, a service such as Yahoo! or Hotmail that doesn't require a credit card to obtain an account.

For more advice on how to protect yourself, check out the Internet Fraud Watch's online auction page at [www.fraud.org/tips/internet/onlineauctions.htm](http://www.fraud.org/tips/internet/onlineauctions.htm).

### Signing Instructions

Sign the Online Auction Buyer Demand Letter and send it via certified mail, return receipt requested, if you have the seller's physical address. If not, send it by email. Keep a copy of the letter. You may need it later if you wind up filing a lawsuit.

## Form 93: Request for Refund or Repair of Goods Under Warranty

Use this form to request compensation when a purchased item such as a VCR or bicycle is defective. Most new products you buy (and even some used ones) come with a warranty that offers protection if the product fails during the warranty period. Here are the basic rules regarding warranties:

- If a product comes with a written warranty from either the seller or the manufacturer, you have the right to rely on it.
- If a seller makes a statement describing a product's feature—for example, “This sleeping bag will keep you warm at 25 degrees below zero”—and because of the statement you make your purchase, the statement is an express warranty that you have a right to rely on.
- For most purchases, you automatically have an implied warranty of merchantability, meaning that the item will work for its intended use—for example, a lawnmower will cut grass. If the item doesn't work, you should be able to return it for a refund or replacement.

If a warranty is breached—for example, a TV set with a one-year warranty breaks after two weeks' time—ask the seller for redress. Simply call or visit the store, explain the problem, and ask for a refund or replacement of the defective TV set. If the seller refuses, use this form to notify the seller and manufacturer of your demand for them to make good under the warranty. Give them a reasonable chance—such as 30 days—to make necessary repairs, replace the defective product, or refund the purchase price. Most reputable sellers and manufacturers will. Form 93 states that you may take further action, such as filing a court action, if your request is unmet.



**If you are using this form to request warranty coverage, make sure the product warranty covers your situation.** Read the warranty to see how long it lasts; who you contact for warranty service (seller or manufacturer); your options if the product fails (refund, replacement, or repair); what parts and problems are covered (some warranties cover replacement of parts but not labor, or only cover problems due to faulty material or workmanship); and any conditions (such as registration) or limitations that may apply.

Here's how to prepare a Request for Refund or Repair of Goods form:

**Start by filling in the name(s) and address(es) of the seller or manufacturer (depending upon the particular warranty and your complaint).** If you have a written manufacturer's warranty, check it for the appropriate

address to send requests for warranty coverage; this may be the seller/dealer or the manufacturer. If you are not sure, ask the seller from whom you purchased the item. This may be a retail store, catalog distributor, or website. In many cases, you will need to mail or deliver the product along with your request for warranty coverage to either the seller/dealer or the manufacturer.

If you do not have a written manufacturer's warranty and the dispute is with the seller, send this form to the seller. It shouldn't be too hard for you to determine the name and address of the seller, assuming you made an in-person or catalog purchase. For online purchases, you may have to search the seller's website to locate an address. If you can't find this on the site, look for a phone number to call for the address. If all else fails, ask your local reference librarian for suggestions on how to get the seller's address.

**Fill in the item name or description.** If possible, include the model number—for example, Tasty Toaster Model 9333.

**Next, fill in the purchase price, date, and place of purchase.**

**Describe the problem (reason you are demanding redress) and why you are dissatisfied with your purchase.** Provide as much detail as possible, including what your written warranty (if any) says; what you were told by whom when you made the purchase; how you have used the product; what has gone wrong; and what efforts you have made to obtain a new item or refund. For example, if you called the seller, provide details on the date and details of the phone conversation. If you have already sent the seller an informal note about the problem, mention that and attach a copy of the note to this form. If you are enclosing anything such as a copy of the purchase receipt as proof of purchase or a copy of the written warranty, be sure to say so in this section of the form. See “How to Complain About a Defective Product.”

**Indicate whether or not the item is enclosed.**

Whether you are seeking redress by mail or in person, you may need to return the item, such as a broken toaster or punctured tires. This will not always be feasible—for example, in the case of a shattered mirror.

## How to Complain About a Defective Product

Here are a couple of examples of how to explain your dissatisfaction with a product you've purchased and why you're seeking redress:

**Complaint about manufacturer's warranty.** *On May 21, 2003, I purchased a Tasty Toaster (Model 9333) from the Toaster Store, 195 Main Street, Columbus, Ohio. This toaster came with a one-year warranty (copy enclosed). Last week, the toaster coils overheated and the toaster simply does not work. I have owned the toaster only four months, used it only occasionally, and have not subjected it to any extraordinary usage.*

**Complaint about store's warranty.** *On April 16, 2003, I purchased an UpHill Bicycle (model number 12345ht) from CycLeader, 3300 Sharper Avenue, Denver, Colorado. In the presence of my friend, Randy Jacobs, I explained to the store clerk, "Mark," that I planned to use the bicycle for off-road mountain cycling throughout Colorado. The clerk assured me that the tires on this particular UpHill bicycle could "handle any surface." Just last week, less than a month after I purchased the bike, both tires punctured while I was cycling on a much-used mountain bike trail near Greeley. When I asked for a partial refund so as to purchase new tires, the store manager claimed that no one named Mark currently works at CycLeader and claimed that this model UpHill bicycle would never have been sold for off-road use.*

**Specify what type of compensation you want.** Read your warranty (if any) to find out what kind of redress may be available and to make sure that the warranty covers your situation. Some manufacturer warranties only promise to repair or replace a defective item; others will give you the additional choice of seeking a full or partial refund of your purchase price. If you don't care, or don't have a written warranty, ask for either a refund or a replacement item.

**Indicate when you want to receive the requested compensation.** We suggest 30 days, after which you will take further action such as filing a lawsuit.

### Signing Instructions

Sign the Request for Refund or Repair of Goods and include any relevant material, such as a copy of the written warranty (often part of the owner's manual that came with the item from the manufacturer), advertisement that you relied on when making your purchase, receipt, previous correspondence with the seller, or the item itself. If you are addressing this form to the manufacturer, send a copy to the seller, too. You may also want to send a copy of this letter to a state or local consumer agency or the Better Business Bureau. See "How to Complain to Government Agencies" at the end of Form 101 in Chapter 15.

Keep a copy of your form and attached materials for your records. You may need this if you end up filing a small claims court case.

### Form 94: Accident Claim Worksheet

Many types of legal disputes involve claims against a person, business, or insurance company arising out of an accident where you were injured and/or your property was damaged. This includes both car accidents and "slip and falls." Use Form 94, the Accident Claim Worksheet, to keep track of the names, addresses, and phone numbers of parties and witnesses involved, along with communications with them, dates of various events, and conversations, details from insurance companies, and other information you will need to process an accident claim. It is for your personal reference and is not intended to become part of your claim.



**Get witness statements in writing as soon as possible.** Don't count on an eyewitness remembering what she saw, especially given the fact that the witness is likely to be contacted by the other party. Ask the witness to make and sign a note as to what she saw as soon after the accident as possible.

## Signing Instructions

There are no signing instructions for the Accident Claim Worksheet. Simply fill it in for use in preparing a claim after an accident.



Use Form 102, Notice of Insurance Claim, to notify the appropriate insurance company of the accident.

## Forms 95-99: Releases

A common means of settling minor disputes (such as an argument about an unpaid loan, a minor fender bender, or a golf ball crashing through a window) is for one party to pay the other a sum of money in exchange for giving up his legal claim. Another way to settle a claim is for the person in the wrong to do something of benefit for the other. For example, if your neighbor's dog destroys your garden, you might agree to take no further action if your neighbor agrees to replace your most valuable plants and build a fence.

In either situation, you'll want to write out your agreement in the form of a contract commonly called a release. A release usually consists of no more than one party saying, "I'll pay a certain amount or do a certain thing," and the other party saying that, "In exchange, I'll forever give up my legal claim against you."

### What Makes a Release Legally Enforceable?

To be legally enforceable, a release must satisfy two contract law requirements:

- **The release must be voluntary.** Each side must enter into the agreement voluntarily. If a party was coerced into signing an agreement because of the other's threats or intimidation, a court may consider it involuntary and therefore unenforceable. Courts are quite leery about tossing out a release for this reason, however.

For example, in a dispute involving the repair of a bicycle, one party telling the other "I'll sue for \$100,000 tomorrow if you don't agree to this release" is not the kind of threat that will make a release unenforceable. The threat or coercion must be both significant and within the realm of possibility.

- **The agreement must be arrived at fairly.** Judges are usually unwilling to enforce any agreement that is the product of deceit or the result of one side taking undue advantage of the other. For example, if a person is persuaded to sign a release two hours after an accident that left him groggy, or doesn't understand the meaning of the document or the rights he is waiving because he can't speak English, a court will likely not uphold it.

Releases are powerful documents. If you sign one forever giving up a legal claim in exchange for \$500, and learn six months later that the extent of your damage is much greater than you realized when you signed the release, you are out of luck unless a court declares the release unenforceable for one of the above reasons.

### Questions to Ask Before Signing a Release

In most situations where both sides understand the dispute and the consequences of various settlement options, you can confidently sign a release, knowing that the dispute will be finally put to rest. But it is always wise for both sides to ask the following questions before they sign on the dotted line:

- Do you both understand the issues that underlie the dispute?
- Do you both fully understand what the release accomplishes?

If the answer to these questions is yes, it's wise to ask another three additional questions, but this time just of yourself:

- Do I understand the alternative to a settlement—the legal result I am likely to obtain (and the time and dollars I am likely to spend to get it) if I go to court rather than accept the release and settle?



- Have I discussed my decision to sign the release with someone who has good business sense and is not emotionally involved with the issue or parties?
- If a lot of money is involved, have I consulted an attorney with practical experience in this field?

If big bucks are at stake and the answer to either of the second two questions is “no,” or even a waffling “maybe,” do the necessary homework before agreeing to release the other party.

This chapter contains several release forms, including a General Release, Form 95 (to settle a dispute when only one party is alleged to have been injured or suffered damages) and a General Mutual Release, Form 96 (to settle a dispute when both parties claim the other is at fault and that each has suffered injury or damage). We also include specific releases for damage to real estate (Form 97), property damage in an automobile accident (Form 98), personal injury (Form 99), and contract claims (Form 100). Review them all to see which one is most appropriate to your situation.

### Note on Legal Terminology

The person with the claim who releases the other is called the *Releasor*. The *Releasee* is the person responsible for the injury or the claim who agrees to pay money or promises to do (or not to do) something of value in exchange for the release. This is called paying *consideration*. To be binding, all contracts, including releases, require an exchange of consideration. The exchange of consideration (such as payment of a specific sum of money) should ideally occur before the release is signed. If this is not possible or feasible, the release should specify when the payment or consideration will be provided.

### Making the Release Binding on Others

If one of the parties dies, you want the release to be binding on his or her heirs. Our release forms

include language about successors, assigns, and heirs. In addition, in all community property states (and in some noncommunity property states), one spouse is generally liable for the debts of the other spouse, and is entitled to recover monies owed to the other—even if the first spouse had nothing to do with the event leading up to the liability. For this reason, our release forms are binding on spouses and require the spouse’s signature that signifies his or her consent to the deal. The Chapter 5 discussion of promissory notes explains the basics of the community property system.

### Signing Instructions for Release Forms

You must sign the Release for it to be valid. Print out two copies of the form. All parties to the release, including spouses (if any) should sign and date both copies of the document in the appropriate spaces. Print the name(s) of the spouse(s) in the blank line provided; if one or both of the parties is not married, write “N/A” on the blank line. Each party should keep one copy of the release, signed by all parties.

### Form 95: General Release

A General Release is appropriate for settling personal disputes over a contract, debt, or minor personal injury when only one party is alleged to have been injured or suffered damage. (This form is not appropriate, however, if both parties claim the other is at fault and that each has suffered damage or injury as a result. This requires a mutual release, in which case you would use Form 96.)



**You can’t release what you don’t own.** If you’ve assigned your rights to someone else, that person becomes the Releasor, not you. Paragraph 4 of the General Release form represents your promise that you own the right that is the subject of the release.

## Form 96: General Mutual Release

Form 96 is appropriate for settling disputes—for example, over a debt or minor personal injury—where both parties claim the other is at fault and that each has suffered damage or injury as a result. Here the main point is often to trade legal releases—in which case, the value or consideration is both sides' mutual relinquishment of their legal rights involved in the dispute (Clause 3 of this form). It is not unusual, however, for the person who has suffered the more serious loss (or who was less at fault) to receive additional consideration (Clause 4 of this form). This may be a cash payment or other benefit—for example, free use of a spa facility owned by one of the parties.

If the dispute concerns an oral or written contract, use Form 100, Mutual Release of Contract Claims.

## Form 97: Release for Damage to Real Estate

Form 97 is appropriate for settling disputes between landowners that arise when one owner's property is damaged by another's action or inaction. Common examples include one person's tree overhanging another's yard or pool, or an uphill neighbor digging a ditch to divert rain runoff onto a downhill neighbor's property. And, of course, walls, fences, view-blocking trees, and noise can all lead to serious disagreements between neighbors.



**Before you settle a neighbor dispute, it will help for you to understand the legal issues**—for example, if a tree grows on the border, which neighbor owns it? For answers to this and similar questions, see [Neighbor Law](#), by Cora Jordan (Nolo).

## Form 98: Release for Property Damage in Auto Accident

Use Form 98 to settle claims over minor property damage from an auto accident. Do not use it if personal injuries are involved. In that case, use Form 99, Release for Personal Injury.

## Form 99: Release for Personal Injury

Use Form 94 when one party has suffered a relatively minor personal injury because of another's actions.



**Releases involving personal injuries should only be signed when the parties are sure that the scope of the injury is fully known.** For example, be sure that an injury has completely healed and your doctor has examined you, clearly established the scope of your injury, and unequivocally stated you have fully recovered and that there will be no further problem. It is almost never wise to sign very soon after an injury—you never know what problems may develop later.

Here are a few examples of language describing an injury for use in Clause 2:

- Cat scratches sustained on both arms after Releasor was attacked by Releasee's cat, Roscoe.
- Cuts Releasor sustained from a shattered window when a baseball hit by Releasee's son broke a window in Releasor's house.



For detailed advice on filing a personal injury claim, see [How to Win Your Personal Injury Claim](#), by Joseph Matthews (Nolo).

## Form 100: Mutual Release of Contract Claims

This final release can be used to settle a disagreement that arises from the breach of a written or oral contract. Unlike the General Release (Form 95) or the General Mutual Release (Form 96), this release is only useful for dealing with contract disputes.

### What If One of the Parties to a Release Doesn't Follow Through?

If either of the people signing the release doesn't pay the money or do the promised deed, the other has a choice. He or she can take the appropriate legal steps concerning the original dispute, as though no release had been signed. Or, either person could go to court and ask a judge to enforce the release (after all, it's a contract). A judge will consider whether the release was voluntary and the agreement arrived at fairly.

You can use small claims court to enforce the release if the amount is within the jurisdictional limits of the court. This is a good option, especially if the only thing involved is money.







## Miscellaneous Forms for Personal Use

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Form 101: Complaint Letter .....	15/2
Form 102: Notice of Insurance Claim .....	15/3
Form 103: Notice to Cancel Certain Contracts .....	15/4
Form 104: Cancel Membership or Subscription Notice .....	15/5
Form 105: Request to Begin Special Education Process .....	15/5
Form 106: Identity Theft Worksheet .....	15/7

The forms in this chapter are designed to help with various consumer issues, including writing a complaint letter to a government agency, asking your school to evaluate your child's eligibility for special education services, and dealing with identity theft.

## Form 101: Complaint Letter

Every state and the federal government prohibit unfair or deceptive trade acts or practices. This means that a seller can't deceive, abuse, mislead, defraud, or otherwise cheat you. If you think you've been cheated by someone selling a service or product, and you have been unable to resolve the problem directly, you should let the appropriate federal, state, and local government offices know. Although law enforcement in the area of consumer fraud is not uniformly great, many hardworking investigators do their jobs well. The more agencies you notify, the more likely someone will take notice of your complaint and act on it—especially if more than one consumer has registered a complaint about the same company.

Your first step is to draft a complaint letter, using this form. Be as detailed as possible regarding your complaint, including the name and title of the person you dealt with and the dates and details of the service or product problem and any follow-up communication. Keep your language neutral and state the facts of the situation. See “How to Word a Complaint” for sample language.

To back up your complaint, attach copies (never the originals) of all purchase receipts, contracts, warranties, advertisements, and other written documents relating to your complaint. Finally, your letter will be more persuasive if you suggest a solution, such as a refund, or at least a reply from the person investigating your complaint.

### How to Word a Complaint

Here's an example of language to include in a complaint letter:

*I wish to complain about a business called Celebrity Cards located in your state. About three months ago, I received a package of cards from this company unsolicited. I received a second package two months ago. Last month I received a bill from the company for \$50 plus shipping and handling. I never ordered these cards and I wrote to the company to say so. (A copy of my letter is attached.) I also stated that I considered the unsolicited items sent to my home to be a gift. Just this week, I received a second bill and a threat to send this debt to a collection agency and report it to a credit bureau.*

Next, compile a list of agencies and their addresses where you will send your complaint letter. Start by checking [www.consumer.gov](http://www.consumer.gov), a website with consumer information offered by the federal government. This will help you identify the appropriate federal agency to receive your complaint, depending on the nature of your problem. For example, a complaint about a mail order company or an online auction would go to the Federal Trade Commission ([www.ftc.gov](http://www.ftc.gov)) which handles fraudulent, deceptive, and unfair business practices. See “How to Complain to Government Agencies,” below, for lists of resources.

Be sure to send a copy of your letter to the company you are complaining about.

## How to Complain to Government Agencies

Depending on the problem, you can send a copy of your complaint letter to one or more of the following agencies. You can also contact your local district attorney's consumer fraud division regarding local consumer protection services available, or the National Fraud Information Center, at [www.fraud.org](http://www.fraud.org) or by phone at 800-876-7060.

- **State Attorneys General.** You can find contact information for your state Attorney General's office from the National Association of Attorneys General at [www.naag.org](http://www.naag.org).
- **State Consumer Protection Office.** Your state consumer protection office can also provide advice, including the name of the appropriate licensing board that handles consumer complaints (for example, if your complaint concerns a licensed professional such as a contractor or lawyer).
- **Federal Trade Commission.** Division of Enforcement, 600 Pennsylvania Ave., NW, Washington, DC 20580; 877-382-4357; [www.ftc.gov](http://www.ftc.gov).
- **Federal Communications Commission.** 445 12th St., SW, Washington, DC 20554; 888-225-5322 (voice); 888-835-5322 (TTY); [www.fcc.gov](http://www.fcc.gov).

### Signing Instructions

There are no specific signing instructions for this Complaint Letter. Simply sign the form and send it to the appropriate government agencies with a copy to the company you're complaining about. Be sure to include copies of any relevant material such as previous correspondence with the seller. Keep a copy of your complaint letter and attached materials for your records. You may need this if you end up filing a small claims court case or taking other legal action.



If your complaint involves a defective product under warranty, use Form 93, Request for Refund or Repair of Goods Under Warranty.

## Form 102: Notice of Insurance Claim

If you're planning to make a claim against an insurance company—because you were in a car accident, were the victim of a slip and fall or animal bite, or something similar—you can use Form 102 to notify the appropriate company or companies. Depending on the circumstances, send your letter to the insurance company of the individual or business you believe was at fault. If you were in a car accident, send your insurance claim notice to the insurance company of the owner and the driver of the vehicle involved in the accident. If you were in a slip and fall, such as at a store, send your notice to the insurance company of the owner of the building where the accident occurred and of the store where you had the slip and fall. You will need to get the name and address of the insurance company from the appropriate party—for example, the person driving the car involved in the accident.

If you are covered by your own auto, homeowner's, business, or other policy, be sure to notify your own insurer. You can begin by contacting your agent or broker by phone, but it's a good idea to mail or fax in a written claim as well, keeping a copy for yourself.

Your insurance claim notice (Form 102) should be a simple letter giving only basic information and asking for a written response. It should not discuss fault, responsibility, or the details of your injuries. Make sure your notice includes the following:

- Your name, address, and phone number.
- The date, approximate time of day, and general location of the accident or incident.
- The type of accident (such as motor vehicle or animal bite) and an indication of whether you were injured or suffered property damage in the accident.



- If a vehicle was involved: details on the driver's car (such as make, model, and license plate number) and driver's license number.

If you completed the Accident Claim Worksheet (Form 94), you should already have this information at hand.

Form 102 includes a request that the insurance company confirm by return letter whom it represents, liability coverage of the insured, and whether the company is aware of anyone else who might be responsible for the accident. If the insurance company does not feel you provided sufficient information, it may send you its own form to complete.

### Signing Instructions

There are no specific signing instructions for the Notice of Insurance Claim form. Simply sign the form and send it to the other party's company with a copy to your own insurance company. Keep a copy of your insurance claim notice for your records. You may need this if you end up filing a small claims court case or taking other legal action.



For more about personal injury claims, see [How to Win Your Personal Injury Claim](#), by Joseph Matthew (Nolo).

### Form 103: Notice to Cancel Certain Contracts

Under the Federal Trade Commission (FTC) "Cooling-Off Rule," consumers have the right to cancel certain types of consumer contracts, within three days of signing. This right-to-cancel law applies to door-to-door sales contracts for more than \$25, and contracts for more than \$25 made anywhere other than the seller's normal place of business—for instance, at a sales presentation at a friend's house, hotel or restaurant, outdoor exhibit, computer show, or trade

show. (Real estate, insurance, public car auctions, and craft fairs are exempted from coverage.)

The Cooling-Off Rule applies only to goods or services primarily intended for personal, family, or household purposes. It does not apply to sales made as part of a request for a seller to do home repairs or maintenance (but purchases made beyond the maintenance or repair request are covered).

To take advantage of this right to cancel, you have until midnight of the third business day following the day you signed the contract to cancel the contract either in person or by mail. If you were not given notice of this right and a cancellation form when you sign the contract, simply use Form 103.

After canceling, the seller must refund your money within ten days. Then, the seller must either pick up the items purchased or reimburse you within 20 days for your expense of mailing the goods back to the seller (many states give the seller 40 days). If the seller doesn't come for the goods or make an arrangement for you to mail them back, you can keep them.



For more information on the federal Cooling-Off Rule, see [www.ftc.gov](http://www.ftc.gov) or call 877-FTC-HELP.

### Consumer Rights to Cancel Other Types of Contracts

Federal law (the Truth in Lending Act) lets you cancel a home improvement loan, second mortgage, or other loan where you pledge your home as security (except for a first mortgage or first deed of trust). Again, you have until midnight of the first business day after you signed the contract to cancel it. Contact the FTC for more information on the Truth in Lending Act. In addition, contact your state office of consumer protection regarding state laws that allow consumers to cancel contracts for other types of goods and services (such as a health club membership) within a few days of signing.

## Signing Instructions

To cancel a contract under the FTC Cooling-Off Rule, sign and date one copy of the Notice to Cancel Certain Contracts. Mail it to the seller or the address given for cancellation (if different from the place of purchase). Keep a copy of the notice for your own file. Be sure your envelope is postmarked before midnight of the third business day after the contract date. (Saturday is considered a business day, while Sundays and federal holidays are not.) It is a good idea to send this form by certified mail so you can get a return receipt. You may need this later as proof that you properly canceled the contract.

## Form 104: Cancel Membership or Subscription Notice

Use Form 104 to provide written confirmation that you wish to cancel membership in a club or organization or that you wish to cancel your subscription to a magazine, newspaper, or other periodical.

Look in the front of the publication for the department and address that handles subscriptions. Check mailings from membership groups for similar information. If there is not a separate membership or subscription department, send your Cancel Membership or Subscription Notice to the main address.

Fill in the requested information, specifically how your name, address, and identifying information is listed on mailing labels on the magazine or on printed materials you receive from a membership organization. If there is a business name or second name listed on the subscription or membership materials, fill in both names.

State the date you want to cancel the particular subscription or membership, such as “effective May 1, 20xx.” If you want, you may specify the reason you are canceling a magazine subscription or other periodical, or no longer want to receive mailings from a membership organization. You may also request a refund for the remainder of the subscription or membership period if you think it is appropriate.

**EXAMPLE 1:** I want to cancel my subscription to *Beef Roundup* because I have recently become a vegetarian.

**EXAMPLE 2:** I want to cancel my subscription to *Beef Roundup* because I am offended by your recent series on the lifestyles of vegetarians. Please refund the value of my remaining issues.

## Signing Instructions

Sign the Cancel Membership or Subscription Notice in the space provided. Make a copy of the form and mail the original to the publisher or organization of the periodical or membership you wish to cancel. If applicable, attach a copy of the mailing label or payment invoice to your notice. Keep a copy of the form for your records.

## Form 105: Request to Begin Special Education Process

This form can be used by parents who believe their child is in need of special help from their school district. A federal law—the Individuals with Disabilities Act (IDEA)—gives parents and guardians the right to request evaluations (assessments) of their children for physical or psychological disabilities that may affect their ability to learn. Upon your request, the school must present you with an assessment plan, listing all testing to be done on your child. Assessments usually include objective tests of your child’s abilities in all areas of suspected disability (for example, reading, memory, motor skills, or vision). In addition to formal tests, assessments often include subjective information relating to your child’s educational status, such as comments by teachers, the school psychologist, or a classroom aide.

The IDEA requires the school to provide special services (an Individualized Education Program, or IEP) to a child found to have disabilities. “Special education” is the broad term used to describe the educational system for children who have disabili-

ties, such as mental retardation; autism; specific learning disabilities; hearing, speech, language, orthopedic or visual impairment; or serious emotional disturbance.

Your child's eligibility for special education will depend on the results of the assessment. This letter starts the formal process by requesting an initial assessment of your child's eligibility for special education, an assessment plan, and general information on the IEP process.

This letter also asks the school district to provide a copy of your child's school file, including all tests, report cards, disciplinary records, and teacher notes about your child, so you can learn everything they already know about your child at school. This information is crucial as you assess your child's difficulties and the need for special education services. You have a legal right to inspect and review any educational record relating to your child. If your child has not yet been found eligible for services under the IDEA, you have the right to a copy of the school's file under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232 [g]). State laws also may give you a right to your child's file. Rules vary in different states, but you should be entitled to obtain the file without unnecessary delay. You may be charged for the copies as long as the fee "does not effectively prevent you from exercising your right to inspect and review the records" (34 C.F.R. §300.566).

Once you send this letter, the school district is required by federal law to inform you of the regulations, guidelines, and procedures that apply to special education services, and to begin the process of evaluation (assessment).

Send this Request to Begin Special Education Process to the special administrator at your child's school. Ask your child's teacher or the school principal for this person's name and address. Be sure to include a brief summary of your child's difficulties at school, such as developmental delays in language or reading problems, that you have noticed or have been told about by teachers, doctors, friends, or anyone who has spent time with your child.



For a comprehensive and thorough guide to special education laws and services, see [The Complete IEP Guide](#). If you know or suspect that your child has a learning disability, check out [Nolo's IEP Guide: Learning Disabilities](#). Both are by Lawrence Siegel, published by Nolo.

## Describing Your Child's Special Needs

It is very common for parents to recognize that their child has problems with school and simply not know what to do about them. It may be that your child's difficulties can be isolated and addressed very specifically, or the problems may be more wide-ranging. Following are some examples of difficulties your child may be experiencing in school that you should mention in your letter to the special education administrator. Be as specific as possible, but do not worry about listing everything. Don't get bogged down in things such as special classes or eligibility. Just write down what you have observed about your child's behavior, focusing on specific patterns. Keep in mind that this is just the beginning of the process. Trained professionals and assessments will help determine if your intuition is correct.

- academic problems in reading, spelling or math
- delays in developmental areas, such as language or fine motor skills
- difficulties processing or retaining information, such as understanding simple instructions or problems with short- or long-term memory
- social or emotional problems
- trouble sleeping, eating, or getting along with family
- sustained difficulties in paying attention or staying focused
- inappropriate or hyperactive behavior, or
- delays in physical milestones or other physiological difficulties, such as hearing loss, sight problems, difficulties with mobility, or handwriting problems.

## Signing Instructions

There are no specific signing instructions for the Request to Begin Special Education Process. Simply sign the form and keep a copy for your records.

## Form 106: Identity Theft Worksheet

Identity theft has become an epidemic, affecting 500,000 people in the United States in 2003 alone. Despite the mounting number of victims of identity theft, many people don't know what to do if it happens to them. If you believe that you are a victim of identity theft or fear that you may become one—for example, if you lost your wallet or gave personal information to a stranger—take these simple steps immediately. The order in which you take these steps will depend on your situation. For instance, if someone stole your wallet, you would likely want to start by contacting the relevant authorities and canceling all the accounts that are tied to the stolen cards.

Form 106 will help you keep track of what you've done, who you've spoken to, and what else you'll need to do to protect your personal information.

Regardless of your situation, be sure to follow every step.

- 1. Start a log.** Keep notes of your conversations and correspondence with authorities and financial institutions, including dates, names, and phone numbers. Also keep track of all time spent and expenses you incur; you can deduct theft-related expenses on your income tax return if you itemize deductions, and you may be able to seek compensation if you ever sue the thief.
- 2. Contact the credit bureaus to place a fraud alert.** Call one of the three major credit bureaus (Equifax, Experian, or TransUnion), and ask to have a free credit report sent to you, and to have your account flagged with a fraud alert. Activating a fraud alert removes you from all pre-approved credit and insurance offers for two years and requests creditors to contact you before opening any new accounts or making any changes to your existing accounts. When

activating a fraud alert, whichever one of three credit bureaus you contact is required to notify the other two. If you make additional calls to the credit bureaus on other subjects, be sure to contact all three, as they are not required to communicate with each other after your initial fraud-alert call. Here are the numbers to call.

Equifax: 800-525-6285

Experian: 888-397-3742

TransUnion: 800-680-7289

- 3. Review your credit reports.** After you receive your credit reports from the three credit bureaus, review them thoroughly. Make sure that all your personal information, including name, address, and Social Security number, is correct and that there are no fraudulent accounts or inquiries. Immediately report any suspicious information or activity to the credit bureau that issued the credit report. And in two to three months, order another report to ensure that no new fraudulent activity has occurred. Depending on where you live, a nominal fee may apply when you order a follow-up credit report.
- 4. Close any accounts that have been accessed fraudulently:** Contact all creditors, including banks, credit card companies, and other service providers, with whom there has been fraudulent activity. Close all accounts the thief opened or used fraudulently. Request that creditors notate closed accounts as “account closed at consumer's request,” because a mark of “card lost or stolen” can reflect poorly on your credit report.



If your ATM or debit card was stolen, do not use your old PIN for your new card. Choose a password that is obscure but that you will remember. Do not use common numbers such as your birth date.

If a thief stole checks or opened bank accounts in your name, contact one of the major check verification companies to report the fraudulent activity and to stop payment on stolen checks. For a complete listing of check-verifica-

tion companies, visit [www.fightidentitytheft.com](http://www.fightidentitytheft.com). When disputing new unauthorized accounts, use the Identity Theft Affidavit available at the Federal Trade Commission website: [www.ftc.gov](http://www.ftc.gov).

**5. Call the police.** File a report of the crime with your local police department. Provide as much evidence as you can, and ask the officer to list all fraudulently accessed accounts on the police report. Be sure to ask for a copy of the police report, because creditors will probably ask to see it. Remember to log the phone numbers and names of all the law enforcement agents that you speak to; creditors may want this information. It's also recommended that you file a police report in the community where the crime occurred.

**6. Report the fraud to the Federal Trade Commission (FTC):** When you file a claim with the FTC, it will enter your information into an electronic database used to prevent future identity thefts. The FTC also uses identity theft claims to assist law enforcement agencies in finding and arresting identity thieves.



To file a claim with the FTC, visit [www.consumer.gov/idtheft/index.html](http://www.consumer.gov/idtheft/index.html) or call the FTC's Identity Theft Hotline at 877-438-4338.

## Further Steps

Depending on the severity of your identity theft case, there are several other actions you may wish to pursue.

**1. Contact the local postal inspector.** If you believe that someone has changed your address through the post office or has committed mail fraud, call the U.S. Postal Service at 800-275-8777 or visit [www.usps.gov/websites/depart/inspect](http://www.usps.gov/websites/depart/inspect) to obtain the phone number for your local postal inspector. If you discover that mail in your name is being sent to an address other than your own, ask the local postmaster to forward all mail in your name to your own address.

## 2. Contact the Social Security Administration (SSA).

If you believe that your Social Security number has been used to fraudulently obtain welfare or Social Security benefits, visit [www.socialsecurity.gov/oig/guidelin.htm](http://www.socialsecurity.gov/oig/guidelin.htm) or call the SSA Fraud Hotline at 800-269-0271.

**3. Deal with debt collectors.** While you are handling your identity theft case, debt collectors may ask you to pay outstanding bills from fraudulently activated credit accounts. Inform the debt collector by phone and in writing that you are a victim of identity theft and that you are not responsible for the unpaid bill. In your letter, be sure to include copies of documents, such as a police report, that demonstrate that you are the victim of identity theft. With some exceptions, the company is legally prohibited from contacting you once they receive your letter. Request all pertinent information (e.g., name, phone number, address, account number) relating to both the debt collector and the referring credit issuer, and ask if they want you to fill out the FTC's fraud affidavit form (available at [www.ftc.gov/bcp/online/pubs/credit/affidavit.pdf](http://www.ftc.gov/bcp/online/pubs/credit/affidavit.pdf)). Finally, ask the debt collector to confirm in writing that you are not responsible for the outstanding debt and that the account has been closed.

**4. Contact the U.S. State Department.** If your passport was stolen or if you believe someone may be fraudulently ordering a passport in your name, contact the U.S. State Department at 202-955-0430 or visit [www.travel.state.gov/passport\\_services.html](http://www.travel.state.gov/passport_services.html).

**5. Contact the Department of Motor Vehicles (DMV).** If your driver's license was stolen or if someone is using the number to facilitate fraud, contact your state's DMV (for state-specific DMV contact information, visit [www.aamva.org](http://www.aamva.org)). Most states will put a fraud alert on your license if you ask for one. You should also request a new license number and fill out the DMV's complaint form.



**Where to go for more information.** For comprehensive identity theft information, including sample credit dispute letters and forms to help you log conversations, visit <http://www.ftc.gov/bcp/online/pubs/credit/idtheft.htm>

For state and federal identity theft laws and other victim resources, visit [www.idtheftcenter.org](http://www.idtheftcenter.org).

For links to additional identity theft websites, visit <http://www.privacyrights.org>.

## Signing Instructions

There are no specific signing instructions for the Identity Theft Worksheet. Simply use the form to keep track of what you've done to follow up on an identity theft. ■







## Using the Forms CD-ROM

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A.	Installing the Form Files Onto Your Computer .....	A/2
1.	Windows 9x, 2000, Me and XP Users .....	A/2
2.	Macintosh Users .....	A/2
B.	Using the Word Processing Files to Create Documents .....	A/2
Step 1:	Opening a File .....	A/3
Step 2:	Editing Your Document .....	A/3
Step 3:	Printing Out the Document .....	A/4
Step 4:	Saving Your Document .....	A/4
C.	Using PDF Files to Print Out Forms .....	A/4
Step 1:	Opening PDF Files .....	A/5
Step 2:	Printing PDF files .....	A/5
Step 3:	Filling in PDF files .....	A/5

The tear-out forms in Appendix B are included on a CD-ROM in the back of the book. This CD-ROM, which can be used with Windows computers, installs files that can be opened, printed and edited using a word processor or other software. It is *not* a stand-alone software program. Please read this Appendix and the README.TXT file included on the CD-ROM for instructions on using the Forms CD.

**Note to Mac users:** This CD-ROM and its files should also work on Macintosh computers. Please note, however, that Nolo cannot provide technical support for non-Windows users.

### How to View the README File

If you do not know how to view the file README.TXT, insert the Forms CD-ROM into your computer's CD-ROM drive and follow these instructions:

- Windows 9x, 2000, Me and XP: (1) On your PC's desktop, double click the My Computer icon; (2) double click the icon for the CD-ROM drive into which the Forms CD-ROM was inserted; (3) double click the file README.TXT.
- Macintosh: (1) On your Mac desktop, double click the icon for the CD-ROM that you inserted; (2) double click on the file README.TXT.

While the README file is open, print it out by using the Print command in the File menu.

Two different kinds of forms are contained on the CD-ROM:

- Word processing (RTF) forms that you can open, complete, print, and save with your word processing program (see Section B, below), and
- Forms (PDF) that can be viewed only with Adobe Acrobat Reader 4.0 or higher. You can install Acrobat Reader from the Forms CD (see Section C below). These forms are designed to

be printed out and filled in by hand or with a typewriter.

See Appendix B for a list of forms, their file names and file formats.

## A. Installing the Form Files Onto Your Computer

Before you can do anything with the files on the CD-ROM, you need to install them onto your hard disk. In accordance with U.S. copyright laws, remember that copies of the CD-ROM and its files are for your personal use only.

Insert the Forms CD and do the following:

### 1. Windows 9x, 2000, Me, and XP Users

Follow the instructions that appear on the screen. (If nothing happens when you insert the Forms CD-ROM, then (1) double click the My Computer icon; (2) double click the icon for the CD-ROM drive into which the Forms CD-ROM was inserted; and (3) double click the file WELCOME.EXE.)

By default, all the files are installed to the \101 Law Forms folder in the \Program Files folder of your computer. A folder called "101 Law Forms" is added to the "Programs" folder of the Start menu.

### 2. Macintosh Users

Step 1: If the "101 Law Forms CD" window is not open, open it by double-clicking the "101 Law Forms CD" icon.

Step 2: Select the "101 Law Forms" folder icon.

Step 3: Drag and drop the folder icon onto the icon of your hard disk.

## B. Using the Word Processing Files to Create Documents

This section concerns the files for forms that can be opened and edited with your word processing program.

All word processing forms come in rich text format. These files have the extension “.RTF.” For example, the form for the Temporary Guardianship Authorization for Care of Minor discussed in Chapter 1 is on the file FORM01.RTF. All forms, their file names and file formats are listed in Appendix B.

RTF files can be read by most recent word processing programs including all versions of MS Word for Windows and Macintosh, WordPad for Windows, and recent versions of WordPerfect for Windows and Macintosh.

To use a form from the CD to create your documents you must: (1) open a file in your word processor or text editor; (2) edit the form by filling in the required information; (3) print it out; and (4) rename and save your revised file.

The following are general instructions on how to do this. However, each word processor uses different commands to open, format, save, and print documents. Please read your word processor’s manual for specific instructions on performing these tasks.

*Do not call Nolo’s technical support if you have questions on how to use your word processor.*

### Step 1: Opening a File

There are three ways to open the word processing files included on the CD-ROM after you have installed them onto your computer.

- Windows users can open a file by selecting its “shortcut” as follows: (1) Click the Windows “Start” button; (2) open the “Programs” folder; (3) open the “101 Law Forms” subfolder; (4) open the appropriate chapter’s subfolder; and (5) click on the shortcut to the form you want to work with.
- Both Windows and Macintosh users can open a file directly by double clicking on it. Use My Computer or Windows Explorer (Windows 9x, 2000, Me, or XP) or the Finder (Macintosh) to go to the folder you installed or copied the CD-ROM’s files to. Then, double click on the specific file you want to open.

- You can also open a file from within your word processor. To do this, you must first start your word processor. Then, go to the File menu and choose the Open command. This opens a dialog box where you will tell the program (1) the type of file you want to open (\*.RTF); and (2) the location and name of the file (you will need to navigate through the directory tree to get to the folder on your hard disk where the CD’s files have been installed). If these directions are unclear you will need to look through the manual for your word processing program—Nolo’s technical support department will *not* be able to help you with the use of your word processing program.

### Where Are the Files Installed?

#### Windows Users

- RTF files are installed by default to a folder named \101 Law Forms in the \Program Files folder of your computer.

#### Macintosh Users

- RTF files are located in the “101 Law Forms” folder.

### Step 2: Editing Your Document

Fill in the appropriate information according to the instructions and sample agreements in the book. Underlines are used to indicate where you need to enter your information, frequently followed by instructions in brackets. *Be sure to delete the underlines and instructions from your edited document.* If you do not know how to use your word processor to edit a document, you will need to look through the manual for your word processing program—Nolo’s technical support department will *not* be able to help you with the use of your word processing program.

## Editing Forms That Have Optional or Alternative Text

Some of the forms have check boxes before text. The check boxes indicate:

- Optional text, where you choose whether to include or exclude the given text.
- Alternative text, where you select one alternative to include and exclude the other alternatives.

If you are using the tear-out forms in Appendix B, you simply mark the appropriate box to make your choice.

If you are using the Forms CD, however, we recommend that instead of marking the check boxes, you do the following:

### Optional text

If you **don't want** to include optional text, just delete it from your document.

If you **do want** to include optional text, just leave it in your document.

In either case, delete the check box itself as well as the italicized instructions that the text is optional.

### Alternative text

First delete all the alternatives that you do not want to include.

Then delete the remaining check boxes, as well as the italicized instructions that you need to select one of the alternatives provided.

## Step 3: Printing Out the Document

Use your word processor's or text editor's "Print" command to print out your document. If you do not know how to use your word processor to print a document, you will need to look through the manual for your word processing program—Nolo's technical support department will *not* be able to help you with the use of your word processing program.

## Step 4: Saving Your Document

After filling in the form, use the "Save As" command to save and rename the file. Because all the files are "read-only" you will not be able to use the "Save" command. This is for your protection. *If you save the file without renaming it, the underlines that indicate where you need to enter your information will be lost and you will not be able to create a new document with this file without recopying the original file from the CD-ROM.*

If you do not know how to use your word processor to save a document, you will need to look through the manual for your word processing program—Nolo's technical support department will *not* be able to help you with the use of your word processing program.

## C. Using PDF Files to Print Out Forms

Electronic copies of useful forms are included on the CD-ROM in Adobe Acrobat PDF format. You must have the Adobe Acrobat Reader installed on your computer (see below) to use these forms. All forms, their file names, and file formats are listed in Appendix B.

These forms cannot be filled out using your computer. To create your document using these files, you must: (1) open the file; (2) print it out; and (3) complete it by hand or typewriter.

## Installing Acrobat Reader

To install the Adobe Acrobat Reader, insert the CD into your computer's CD-ROM drive and follow these instructions:

- Windows 9x, 2000, Me, and XP: Follow the instructions that appear on screen. (If nothing happens when you insert the Forms CD-ROM, then (1) double click the My Computer icon; (2) double click the icon for the CD-ROM drive into which the Forms CD-ROM was inserted; and (3) double click the file WELCOME.EXE.)
- Macintosh: (1) If the "101 Law Forms CD" window is not open, open it by double clicking the "101 Law Forms CD" icon; and (2) double click on the "Acrobat Reader Installer" icon.

If you do not know how to use Adobe Acrobat to view and print the files, you will need to consult the online documentation that comes with the Acrobat Reader program.

Do *not* call Nolo technical support if you have questions on how to use Acrobat Reader.

to the folder you created and copied the CD-ROM's files to. Then, double click on the specific file you want to open.

- You can also open a PDF file from within Acrobat Reader. To do this, you must first start Reader. Then, go to the File menu and choose the Open command. This opens a dialog box where you will tell the program the location and name of the file (you will need to navigate through the directory tree to get to the folder on your hard disk where the CD's files have been installed). If these directions are unclear you will need to look through Acrobat Reader's help—Nolo's technical support department will *not* be able to help you with the use of your word processing program.

## Where Are the PDF Files Installed?

- Windows Users: PDF files are installed by default to a folder named \101 Law Forms in the \Program Files folder of your computer.
- Macintosh Users: PDF files are located in the "101 Law Forms" folder.

## Step 1: Opening PDF Files

PDF files, like the word processing files, can be opened one of three ways.

- Windows users can open a file by selecting its "shortcut" as follows: (1) Click the Windows "Start" button; (2) open the "Programs" folder; (3) open the "101 Law Forms" subfolder; (4) open the appropriate chapter's subfolder; and (5) click on the shortcut to the form you want to work with.
- Both Windows and Macintosh users can open a file directly by double clicking on it. Use My Computer or Windows Explorer (Windows 9x, 2000, or Me) or the Finder (Macintosh) to go

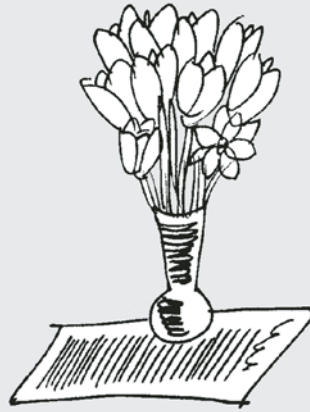
## Step 2: Printing PDF files

Choose Print from the Acrobat Reader File menu. This will open the Print dialog box. In the "Print Range" section of the Print dialog box, select the appropriate print range, then click OK.

## Step 3: Filling in PDF files

The PDF files cannot be filled out using your computer. To create your document using one of these files, you must first print it out (see Step 2, above), and then complete it by hand or typewriter. ■





## Tear-Out Forms

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<b>Form #</b>	<b>Form Name</b>	<b>File Name</b>	<b>Chapter</b>
Form 1	Temporary Guardianship Authorization for Care of Minor ...	Form01.rtf.....	1
Form 2	Authorization for Minor's Medical Treatment .....	Form02.rtf.....	1
Form 3	Authorization for Foreign Travel With Minor .....	Form03.rtf.....	1
Form 4	Housesitting Instructions .....	Form04.rtf.....	1
Form 5	Carpool Agreement .....	Form05.rtf.....	1
Form 6	Pet Care Agreement .....	Form06.rtf.....	1
Form 7	Authorization to Drive a Motor Vehicle .....	Form07.rtf.....	1
Form 8	Power of Attorney for Finances (Limited Power) .....	Form08.rtf.....	1
Form 9	Power of Attorney for Real Estate .....	Form09.rtf.....	1
Form 10	Notice of Revocation of Power of Attorney .....	Form10.rtf.....	1
Form 11	Property Worksheet.....	Form11.rtf.....	2
Form 12	Beneficiary Worksheet .....	Form12.rtf.....	2
Form 13	Will for Adult With No Child(ren) .....	Form13.rtf.....	2
Form 14	Will for Adult With Child(ren).....	Form14.rtf.....	2
Form 15	Will Codicil .....	Form15.rtf.....	2
Form 16	Request for Death Certificate .....	Form16.rtf.....	3
Form 17	Notice to Creditor of Death.....	Form17.rtf.....	3
Form 18	Notice to Stop Social Security Payments After a Death .....	Form18.rtf.....	3
Form 19	General Notice of Death .....	Form19.rtf.....	3



<b>Form #</b>	<b>Form Name</b>	<b>File Name</b>	<b>Chapter</b>
Form 20	Obituary Information Fact Sheet .....	Form20.rtf.....	3
Form 21	Notice to Deceased's Homeowner's Insurance Company ....	Form21.rtf.....	3
Form 22	Notice to Deceased's Vehicle Insurance Company .....	Form22.rtf.....	3
Form 23	Apartment-Finding Service Checklist .....	Form23.rtf.....	4
Form 24	Rental Application .....	Form24.pdf .....	4
Form 25	Fixed-Term Residential Lease .....	Form25.rtf.....	4
Form 26	Month-to-Month Residential Rental Agreement .....	Form26.rtf.....	4
Form 27	Landlord-Tenant Agreement to Terminate Lease .....	Form27.rtf.....	4
Form 28	Consent to Assignment of Lease .....	Form28.rtf.....	4
Form 29	Landlord-Tenant Checklist .....	Form29.pdf .....	4
Form 30	Notice of Needed Repairs .....	Form30.rtf.....	4
Form 31	Tenant's Notice of Intent to Move Out .....	Form31.rtf.....	4
Form 32	Demand for Return of Security Deposit.....	Form32.rtf.....	4
Form 33	Loan Comparison Worksheet .....	Form33.rtf.....	5
Form 34	Authorization to Check Credit and Employment References ....	Form34.rtf.....	5
Form 35	Monthly Payment Record.....	Form35.rtf.....	5
Form 36	Promissory Note—Installment Payments With Interest .....	Form36.rtf.....	5
Form 37	Promissory Note—Installment Payments With Interest and Balloon Payment .....	Form37.rtf.....	5
Form 38	Promissory Note—Installment Payments Without Interest....	Form38.rtf.....	5
Form 39	Promissory Note—Lump Sum Payment With Interest.....	Form39.rtf.....	5
Form 40	Promissory Note—Lump Sum Payment Without Interest .....	Form40.rtf.....	5
Form 41	Cosigner Provision .....	Form41.rtf.....	5
Form 42	Security Agreement Provision for Promissory Note .....	Form42.rtf.....	5
Form 43	Security Agreement .....	Form43.rtf.....	5
Form 44	U.C.C. Financing Statement .....	Form44.rtf.....	5
Form 45	Release of U.C.C. Financing Statement .....	Form45.rtf.....	5
Form 46	Agreement to Modify Promissory Note .....	Form46.rtf.....	5
Form 47	Overdue Payment Demand .....	Form47.rtf.....	5
Form 48	Demand to Make Good on Bad Check .....	Form48.rtf.....	5

<b>Form #</b>	<b>Form Name</b>	<b>File Name</b>	<b>Chapter</b>
Form 49	Ideal House Profile .....	Form49.rtf.....	6
Form 50	House Priorities Worksheet .....	Form50.rtf.....	6
Form 51	House Comparison Worksheet .....	Form51.rtf.....	6
Form 52	Family Financial Statement .....	Form52.rtf.....	6
Form 53	Monthly Carrying Costs Worksheet .....	Form53.rtf.....	6
Form 54	Mortgage Rates and Terms Worksheet .....	Form54.rtf.....	6
Form 55	Moving Checklist .....	Form55.rtf.....	6
Form 56	Motor Vehicle Bill of Sale .....	Form56.rtf.....	7
Form 57	Boat Bill of Sale .....	Form57.rtf.....	7
Form 58	Computer System Bill of Sale .....	Form58.rtf.....	7
Form 59	General Bill of Sale .....	Form59.rtf.....	7
Form 60	Bill of Sale for Dog .....	Form60.rtf.....	7
Form 61	Personal Property Rental Agreement .....	Form61.rtf.....	8
Form 62	Notice of Termination of Personal Property Rental Agreement .....	Form62.rtf.....	8
Form 63	Storage Contract .....	Form63.rtf.....	8
Form 64	Home Maintenance Agreement .....	Form64.rtf.....	9
Form 65	Home Repairs Agreement .....	Form65.rtf.....	9
Form 66	Contractor Mid-Job Worksheet .....	Form66.rtf.....	9
Form 67	Daily Expenses .....	Form67.rtf.....	10
Form 68	Monthly Income .....	Form68.rtf.....	10
Form 69	Monthly Budget .....	Form69.rtf.....	10
Form 70	Statement of Assets and Liabilities .....	Form70.rtf.....	10
Form 71	Assignment of Rights .....	Form71.rtf.....	10
Form 72	Notice to Terminate Joint Account .....	Form72.rtf.....	10
Form 73	Notice to Stop Payment of Check .....	Form73.rtf.....	10
Form 74	Request for Credit Report .....	Form74.rtf.....	10
Form 75	Dispute Incorrect Credit Report Entry .....	Form75.rtf.....	10
Form 76	Dispute Credit Card Charge .....	Form76.rtf.....	10
Form 77	Demand Collection Agency Cease Contact .....	Form77.rtf.....	10

<b>Form #</b>	<b>Form Name</b>	<b>File Name</b>	<b>Chapter</b>
Form 78	Notice to Remove Name From List .....	Form78.rtf.....	11
Form 79	Notice to Add or Retain Name but Not Sell or Trade It .....	Form79.rtf.....	11
Form 80	Telemarketing Phone Call Log .....	Form80.pdf .....	11
Form 81	Notice to Put Name on Company's "Do Not Call" List .....	Form81.rtf.....	11
Form 82	Demand for Damages for Excessive Calls .....	Form82.rtf.....	11
Form 83	Child Care Agreement .....	Form83.rtf.....	12
Form 84	Child Care Instructions .....	Form84.rtf.....	12
Form 85	Elder Care Agreement .....	Form85.rtf.....	12
Form 86	Housekeeping Services Agreement .....	Form86.rtf.....	12
Form 87	Agreement to Keep Property Separate .....	Form87.rtf.....	13
Form 88	Agreement for a Joint Purchase .....	Form88.rtf.....	13
Form 89	Agreement to Share Property .....	Form89.rtf.....	13
Form 90	Declaration of Legal Name Change .....	Form90.rtf.....	13
Form 91	Demand Letter .....	Form91.rtf.....	14
Form 92	Online Auction Buyer Demand Letter .....	Form92.rtf.....	14
Form 93	Request for Refund or Repair of Goods Under Warranty .....	Form93.rtf.....	14
Form 94	Accident Claim Worksheet .....	Form94.rtf.....	14
Form 95	General Release .....	Form95.rtf.....	14
Form 96	General Mutual Release .....	Form96.rtf.....	14
Form 97	Release for Damage to Real Estate .....	Form97.rtf.....	14
Form 98	Release for Property Damage in Auto Accident .....	Form98.rtf.....	14
Form 99	Release for Personal Injury .....	Form99.rtf.....	14
Form 100	Mutual Release of Contract Claims .....	Form100.rtf .....	14
Form 101	Complaint Letter .....	Form101.rtf .....	15
Form 102	Notice of Insurance Claim .....	Form102.rtf .....	15
Form 103	Notice to Cancel Certain Contracts .....	Form103.rtf .....	15
Form 104	Cancel Membership or Subscription Notice .....	Form104.rtf .....	15
Form 105	Request to Begin Special Education Process .....	Form105.rtf .....	15
Form 106	Identity Theft Worksheet .....	Form 106.rtf .....	15

## Temporary Guardianship Authorization for Care of Minor

**Child**

Name: \_\_\_\_\_  
 Permanent address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Birthdate: \_\_\_\_\_

**Child's School or Day Care**

*(Leave this section blank if your child is not in school or any type of child care program.)*

School or Child Care Program: \_\_\_\_\_ Grade (if in school): \_\_\_\_\_  
 Teacher: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Other Child Care Program (such as after-school program): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Responsible Adult: \_\_\_\_\_

**Child's Doctor, Dentist, and Insurance**

Doctor (or HMO): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Name of Medical Insurer/Health Plan: \_\_\_\_\_  
 Policy No.: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Dentist: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Name of Dental Insurer/Dental Plan: \_\_\_\_\_  
 Policy No.: \_\_\_\_\_ Phone: \_\_\_\_\_

**Parents (or Legal Guardians)**

**Parent 1**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_  
 Cell phone or pager: \_\_\_\_\_ Email: \_\_\_\_\_

**Parent 2**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_  
 Cell phone or pager: \_\_\_\_\_ Email: \_\_\_\_\_

**Temporary Guardian**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_  
 Cell phone or pager: \_\_\_\_\_ Email: \_\_\_\_\_  
 Relationship to minor: \_\_\_\_\_



**Emergency Contact**

In case of emergency, if the guardian cannot be reached, please contact: \_\_\_\_\_

Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

Cell phone or pager: \_\_\_\_\_ Email: \_\_\_\_\_

**Authorization and Consent of Parent(s) or Legal Guardian(s)**

*If there is more than one parent, the use of the singular incorporates the plural.*

1. I affirm that the minor child named above is my child and that I have legal custody of that child.
2. I give my full authorization and consent for my child to live with and travel with the temporary guardian, and for the temporary guardian to establish a place of residence for my child.
3. I give the temporary guardian permission to act in my place and make decisions pertaining to my child's educational, recreational, and religious activities.
4. I give the temporary guardian permission to authorize medical and dental care for my child, including but not limited to medical examinations, x-rays, tests, anesthesia, surgical operations, hospital care, or other treatments that in the temporary guardian's sole opinion are needed or useful for my child. Such medical treatment shall be provided only upon the advice of and supervision by a physician, surgeon, dentist, or other medical practitioner licensed to practice in the United States.
5. This authorization shall cover the period from \_\_\_\_\_ to \_\_\_\_\_.
6. While the temporary guardian cares for my child, the costs of my child's upkeep, living expenses, and medical and dental expenses shall be paid as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

*I declare under penalty of perjury under the laws of the state of \_\_\_\_\_ that the foregoing is true and correct.*

\_\_\_\_\_  
Parent 1's signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Parent 2's signature \_\_\_\_\_  
Date

**Consent of Temporary Guardian**

I solemnly affirm that I will assume full responsibility for the minor who will live with me during the period designated above. I agree to make necessary decisions and to provide consent for the minor as set forth in the above Authorization and Consent of Parent(s). I also agree to the terms of the costs of the minor's upkeep, living expenses, and medical and dental expenses as set forth in the above Authorization and Consent of Parent(s).

*I declare under penalty of perjury under the laws of the state of \_\_\_\_\_ that the foregoing is true and correct.*

\_\_\_\_\_  
Temporary guardian's signature \_\_\_\_\_  
Date

### Certificate of Acknowledgment of Notary Public

State of \_\_\_\_\_  
County of \_\_\_\_\_ } ss

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_,  
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 the within instrument, and acknowledged to me that he or she executed the same in  
his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

[NOTARY SEAL]

## Authorization for Minor's Medical Treatment

### Child

Name: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Age: \_\_\_\_\_ Grade in school: \_\_\_\_\_

Doctor (or HMO): \_\_\_\_\_

Address: \_\_\_\_\_

Name of Medical Insurer/Health Plan: \_\_\_\_\_

Policy No.: \_\_\_\_\_ Phone: \_\_\_\_\_

Allergies (medications): \_\_\_\_\_

Allergies (other): \_\_\_\_\_

Conditions for which child is currently receiving treatment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Other important medical information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dentist: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Dental Insurer/Dental Plan: \_\_\_\_\_

Policy No.: \_\_\_\_\_ Phone: \_\_\_\_\_

### Parents (or Legal Guardians)

#### Parent 1

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

Cell phone or pager: \_\_\_\_\_ Email: \_\_\_\_\_

Additional contact information: \_\_\_\_\_

#### Parent 2

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

Cell phone or pager: \_\_\_\_\_ Email: \_\_\_\_\_

Additional contact information: \_\_\_\_\_

### Other Adult to Notify in Case Parent(s) Cannot Be Reached

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

Cell phone or pager: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_

## Authorization and Consent of Parent(s) or Legal Guardian(s)

I affirm that I have legal custody of the minor child indicated above. I give my authorization and consent for *[name of supervising adult]*, who is a(n) \_\_\_\_\_

\_\_\_\_\_  
*[title and name of organization, if appropriate]* to authorize necessary medical or dental care for my child. Such medical treatment shall be provided upon the advice of and supervised by any physician, surgeon, dentist, or other medical practitioner licensed to practice in the United States.

\_\_\_\_\_  
Parent 1's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent 2's signature

\_\_\_\_\_  
Date

## Certificate of Acknowledgment of Notary Public

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_,  
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 the within instrument, and acknowledged to me that he or she executed the same in his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

[NOTARY SEAL]



## Authorization for Foreign Travel With Minor

To Whom It May Concern:

This letter concerns my child, \_\_\_\_\_  
[name of child], a United States citizen and a minor born on \_\_\_\_\_,  
[child's date of birth], who carries a United States passport with the number \_\_\_\_\_.

I affirm that I have legal custody of my child, and that there are no pending divorce or child custody proceedings that involve my child. I give my full authorization and consent for my child to travel outside of the United States with \_\_\_\_\_  
[name of adult with whom child will travel], who is the \_\_\_\_\_ [state adult's relationship with child] of my child. The purpose of the travel is \_\_\_\_\_

\_\_\_\_\_  
[specify vacation, touring, to visit relatives, to accompany adult on business trip, or other reason].

I have approved the following travel plans:

<u>Dates of travel</u>	<u>Destinations/Accommodations</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Furthermore, I hereby authorize \_\_\_\_\_  
[name of adult with whom child will travel] to modify the travel plans specified above as he/she deems necessary.

I declare under penalty of perjury under the laws of the state of \_\_\_\_\_  
that the foregoing is true and correct.

Parent 1's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Address: \_\_\_\_\_

Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

Cell phone or pager: \_\_\_\_\_ Email: \_\_\_\_\_

Parent 2's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

Address: \_\_\_\_\_

Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

Cell phone or pager: \_\_\_\_\_ Email: \_\_\_\_\_

### Certificate of Acknowledgment of Notary Public

State of \_\_\_\_\_  
County of \_\_\_\_\_ } ss

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_,  
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 the within instrument, and acknowledged to me that he or she executed the same in  
his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

[NOTARY SEAL]

## Housesitting Instructions

**Home Owner(s)**

Name(s) \_\_\_\_\_

Home address: \_\_\_\_\_

Home phone: \_\_\_\_\_

Temporary address(es) and phone numbers while housesitter is staying at home (or attach schedule)

**Plants and Garden** *What to water when.***Newspapers and Mail** *What to do about mail and newspapers; what to save, what to throw out.***Garbage and Recycling** *Details of garbage pickup and recycling—what, where, when.***Appliances** *Where to find manuals/booklets on different major and minor appliances, plus few odds and ends of information as to location and operation of DVD player, vacuum cleaner, stove, etc.***Lights** *Any special details on lights, timers, automatic night light, and external motion-sensitive lights.***Windows, Doors, Security Systems, and Keys** *Details on how locks and security system work and who has extra keys.***Smoke Detectors and Fire Extinguishers** *Details on location and functioning of smoke detectors and fire extinguishers.***Utilities** *Details on location and use of thermostat, gas and water shut-off valves, fuse box, and spare fuses.***Tools and Supplies** *Location of house supplies, such as tools, light bulbs, batteries, iron, cleaning supplies, and first aid kit.***Vehicles** *Details on cars, whether they need to be started once a week, etc.***Neighbors and Friends** *Names and phone numbers (home and work) of neighbors and friends who can help with any questions.***Repair People and Service Contacts** *Names and phone numbers of repairperson, plumber, insurance agent, etc.***Miscellaneous** *Anything else you want housesitter to know.*

Please don't hesitate to call us if anything comes up or you have questions. And be sure to help yourself to any food in the refrigerator or cupboards. Thanks!

Signature \_\_\_\_\_

Date \_\_\_\_\_

## Carpool Agreement

1. The purpose of this carpool is to transport children to [name of activity] located at \_\_\_\_\_
2. The carpool agreement will begin on [date] and end on [date] \_\_\_\_\_
3. The carpool route will be: \_\_\_\_\_
4. Inbound trip: the carpool will pick up the first child at [time] \_\_\_\_\_ and deliver all  
\_\_\_\_\_ children at the destination at [time]
5. Outbound trip: the carpool will meet the children at [time] \_\_\_\_\_ and deliver the last  
\_\_\_\_\_ child by [time].
6. Special agreements (waiting time, alternate drop-off sites, etc.): \_\_\_\_\_
7. The members of the carpool and the riders are:

### Child # 1:

Child's name: \_\_\_\_\_

Inbound pick-up address: \_\_\_\_\_

Outbound drop-off address: \_\_\_\_\_

Parent(s)' or guardian(s)' name(s): \_\_\_\_\_

Parents'/Guardians' address: \_\_\_\_\_

Parents'/Guardians' contact info: home: \_\_\_\_\_ work: \_\_\_\_\_ cell: \_\_\_\_\_ email: \_\_\_\_\_

Parents'/Guardians' work address: \_\_\_\_\_

Driver's name: \_\_\_\_\_ Drivers' License Number: \_\_\_\_\_

Driver's address, if different from above: \_\_\_\_\_

Driver's phone, if different from above: \_\_\_\_\_

Model, make, and license number of vehicle(s) driver expects to use: \_\_\_\_\_

Name of insurance company: \_\_\_\_\_

Names, phone numbers, and relationship to you/child of two people to call, other than those listed above, in an emergency: \_\_\_\_\_

Name and phone number of child's physician: \_\_\_\_\_

### Child # 2:

Child's name: \_\_\_\_\_

Inbound pick-up address: \_\_\_\_\_

Outbound drop-off address: \_\_\_\_\_

Parent(s)' or guardian(s)' name(s): \_\_\_\_\_

Parents'/Guardians' address: \_\_\_\_\_

Parents'/Guardians' contact info: home: \_\_\_\_\_ work: \_\_\_\_\_ cell: \_\_\_\_\_ email: \_\_\_\_\_

Parents'/Guardians' work address: \_\_\_\_\_

Driver's name: \_\_\_\_\_ Drivers' License Number: \_\_\_\_\_

Driver's address, if different from above: \_\_\_\_\_

Driver's phone, if different from above: \_\_\_\_\_

Model, make, and license number of vehicle(s) driver expects to use: \_\_\_\_\_

Name of insurance company: \_\_\_\_\_

Names, phone numbers, and relationship to you/child of two people to call, other than those listed above, in an emergency \_\_\_\_\_

Name and phone number of child's physician: \_\_\_\_\_

**Child # 3:**

Child's name: \_\_\_\_\_

Inbound pick-up address: \_\_\_\_\_

Outbound drop-off address: \_\_\_\_\_

Parent(s)' or guardian(s)' name(s): \_\_\_\_\_

Parents'/Guardians' address: \_\_\_\_\_

Parents'/Guardians' contact info: home: \_\_\_\_\_ work: \_\_\_\_\_ cell: \_\_\_\_\_ email: \_\_\_\_\_

Parents'/Guardians' work address: \_\_\_\_\_

Driver's name: \_\_\_\_\_ Drivers' License Number: \_\_\_\_\_

Driver's address, if different from above: \_\_\_\_\_

Driver's phone, if different from above: \_\_\_\_\_

Model, make, and license number of vehicle(s) driver expects to use: \_\_\_\_\_

Name of insurance company: \_\_\_\_\_

Names, phone numbers, and relationship to you/child of two people to call, other than those listed above, in an emergency: \_\_\_\_\_

Name and phone number of child's physician: \_\_\_\_\_

**Child # 4:**

Child's name: \_\_\_\_\_

Inbound pick-up address: \_\_\_\_\_

Outbound drop-off address: \_\_\_\_\_

Parent(s)' or guardian(s)' name(s): \_\_\_\_\_

Parents'/Guardians' address: \_\_\_\_\_

Parents'/Guardians' contact info: home: \_\_\_\_\_ work: \_\_\_\_\_ cell: \_\_\_\_\_ email: \_\_\_\_\_

Parents'/Guardians' work address: \_\_\_\_\_

Driver's name: \_\_\_\_\_ Drivers' License Number: \_\_\_\_\_

Driver's address, if different from above: \_\_\_\_\_

Driver's phone, if different from above: \_\_\_\_\_

Model, make, and license number of vehicle(s) driver expects to use: \_\_\_\_\_

Name of insurance company: \_\_\_\_\_

Names, phone numbers, and relationship to you/child of two people to call, other than those listed above, in an emergency: \_\_\_\_\_

Name and phone number of child's physician: \_\_\_\_\_

8. By signing this Agreement, I agree to abide by its terms to the best of my ability. I understand that any member of the carpool can cease participation without notice, but agree to give as much notice as is

possible under the circumstances. I understand that if a member is not fulfilling his or her responsibilities, that member may be asked to leave. I understand that this document is not a legally binding agreement and is entered into in a spirit of cooperation and a shared desire to make the carpool work well for the benefit of the children and their parents.

---

Parent or Guardian Signature

---

Date

---

Parent or Guardian Signature

---

Date

---

Parent or Guardian Signature

---

Date

---

Parent or Guardian Signature

---

Date

## Pet Care Agreement

### Pet Owner

Name: \_\_\_\_\_

Home address: \_\_\_\_\_  
\_\_\_\_\_

Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

Cell phone or pager: \_\_\_\_\_ Email: \_\_\_\_\_

Temporary address while pet is in Caregiver's care: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell phone or pager: \_\_\_\_\_ Email: \_\_\_\_\_

*[if more than one temporary address, attach itinerary]*

### Caregiver

Name: \_\_\_\_\_

Home address: \_\_\_\_\_  
\_\_\_\_\_

Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

Cell phone or pager: \_\_\_\_\_ Email: \_\_\_\_\_

#### 1. Pet(s)

Caregiver will take care of: \_\_\_\_\_  
\_\_\_\_\_

*[list name, species, breed, age, and, if necessary, any distinguishing characteristics]*

#### 2. Dates of Care

Caregiver will care for the animal(s) from \_\_\_\_\_ *[beginning date]*

until \_\_\_\_\_ *[ending date]*. OR

until Owner notifies Caregiver otherwise.

#### 3. Reimbursement and Compensation

Owner will reimburse Caregiver for reasonable out-of-pocket expenses, including veterinary bills incurred while caring for the animal(s). Owner will also compensate Caregiver as follows *[Select none, one, or both]*:

payment of \$ \_\_\_\_\_

other: \_\_\_\_\_

#### 4. Care Instructions

Caregiver will exercise reasonable care to protect the animal(s) from sickness, injury, and theft, and will follow these instructions:

##### Food

Type of food: \_\_\_\_\_

Amount: \_\_\_\_\_ Frequency: \_\_\_\_\_

Special instructions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Medication**

1. Name: \_\_\_\_\_ Dosage: \_\_\_\_\_  
 Special instructions: \_\_\_\_\_
2. Name: \_\_\_\_\_ Dosage: \_\_\_\_\_  
 Special instructions: \_\_\_\_\_

**Exercise**

Frequency and type: \_\_\_\_\_  
 Special instructions: \_\_\_\_\_

**Grooming**

Frequency and type: \_\_\_\_\_  
 Special instructions: \_\_\_\_\_

**Veterinary Care**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Veterinary insurance company and policy#: \_\_\_\_\_  
 Special instructions: \_\_\_\_\_

**5. Emergency Contact**

If Caregiver becomes unable to care for the pet(s), Caregiver will contact \_\_\_\_\_  
 \_\_\_\_\_ [name] at \_\_\_\_\_ [phone  
 number] to try to make substitute arrangements for their care and will promptly notify owner.

If arrangements cannot be made, Caregiver will turn the pet(s) over to \_\_\_\_\_  
 \_\_\_\_\_ [name] at \_\_\_\_\_ [phone  
 number] and promptly notify Owner.

**6. Disputes**

If any dispute arises under this agreement, the parties agree to select a mutually agreeable third party to help them mediate it, and to share equally any costs of mediation.

**7. Additional Terms**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**8. Entire Agreement**

This agreement contains the entire agreement between Owner and Caregiver. Any modifications must be in writing.

**Signatures**

\_\_\_\_\_  
 Pet Owner's name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Caregiver's name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date



## Authorization to Drive a Motor Vehicle

### Vehicle Owner (Owner)

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

Cell phone or pager: \_\_\_\_\_ Email: \_\_\_\_\_

### Vehicle

Make, model, and year of vehicle: \_\_\_\_\_

Vehicle license plate number: \_\_\_\_\_

State of registration: \_\_\_\_\_ Vehicle registration number: \_\_\_\_\_

Insurance company: \_\_\_\_\_

Insurance policy number: \_\_\_\_\_

### Person Authorized to Drive (Borrower)

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

Cell phone or pager: \_\_\_\_\_ Email: \_\_\_\_\_

Driver's license number: \_\_\_\_\_

Motor vehicle insurance company (if any): \_\_\_\_\_

Insurance policy number (if any): \_\_\_\_\_

## Authorization and Consent of Vehicle Owner

I am the lawful owner of the vehicle indicated above. I give my authorization and consent for Borrower to use this vehicle as follows:

Dates of use: \_\_\_\_\_

Area in which vehicle may be used: \_\_\_\_\_

Any restrictions or conditions on use: \_\_\_\_\_

*I declare under penalty of perjury under the laws of the state of \_\_\_\_\_  
that the foregoing is true and correct.*

\_\_\_\_\_  
Owner's signature

\_\_\_\_\_  
Date

## Power of Attorney for Finances (Limited Power)

I, \_\_\_\_\_ [your name],  
of \_\_\_\_\_ [your city and state],  
appoint \_\_\_\_\_

[name of your attorney-in-fact] to act in my place for the purposes of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This power of attorney takes effect on \_\_\_\_\_,  
and shall continue until terminated in writing, or until \_\_\_\_\_,  
whichever comes first.

I grant my attorney-in-fact full authority to act in any manner both proper and necessary to the exercise of the foregoing powers, and I ratify every act that my attorney-in-fact may lawfully perform in exercising those powers.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed: This \_\_\_\_\_ day of \_\_\_\_\_,

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Signature: \_\_\_\_\_, Principal

Social Security Number: \_\_\_\_\_

### Witnesses

On the date written above, the principal declared to me that this instrument is his or her financial power of attorney, and that he or she willingly executed it as a free and voluntary act. The principal signed this instrument in my presence.

#### Witness 1

\_\_\_\_\_

Signature

\_\_\_\_\_

Name

\_\_\_\_\_

Address

**Witness 2**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

**Certificate of Acknowledgment of Notary Public**

State of \_\_\_\_\_  
County of \_\_\_\_\_ } ss

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_,  
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 the within instrument, and acknowledged to me that he or she executed the same in  
his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

*[NOTARY SEAL]*

**Acknowledgment of Attorney-in-Fact**

By accepting or acting under the appointment, the attorney-in-fact assumes the fiduciary and other legal  
responsibilities and liabilities of an agent.

Name of Attorney-in-Fact: \_\_\_\_\_

Signature of Attorney-in-Fact: \_\_\_\_\_





I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

State of \_\_\_\_\_, County of \_\_\_\_\_.

\_\_\_\_\_  
Signature Social Security Number

**CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC**

State of \_\_\_\_\_  
County of \_\_\_\_\_ } ss

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_,  
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 the within instrument, and acknowledged to me that he or she executed the same in  
his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

**SIGNATURE OF ATTORNEY-IN-FACT**

By accepting or acting under the appointment, the attorney-in-fact assumes the fiduciary and other legal responsibilities of an agent.

\_\_\_\_\_  
Signature of Attorney-in-Fact

## Notice of Revocation of Power of Attorney

I, \_\_\_\_\_ [your name],  
of \_\_\_\_\_ [your city and state],  
revoke the power of attorney dated \_\_\_\_\_, empowering  
\_\_\_\_\_ [name of your  
attorney-in-fact] to act as my attorney-in-fact. I revoke and withdraw all power and authority granted  
under that power of attorney.

[if applicable]: That power of attorney was recorded on \_\_\_\_\_,  
in Book \_\_\_\_\_, at Page \_\_\_\_\_, of the Official Records, County of \_\_\_\_\_,  
State of \_\_\_\_\_.

Signed: This \_\_\_\_\_ day of \_\_\_\_\_,  
State of: \_\_\_\_\_ County of: \_\_\_\_\_  
Signature: \_\_\_\_\_, Principal  
Social Security Number: \_\_\_\_\_

## Certificate of Acknowledgment of Notary Public

State of \_\_\_\_\_  
County of \_\_\_\_\_ } ss

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_,  
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 the within instrument, and acknowledged to me that he or she executed the same in  
his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.  
\_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

[NOTARY SEAL]

# Property Worksheet

## Property

## Name of Any Existing Beneficiary

### Real Estate *(list each piece of real estate by address)*

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

### Cash and Other Liquid Assets

cash

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

checking accounts

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

savings and money market accounts

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

certificates of deposit

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

precious metals

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

### Securities (not in retirement accounts)

mutual funds

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

listed and unlisted stocks

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>



**Property**

**Name of Any Existing Beneficiary**

**Securities (continued)**

government, corporate, and municipal bonds

_____	_____
_____	_____

annuities

_____	_____
_____	_____

**Retirement Plan Assets (IRAs, Keoghs, Roth IRAs, 401(k) and 403(b) plans)**

_____	_____
_____	_____

**Vehicles**

automobiles, trucks, and recreational vehicles

_____	_____
_____	_____

planes, boats, and other vehicles

_____	_____
-------	-------

**Other Personal Property**

household goods

_____	_____
_____	_____

valuable clothing, jewelry, and furs

_____	_____
_____	_____

collectibles, including artworks and antiques

_____	_____
_____	_____

tools and equipment

_____	_____
_____	_____

**Property**

**Name of Any Existing Beneficiary**

**Other Personal Property (continued)**

livestock or other valuable animals

_____	_____
_____	_____

money owed you (personal loans, etc.)

_____	_____
_____	_____

death benefits

_____	_____
_____	_____
_____	_____

life insurance (other than term insurance)

_____	_____
_____	_____

miscellaneous (any personal property not listed above)

_____	_____
_____	_____
_____	_____
_____	_____

**Business Personal Property**

business ownerships (partnerships, sole proprietorships, limited partnerships, limited liability companies, corporations)

_____	_____
_____	_____
_____	_____
_____	_____

patents, copyrights, and trademarks (including the right to receive royalties)

_____	_____
_____	_____

miscellaneous receivables (mortgages, deeds of trust, or promissory notes held by you; any rents due from income property owned by you; and payments due for professional or personal services or property sold by you that have not been fully paid by the purchaser)

_____	_____
_____	_____
_____	_____

## Beneficiary Worksheet

### Beneficiaries of Specific Gifts In Your Will

**Item:** \_\_\_\_\_

Beneficiary(ies): \_\_\_\_\_

Address(es): \_\_\_\_\_

Alternate Beneficiary(ies): \_\_\_\_\_

Address(es): \_\_\_\_\_

**Item:** \_\_\_\_\_

Beneficiary(ies): \_\_\_\_\_

Address(es): \_\_\_\_\_

Alternate Beneficiary(ies): \_\_\_\_\_

Address(es): \_\_\_\_\_

**Item:** \_\_\_\_\_

Beneficiary(ies): \_\_\_\_\_

Address(es): \_\_\_\_\_

Alternate Beneficiary(ies): \_\_\_\_\_

Address(es): \_\_\_\_\_

**Item:** \_\_\_\_\_

Beneficiary(ies): \_\_\_\_\_

Address(es): \_\_\_\_\_

Alternate Beneficiary(ies): \_\_\_\_\_

Address(es): \_\_\_\_\_

**Item:** \_\_\_\_\_

Beneficiary(ies): \_\_\_\_\_

Address(es): \_\_\_\_\_

Alternate Beneficiary(ies): \_\_\_\_\_

Address(es): \_\_\_\_\_

**Item:** \_\_\_\_\_

Beneficiary(ies): \_\_\_\_\_

Address(es): \_\_\_\_\_

Alternate Beneficiary(ies): \_\_\_\_\_

Address(es): \_\_\_\_\_

**Item:** \_\_\_\_\_

Beneficiary(ies): \_\_\_\_\_

Address(es): \_\_\_\_\_

Alternate Beneficiary(ies): \_\_\_\_\_

Address(es): \_\_\_\_\_

**Item:** \_\_\_\_\_

Beneficiary(ies): \_\_\_\_\_

Address(es): \_\_\_\_\_

Alternate Beneficiary(ies): \_\_\_\_\_

Address(es): \_\_\_\_\_

**Item:** \_\_\_\_\_

Beneficiary(ies): \_\_\_\_\_

Address(es): \_\_\_\_\_

Alternate Beneficiary(ies): \_\_\_\_\_

Address(es): \_\_\_\_\_

**Item:** \_\_\_\_\_

Beneficiary(ies): \_\_\_\_\_

Address(es): \_\_\_\_\_

Alternate Beneficiary(ies): \_\_\_\_\_

Address(es): \_\_\_\_\_

**Debts Forgiven**

**Amount Forgiven:** \_\_\_\_\_ **Date of loan:** \_\_\_\_\_

**Debtor:** \_\_\_\_\_

**Amount Forgiven:** \_\_\_\_\_ **Date of loan:** \_\_\_\_\_

**Debtor:** \_\_\_\_\_

**Amount Forgiven:** \_\_\_\_\_ **Date of loan:** \_\_\_\_\_

**Debtor:** \_\_\_\_\_

**Amount Forgiven:** \_\_\_\_\_ **Date of loan:** \_\_\_\_\_

**Debtor:** \_\_\_\_\_

**Residuary Beneficiary or Beneficiaries**

Residuary beneficiary(ies) and percentage each one receives:

\_\_\_\_\_ %

\_\_\_\_\_ %

\_\_\_\_\_ %

\_\_\_\_\_ %

\_\_\_\_\_ %

\_\_\_\_\_ %

**Alternate Residuary Beneficiary or Beneficiaries**

Alternate Residuary beneficiary(ies) and percentage each one receives:

\_\_\_\_\_ %

\_\_\_\_\_ %

\_\_\_\_\_ %

\_\_\_\_\_ %

\_\_\_\_\_ %

\_\_\_\_\_ %



**Do not just fill in and sign this form.** To be legally valid, your will must be printed out (using the CD-ROM that comes with this book) or typed, eliminating all items that don't apply to you. You cannot just fill in the blanks of this form and try to use the completed form as your will.

## Will for Adult With No Child(ren)

Will of \_\_\_\_\_

I, \_\_\_\_\_,  
a resident of \_\_\_\_\_ [county], State of \_\_\_\_\_,  
declare that this is my will.

**1. Revocation.** I revoke all wills that I have previously made.

**2. Marital Status.** I am  married  single.

**3. Specific Gifts.** I make the following specific gifts:

I leave \_\_\_\_\_  
\_\_\_\_\_

to \_\_\_\_\_  
or, if he/she/they do/does not survive me, to \_\_\_\_\_  
\_\_\_\_\_

I leave \_\_\_\_\_  
\_\_\_\_\_

to \_\_\_\_\_  
or, if he/she/they do/does not survive me, to \_\_\_\_\_  
\_\_\_\_\_

I leave \_\_\_\_\_  
\_\_\_\_\_

to \_\_\_\_\_  
or, if he/she/they do/does not survive me, to \_\_\_\_\_  
\_\_\_\_\_

I leave \_\_\_\_\_  
\_\_\_\_\_

to \_\_\_\_\_  
or, if he/she/they do/does not survive me, to \_\_\_\_\_  
\_\_\_\_\_

*[repeat as needed]*

**4. Residuary Estate.** I leave my residuary estate, that is, the rest of my property not otherwise specifically and validly disposed of by this will, including lapsed or failed gifts, to \_\_\_\_\_  
 \_\_\_\_\_  
 or, if he/she/they do/does not survive me, to \_\_\_\_\_  
 \_\_\_\_\_.

**5. Beneficiary Provisions.** The following terms and conditions apply to the beneficiary clauses of this will.

**A. 45-Day Survivorship Period.** As used in this will, the phrase “survive me” means to be alive or in existence as an organization on the 45th day after my death. Any beneficiary, except any alternate residuary beneficiary, must survive me to take property under this will.

**B. Shared Gifts.** If I leave property to be shared by two or more beneficiaries, it shall be shared equally by them unless this will provides otherwise.

If any beneficiary of a shared specific gift left in a single paragraph of the Specific Gifts clause, above, does not survive me, the gift shall be given to the surviving beneficiaries in equal shares.

If any beneficiary of a shared residuary gift does not survive me, the residue shall be given to the surviving residuary beneficiaries in equal shares.

**C. Encumbrances.** All property that I leave by this will shall pass subject to any encumbrances or liens on the property.

**6. Executor.** I name \_\_\_\_\_  
 as executor, to serve without bond. If he/she does not qualify, or ceases to serve, I name

\_\_\_\_\_ as executor, also to serve without bond.

I direct that my executor take all actions legally permissible to probate this will, including filing a petition in the appropriate court for the independent administration of my estate.

I grant to my executor the following powers, to be exercised as the executor deems to be in the best interests of my estate:

- A. To retain property, without liability for loss or depreciation resulting from such retention.
- B. To sell, lease, or exchange property and to receive or administer the proceeds as a part of my estate.
- C. To vote stock, convert bonds, notes, stocks, or other securities belonging to my estate into other securities, and to exercise all other rights and privileges of a person owning similar property.
- D. To deal with and settle claims in favor of or against my estate.
- E. To continue, maintain, operate, or participate in any business which is a part of my estate, and to incorporate, dissolve, or otherwise change the form of organization of the business.
- F. To pay all debts and taxes that may be assessed against my estate, as provided under state law.
- G. To do all other acts, which in the executor’s judgment may be necessary or appropriate for the proper and advantageous management, investment, and distribution of my estate.

These powers, authority, and discretion are in addition to the powers, authority, and discretion vested in an executor by operation of law, and may be exercised as often as deemed necessary, without approval by any court in any jurisdiction.

### Signature

I subscribe my name to this will this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ [county], State of \_\_\_\_\_.

I declare that it is my will, that I sign it willingly, that I execute it as my free and voluntary act for the purposes expressed, and that I am of the age of majority or otherwise legally empowered to make a will and under no constraint or undue influence.

Signature: \_\_\_\_\_

### Witnesses

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the testator,

declared to us, the undersigned, that this instrument was  his  her will and requested us to act as witnesses to it. The testator signed this will in our presence, all of us being present at the same time. We now, at the testator's request, in the testator's presence and in the presence of each other, subscribe our names as witnesses and each declare that we are of sound mind and of proper age to witness a will. We further declare that we understand this to be the testator's will, and that to the best of our knowledge the testator is of the age of majority, or is otherwise legally empowered to make a will, and appears to be of sound mind and under no constraint or undue influence.

We declare under penalty of perjury that the foregoing is true and correct, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ [county], State of \_\_\_\_\_.

#### Witness 1

Signature: \_\_\_\_\_

Typed or printed name: \_\_\_\_\_

Residing at: \_\_\_\_\_

City, state, zip: \_\_\_\_\_

#### Witness 2

Signature: \_\_\_\_\_

Typed or printed name: \_\_\_\_\_

Residing at: \_\_\_\_\_

City, state, zip: \_\_\_\_\_

#### Witness 3

Signature: \_\_\_\_\_

Typed or printed name: \_\_\_\_\_

Residing at: \_\_\_\_\_

City, state, zip: \_\_\_\_\_



**Do not just fill in and sign this form.** To be legally valid, your will must be printed out (using the CD-ROM that comes with this book) or typed, eliminating all items that don't apply to you. You cannot just fill in the blanks of this form and use the completed form as your will.

## Will for Adult With Child(ren)

Will of \_\_\_\_\_

I, \_\_\_\_\_,  
a resident of \_\_\_\_\_ [county], State of \_\_\_\_\_,  
declare that this is my will.

1. **Revocation.** I revoke all wills that I have previously made.
2. **Marital Status.** I am  married  single.
3. **Children.** I have the following natural and legally adopted child(ren):

Name	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

*[repeat as needed]*

If I do not leave property to one or more of the children whom I have identified above, my failure to do so is intentional.

4. **Specific Gifts.** I make the following specific gifts:

I leave \_\_\_\_\_  
\_\_\_\_\_

to \_\_\_\_\_  
or, if he/she/they do/does not survive me, to \_\_\_\_\_

I leave \_\_\_\_\_  
\_\_\_\_\_

to \_\_\_\_\_  
or, if he/she/they do/does not survive me, to \_\_\_\_\_

I leave \_\_\_\_\_  
\_\_\_\_\_



to \_\_\_\_\_  
or, if he/she/they do/does not survive me, to \_\_\_\_\_

I leave \_\_\_\_\_

to \_\_\_\_\_  
or, if he/she/they do/does not survive me, to \_\_\_\_\_

*[repeat as needed]*

**5. Residuary Estate.** I leave my residuary estate, that is, the rest of my property not otherwise specifically and validly disposed of by this will including lapsed or failed gifts, to \_\_\_\_\_  
or, if he/she/they do/does not survive me, to \_\_\_\_\_

**6. Beneficiary Provisions.** The following terms and conditions apply to the beneficiary clauses of this will.

**A. 45-Day Survivorship Period.** As used in this will, the phrase “survive me” means to be alive or in existence as an organization on the 45th day after my death. Any beneficiary, except any alternate residuary beneficiary, must survive me to take property under this will.

**B. Shared Gifts.** If I leave property to be shared by two or more beneficiaries, it shall be shared equally by them unless this will provides otherwise.

If any beneficiary of a shared specific gift left in a single paragraph of the Specific Gifts clause, above, does not survive me, the gift shall be given to the surviving beneficiaries in equal shares.

If any beneficiary of a shared residuary gift does not survive me, the residue shall be given to the surviving residuary beneficiaries in equal shares.

**C. Encumbrances.** All property that I leave by this will shall pass subject to any encumbrances or liens on the property.

**7. Executor.** I name \_\_\_\_\_  
as executor, to serve without bond. If he/she does not qualify, or ceases to serve, I name \_\_\_\_\_

as executor, also to serve without bond.

I direct that my executor take all actions legally permissible to probate this will, including filing a petition in the appropriate court for the independent administration of my estate.

I grant to my executor the following powers, to be exercised as the executor deems to be in the best interests of my estate:

- A. To retain property, without liability for loss or depreciation resulting from such retention.
- B. To sell, lease, or exchange property and to receive or administer the proceeds as a part of my estate.
- C. To vote stock, convert bonds, notes, stocks, or other securities belonging to my estate into other securities, and to exercise all other rights and privileges of a person owning similar property.

- D. To deal with and settle claims in favor of or against my estate.
- E. To continue, maintain, operate, or participate in any business which is a part of my estate, and to incorporate, dissolve, or otherwise change the form of organization of the business.
- F. To pay all debts and taxes that may be assessed against my estate, as provided under state law.
- G. To do all other acts, which in the executor's judgment may be necessary or appropriate for the proper and advantageous management, investment, and distribution of my estate.

These powers, authority, and discretion are in addition to the powers, authority, and discretion vested in an executor by operation of law, and may be exercised as often as deemed necessary, without approval by any court in any jurisdiction.

- 8. Personal Guardian.** If at my death any of my children are minors, and a personal guardian is needed, I nominate \_\_\_\_\_ to be appointed personal guardian of my minor children. If  he  she cannot serve as personal guardian, I nominate \_\_\_\_\_ to be appointed personal guardian.

I direct that no bond be required of any personal guardian.

- 9. Property Guardian.** If at my death any of my children are minors, and a property guardian is needed, I appoint \_\_\_\_\_ as the property guardian of my minor children. If  he  she cannot serve as property guardian, I appoint \_\_\_\_\_ as property guardian.

I direct that no bond be required of any property guardian.

- 10. Gifts Under the Uniform Transfers to Minors Act.** All property left by this will to \_\_\_\_\_ [name of minor] shall be given to \_\_\_\_\_ [name of custodian] as custodian for \_\_\_\_\_ [name of minor] under the Uniform Transfers to Minors Act of \_\_\_\_\_ [your state]. If \_\_\_\_\_ [name of custodian] cannot serve as custodian, \_\_\_\_\_ [name of successor custodian] shall serve as custodian. If \_\_\_\_\_ [your state] allows testators to choose the age at which the custodianship ends, I choose the oldest age allowed by my state's Uniform Transfers to Minors Act.

[repeat as needed]

## Signature

I subscribe my name to this will this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ [county], State of \_\_\_\_\_.

I declare that it is my will, that I sign it willingly, that I execute it as my free and voluntary act for the purposes expressed, and that I am of the age of majority or otherwise legally empowered to make a will and under no constraint or undue influence.

Signature: \_\_\_\_\_

## Witnesses

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the testator,

declared to us, the undersigned, that this instrument was  his  her will and requested us to act as witnesses to it. The testator signed this will in our presence, all of us being present at the same time. We now, at the testator's request, in the testator's presence and in the presence of each other, subscribe our names as witnesses and each declare that we are of sound mind and of proper age to witness a will. We further declare that we understand this to be the testator's will, and that to the best of our knowledge the testator is of the age of majority, or is otherwise legally empowered to make a will, and appears to be of sound mind and under no constraint or undue influence.

We declare under penalty of perjury that the foregoing is true and correct, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ [county], State of \_\_\_\_\_.

### Witness 1

Signature: \_\_\_\_\_

Typed or printed name: \_\_\_\_\_

Residing at: \_\_\_\_\_

City, state, zip: \_\_\_\_\_

### Witness 2

Signature: \_\_\_\_\_

Typed or printed name: \_\_\_\_\_

Residing at: \_\_\_\_\_

City, state, zip: \_\_\_\_\_

### Witness 3

Signature: \_\_\_\_\_

Typed or printed name: \_\_\_\_\_

Residing at: \_\_\_\_\_

City, state, zip: \_\_\_\_\_



**Do not just fill in and sign this form.** To be legally valid, your will must be printed out (using the CD-ROM that comes with this book) or typed, eliminating all items that don't apply to you. You cannot just fill in the blanks of this form and use the completed form as your will.

## Will Codicil

**First Codicil to the Will of** \_\_\_\_\_

I, \_\_\_\_\_,  
a resident of \_\_\_\_\_ [county], State of \_\_\_\_\_,  
declare this to be the first codicil to my will dated \_\_\_\_\_, \_\_\_\_\_.

FIRST: I revoke the provision of Clause \_\_\_\_\_ of my will that provided:

*[include the exact will language you wish to revoke]*

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SECOND: I add the following provision to Clause \_\_\_\_\_ of my will:

*[add whatever is desired]*

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THIRD: In all other respects I confirm and republish my will dated \_\_\_\_\_, \_\_\_\_\_.

Dated \_\_\_\_\_, \_\_\_\_\_.

### Signature

I subscribe my name to this codicil this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_ [county], State of \_\_\_\_\_.

I declare under penalty of perjury that I sign and execute this codicil willingly, that I execute it as my free and voluntary act for the purposes expressed, and that I am of the age of majority or otherwise legally empowered to make a codicil and under no constraint or undue influence.

Signature: \_\_\_\_\_

## Witnesses

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, [codicil maker's name],  
declared to us, the undersigned, that this instrument was a codicil to  his  her will and requested  
us to act as witnesses to it. The testator signed this codicil in our presence, all of us being present at the  
same time. We now, at the testator's request, in the testator's presence and in the presence of each other,  
subscribe our names as witnesses and declare we understand this to be the testator's codicil and that to  
the best of our knowledge the testator is of the age of majority, or is otherwise legally empowered to make  
a codicil, and is under no constraint or undue influence.

We declare under penalty of perjury that the foregoing is true and correct, this \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ [county],  
State of \_\_\_\_\_ .

### Witness 1

Signature: \_\_\_\_\_

Typed or printed name: \_\_\_\_\_

Residing at: \_\_\_\_\_

City, state, zip: \_\_\_\_\_

### Witness 2

Signature: \_\_\_\_\_

Typed or printed name: \_\_\_\_\_

Residing at: \_\_\_\_\_

City, state, zip: \_\_\_\_\_

### Witness 3

Signature: \_\_\_\_\_

Typed or printed name: \_\_\_\_\_

Residing at: \_\_\_\_\_

City, state, zip: \_\_\_\_\_

## Request for Death Certificate

Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[insert address of vital statistics office]*

Name of deceased: \_\_\_\_\_

Date of death: \_\_\_\_\_ Place of death: \_\_\_\_\_

Place of birth: \_\_\_\_\_ Social Security number: \_\_\_\_\_

Please send me \_\_\_\_\_ certified copies of the death certificate of the above-named person. I have enclosed a check in the amount of \$ \_\_\_\_\_ and a stamped, self-addressed envelope. The reason for my request is to administer the affairs of the deceased's estate.

Thank you for your assistance.

Signature: \_\_\_\_\_

Printed or typed name: \_\_\_\_\_

Relationship to deceased: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

## Notice to Creditor of Death

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*[insert name and address of creditor]*

Name of deceased: \_\_\_\_\_

Deceased's address: \_\_\_\_\_

Account number: \_\_\_\_\_ Date of death: \_\_\_\_\_

To whom it may concern:

I am the representative of the decedent. Please cancel this account at once.

Please also acknowledge that you received this notice by signing the duplicate of this letter and returning it to me in the enclosed stamped, self-addressed envelope.

If there is any outstanding balance on this account, please promptly notify me at the address below.

Thank you for your assistance.

Signature: \_\_\_\_\_

Printed or typed name: \_\_\_\_\_

Relationship to deceased: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

**Receipt acknowledged by:**

Signature: \_\_\_\_\_

Printed or typed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of receipt of notice: \_\_\_\_\_

## Notice to Stop Social Security Payments After a Death

Date: \_\_\_\_\_

Social Security Administration

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[insert address where Social Security checks originate]*

Name of deceased: \_\_\_\_\_

Social Security number: \_\_\_\_\_

Deceased's address: \_\_\_\_\_

Date of death: \_\_\_\_\_

To Whom It May Concern:

This letter is to notify you of the death of the decedent.

*[choose one of the following]*

- Enclosed is the decedent's Social Security check for [date], which is being returned as required. Please cease sending checks.
- Social Security benefits were paid by direct deposit. I have notified the bank to return the funds to Social Security. Please cease depositing checks directly into the account.

Please acknowledge receipt of this notice by signing a duplicate of this letter and returning it to me in the enclosed stamped, self-addressed envelope.

Thank you for your assistance.

Signature: \_\_\_\_\_

Printed or typed name: \_\_\_\_\_

Relationship to deceased: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

**Receipt acknowledged by:**

Signature: \_\_\_\_\_

Printed or typed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of receipt of notice: \_\_\_\_\_



## General Notice of Death

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[insert name and address of organization]*

This letter is to notify you that \_\_\_\_\_ *[name]*

of \_\_\_\_\_

\_\_\_\_\_ *[address]*

died on \_\_\_\_\_ *[date]*. Please let me know if you would like further information.

Signature: \_\_\_\_\_

Printed or typed name: \_\_\_\_\_

Relationship to deceased: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

## Obituary Information Fact Sheet

Name of deceased: \_\_\_\_\_

Age at death: \_\_\_\_\_

Location and date of death: \_\_\_\_\_

Cause of death: \_\_\_\_\_

Birthplace of deceased: \_\_\_\_\_

Address of deceased: \_\_\_\_\_

Length of time deceased lived in community: \_\_\_\_\_

Religious affiliation or membership: \_\_\_\_\_

High school, college, or graduate degrees: \_\_\_\_\_

\_\_\_\_\_

Professional degrees or affiliations: \_\_\_\_\_

\_\_\_\_\_

Military service: \_\_\_\_\_

Profession: \_\_\_\_\_

Interesting personal facts: \_\_\_\_\_

\_\_\_\_\_

**Survived by:** *[Names of survivors—spouses, siblings, in-laws, children, grandchildren, etc—and their relationship to deceased]* \_\_\_\_\_

\_\_\_\_\_

**Predeceased by:** *[Names of spouses, siblings, and children who predeceased and when deaths occurred]*

\_\_\_\_\_

\_\_\_\_\_

**Time and location of funeral arrangements and services:** *[often supplied by the funeral home]* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**For further information contact:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Notice to Deceased's Homeowner's Insurance Company

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*[insert insurance company name and address]*

Name of deceased: \_\_\_\_\_

Deceased's address: \_\_\_\_\_

Date of death: \_\_\_\_\_

Homeowner's insurance policy number: \_\_\_\_\_

This letter is to notify you that your insured, \_\_\_\_\_  
\_\_\_\_\_ *[deceased's name]*, has died.

I am the executor of the estate and would like to be added as a named insured to this homeowner's insurance policy. Enclosed with this letter you will find a certified death certificate for \_\_\_\_\_ *[deceased's name]*.

Please contact me so that we may discuss this matter. I can be reached using the information below. Please sign and return the second copy of this letter in the enclosed stamped and self-addressed envelope. Thank you for your assistance.

Signature: \_\_\_\_\_

Printed or typed name: \_\_\_\_\_

Relationship to deceased: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Home phone: \_\_\_\_\_

Work phone: \_\_\_\_\_ Email address: \_\_\_\_\_

**Receipt acknowledged by:**

Signature: \_\_\_\_\_

Printed or typed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of receipt of notice: \_\_\_\_\_

## Notice to Deceased's Vehicle Insurance Company

Date: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*[insert insurance company name and address]*

Name of deceased: \_\_\_\_\_  
 Deceased's address: \_\_\_\_\_  
 Date of death: \_\_\_\_\_  
 Vehicle insurance policy number: \_\_\_\_\_  
 Make, model, and year of vehicle: \_\_\_\_\_

This letter is to notify you that your insured, \_\_\_\_\_  
 \_\_\_\_\_ *[deceased's name]*, has died.  
 I am the executor of the estate and would like to be added as a named insured to this insurance policy.  
 Enclosed with this letter you will find a certified death certificate for \_\_\_\_\_  
 \_\_\_\_\_ *[deceased's name]*  
 and a state-certified copy of my driving record.

Please contact me so that we may discuss this matter. I can be reached using the information below.  
 Please sign and return the second copy of this letter in the enclosed stamped and self-addressed envelope.  
 Thank you for your assistance.

Signature: \_\_\_\_\_  
 Printed or typed name: \_\_\_\_\_  
 Relationship to deceased: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_ Home phone: \_\_\_\_\_  
 Work phone: \_\_\_\_\_ Email address: \_\_\_\_\_

**Receipt acknowledged by:**

Signature: \_\_\_\_\_  
 Printed or typed name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date of receipt of notice: \_\_\_\_\_

## Apartment-Finding Service Checklist

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Hours: \_\_\_\_\_

Date: \_\_\_\_\_

1. Description of listings:

- geographic areas covered \_\_\_\_\_
  - type of rentals \_\_\_\_\_
  - total number of listings \_\_\_\_\_
  - number of new listings/day \_\_\_\_\_
  - exclusivity \_\_\_\_\_
  - type of information available/listing \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

2. Type of access to listings, cost and duration of service:

- phone \_\_\_\_\_
- fax \_\_\_\_\_
- email \_\_\_\_\_
- pager \_\_\_\_\_
- books available in office \_\_\_\_\_

3. Free phone available in office for members' use?     Yes     No

4. Other services and costs:

- roommate referrals \_\_\_\_\_
- credit screening \_\_\_\_\_
- other \_\_\_\_\_

5. Percentage of members who find a rental unit through service: \_\_\_\_\_

6. Refund if rental not found through company: \_\_\_\_\_

7. Length of time in business: \_\_\_\_\_

8. Other comments: \_\_\_\_\_

# Rental Application

Separate application required from each applicant age 18 or older.

**This section to be completed by landlord**

Address of property to be rented: \_\_\_\_\_  
 \_\_\_\_\_

Rental Term:  month-to-month  lease from \_\_\_\_\_ to \_\_\_\_\_

**Amounts Due Prior to Occupancy**

First month's rent ..... \$ \_\_\_\_\_

Security deposit..... \$ \_\_\_\_\_

Credit check fee ..... \$ \_\_\_\_\_

Other (specify): \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL ..... \$ \_\_\_\_\_

## Applicant

Full name—include all names you use(d): \_\_\_\_\_

Home phone: (\_\_\_\_) \_\_\_\_\_ Work phone: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_ Social Security number: \_\_\_\_\_

Driver's license number/state: \_\_\_\_\_

Vehicle make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_ Year: \_\_\_\_\_

License plate number/state: \_\_\_\_\_

## Additional Occupants

List everyone, including children, who will live with you:

Full name	Relationship to applicant
_____	_____
_____	_____
_____	_____
_____	_____

## Rental History

Current address: \_\_\_\_\_

Dates lived at address: \_\_\_\_\_ Reason for leaving: \_\_\_\_\_

Landlord/manager: \_\_\_\_\_ Landlord/manager's phone: (\_\_\_\_) \_\_\_\_\_

Previous address: \_\_\_\_\_

Dates lived at address: \_\_\_\_\_ Reason for leaving: \_\_\_\_\_

Landlord/manager: \_\_\_\_\_ Landlord/manager's phone: (\_\_\_\_) \_\_\_\_\_



**Miscellaneous**

Describe the number and type of pets you want to have in the rental property: \_\_\_\_\_  
\_\_\_\_\_

Describe water-filled furniture you want to have in the rental property: \_\_\_\_\_  
\_\_\_\_\_

Do you smoke?  yes  no

Have you ever: Filed for bankruptcy?  yes  no    Been sued?  yes  no

                    Been evicted?  yes  no                      Been convicted of a crime?  yes  no

Explain any "yes" listed above: \_\_\_\_\_  
\_\_\_\_\_

**References and Emergency Contact**

Personal reference: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Personal reference: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Contact in emergency: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

I certify that all the information given above is true and correct and understand that my lease or rental agreement may be terminated if I have made any false or incomplete statement in this application. I authorize verification of the information provided in this application from my credit sources, credit bureaus, current and previous landlords and employers, and personal references.

\_\_\_\_\_  
Applicant \_\_\_\_\_  
Date

Notes (Landlord/Manager): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Fixed-Term Residential Lease

### Clause 1. Identification of Landlord and Tenant

This Agreement is entered into between \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (“Tenant”) and  
\_\_\_\_\_ (“Landlord”). Each  
Tenant is jointly and severally liable for the payment of rent and performance of all other terms of  
this Agreement.

### Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents  
from Landlord, for residential purposes only, the premises located at \_\_\_\_\_  
\_\_\_\_\_ (“the premises”),  
together with the following furnishings and appliances: \_\_\_\_\_  
\_\_\_\_\_  
Rental of the premises also includes \_\_\_\_\_  
\_\_\_\_\_.

### Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant listed in Clause 1 of this  
Agreement, and their minor children. Occupancy by guests for more than \_\_\_\_\_  
is prohibited without Landlord’s written consent and will be considered a breach of this Agreement.

### Clause 4. Term of the Tenancy

The term of the rental will begin on \_\_\_\_\_, and end on  
\_\_\_\_\_. If Tenant vacates before the term ends, Tenant will be  
liable for the balance of the rent for the remainder of the term.

### Clause 5. Payment of Rent

#### *Regular monthly rent.*

Tenant will pay to Landlord a monthly rent of \$\_\_\_\_\_, payable in advance on the first  
day of each month, except when that day falls on a weekend or legal holiday, in which case rent is  
due on the next business day. Rent will be paid in the following manner unless Landlord designates  
otherwise:

#### *Delivery of payment.*

Rent will be paid:

- by mail, to \_\_\_\_\_  
 in person, at \_\_\_\_\_

*Form of payment.*

Landlord will accept payment in these forms:

- personal check made payable to \_\_\_\_\_
- cashier's check made payable to \_\_\_\_\_
- credit card
- money order
- cash

*Prorated first month's rent.*

For the period from Tenant's move-in date, \_\_\_\_\_, through the end of the month, Tenant will pay to Landlord the prorated monthly rent of \$\_\_\_\_\_.

This amount will be paid on or before the date the Tenant moves in.

**Clause 6. Late Charges**

If Tenant fails to pay the rent in full before the end of the \_\_\_\_\_ day after it's due, Tenant will pay Landlord a late charge as follows: \_\_\_\_\_

Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

**Clause 7. Returned Check and Other Bank Charges**

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$\_\_\_\_\_.

**Clause 8. Security Deposit**

On signing this Agreement, Tenant will pay to Landlord the sum of \$\_\_\_\_\_ as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within \_\_\_\_\_ after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will return the deposit in full or give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check for any deposit balance.

Additional terms of security deposit:

**Clause 9. Utilities**

Tenant will pay all utility charges, except for the following, which will be paid by Landlord:

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**Clause 10. Assignment and Subletting**

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

**Clause 11. Tenant's Maintenance Responsibilities**

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the premises, including appliances, fixtures, carpets, drapes, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the Landlord-Tenant Checklist.

**Clause 12. Repairs and Alterations by Tenant**

- a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises, including nailing holes in the walls or painting the rental unit.
- b. Tenant will not, without Landlord's prior written consent, alter, re-key, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

**Clause 13. Violating Laws and Causing Disturbances**

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

**Clause 14. Pets**

No animal, bird, or other pet will be kept on the premises, even temporarily, except properly trained dogs needed by blind, deaf, or disabled persons and \_\_\_\_\_  
under the following conditions: \_\_\_\_\_  
\_\_\_\_\_.

**Clause 15. Landlord's Right to Access**

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impractical to do so, Landlord shall give Tenant \_\_\_\_\_ notice before entering.

**Clause 16. Extended Absences by Tenant**

Tenant will notify Landlord in advance if Tenant will be away from the premises for \_\_\_\_\_ or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

**Clause 17. Possession of the Premises**

a. *Tenant's failure to take possession.*

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

b. *Landlord's failure to deliver possession.*

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

**Clause 18. Tenant Rules and Regulations**

Tenant acknowledges receipt of, and has read a copy of, tenant rules and regulations, which are attached to and incorporated into this Agreement by this reference.

**Clause 19. Payment of Court Costs and Attorney Fees in a Lawsuit**

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party

shall not /  shall recover reasonable attorney fees and court costs.

**Clause 20. Disclosures**

Tenant acknowledges that Landlord has made the following disclosures regarding the premises:

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Other disclosures:

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---

**Clause 21. Authority to Receive Legal Papers**

The Landlord, any person managing the premises, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:

The Landlord, at the following address: \_\_\_\_\_

---

The manager, at the following address: \_\_\_\_\_

---

The following person, at the following address: \_\_\_\_\_

---

**Clause 22. Additional Provisions**

Additional provisions are as follows: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Clause 23. Validity of Each Part**

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

**Clause 24. Grounds for Termination of Tenancy**

The failure of Tenant or Tenant’s guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant’s Rental Application, is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

**Clause 25. Entire Agreement**

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

Date	Landlord or Landlord’s Agent	Title
------	------------------------------	-------

Street Address \_\_\_\_\_

City, State & Zip	Phone
-------------------	-------

Date	Tenant	Phone
------	--------	-------

Date	Tenant	Phone
------	--------	-------

Date	Tenant	Phone
------	--------	-------

## Month-to-Month Residential Rental Agreement

### Clause 1. Identification of Landlord and Tenant

This Agreement is entered into between \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (“Tenant”) and  
\_\_\_\_\_ (“Landlord”). Each  
Tenant is jointly and severally liable for the payment of rent and performance of all other terms of  
this Agreement.

### Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents  
from Landlord, for residential purposes only, the premises located at \_\_\_\_\_  
\_\_\_\_\_ (“the premises”),  
together with the following furnishings and appliances: \_\_\_\_\_  
\_\_\_\_\_  
Rental of the premises also includes \_\_\_\_\_  
\_\_\_\_\_.

### Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this  
Agreement, and their minor children. Occupancy by guests for more than \_\_\_\_\_  
is prohibited without Landlord’s written consent and will be considered a breach of this Agreement.

### Clause 4. Term of the Tenancy

The rental will begin on \_\_\_\_\_, and continue on a month-to-month  
basis. Landlord may terminate the tenancy or modify the terms of this Agreement by giving the  
Tenant \_\_\_\_\_ days’ written notice. Tenant may terminate the tenancy by giving the  
Landlord \_\_\_\_\_ days’ written notice.

### Clause 5. Payment of Rent

#### *Regular monthly rent.*

Tenant will pay to Landlord a monthly rent of \$\_\_\_\_\_, payable in advance on the first  
day of each month, except when that day falls on a weekend or legal holiday, in which case rent is  
due on the next business day. Rent will be paid in the following manner unless Landlord designates  
otherwise:

*Delivery of payment.*

Rent will be paid:

- by mail, to \_\_\_\_\_
- in person, at \_\_\_\_\_

*Form of payment.*

Landlord will accept payment in these forms:

- personal check made payable to \_\_\_\_\_
- cashier's check made payable to \_\_\_\_\_
- credit card
- money order
- cash

*Prorated first month's rent.*

For the period from Tenant's move-in date, \_\_\_\_\_, through the end of the month, Tenant will pay to Landlord the prorated monthly rent of \$\_\_\_\_\_. This amount will be paid on or before the date the Tenant moves in.

**Clause 6. Late Charges**

If Tenant fails to pay the rent in full before the end of the \_\_\_\_\_ day after it's due, Tenant will pay Landlord a late charge as follows: \_\_\_\_\_

Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

**Clause 7. Returned Check and Other Bank Charges**

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$\_\_\_\_\_.

**Clause 8. Security Deposit**

On signing this Agreement, Tenant will pay to Landlord the sum of \$\_\_\_\_\_ as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within \_\_\_\_\_ after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will return the deposit in full or give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check for any deposit balance.

Additional terms of security deposit:



**Clause 9. Utilities**

Tenant will pay all utility charges, except for the following, which will be paid by Landlord:

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**Clause 10. Assignment and Subletting**

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

**Clause 11. Tenant's Maintenance Responsibilities**

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the premises, including appliances, fixtures, carpets, drapes, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the Landlord-Tenant Checklist.

**Clause 12. Repairs and Alterations by Tenant**

- a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises, including nailing holes in the walls or painting the rental unit.
- b. Tenant will not, without Landlord's prior written consent, alter, re-key, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

**Clause 13. Violating Laws and Causing Disturbances**

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

**Clause 14. Pets**

No animal, bird, or other pet will be kept on the premises, even temporarily, except properly trained dogs needed by blind, deaf, or disabled persons and

\_\_\_\_\_

under the following conditions: \_\_\_\_\_

\_\_\_\_\_ .

**Clause 15. Landlord's Right to Access**

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impractical to do so, Landlord shall give Tenant \_\_\_\_\_ notice before entering.

**Clause 16. Extended Absences by Tenant**

Tenant will notify Landlord in advance if Tenant will be away from the premises for \_\_\_\_\_ or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

**Clause 17. Possession of the Premises**

a. *Tenant's failure to take possession.*

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

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The Landlord, at the following address: \_\_\_\_\_

---

The manager, at the following address: \_\_\_\_\_

---

The following person, at the following address: \_\_\_\_\_

---

**Clause 22. Additional Provisions**

Additional provisions are as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

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The failure of Tenant or Tenant’s guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant’s Rental Application, is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

**Clause 25. Entire Agreement**

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

\_\_\_\_\_  
Date Landlord or Landlord’s Agent Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, & Zip Phone

\_\_\_\_\_  
Date Tenant Phone

\_\_\_\_\_  
Date Tenant Phone

\_\_\_\_\_  
Date Tenant Phone

## Landlord-Tenant Agreement to Terminate Lease

Landlord: \_\_\_\_\_ and

Tenant: \_\_\_\_\_

agree that the lease they entered into for the time period of \_\_\_\_\_ , \_\_\_\_\_ ,  
to \_\_\_\_\_ , \_\_\_\_\_ , for premises at \_\_\_\_\_

\_\_\_\_\_ will terminate on \_\_\_\_\_ .

Additional conditions for cancellation of lease: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Landlord's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Tenant 1's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Tenant 2's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Tenant 3's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

## Consent to Assignment of Lease

Landlord: \_\_\_\_\_

Tenant: \_\_\_\_\_

Assignee: \_\_\_\_\_

Landlord, Tenant, and Assignee agree as follows:

### 1. Location of Premises

Tenant has leased the premises located at \_\_\_\_\_  
from Landlord.

### 2. Lease Beginning and Ending Dates

The lease was signed on \_\_\_\_\_, \_\_\_\_\_.

It will expire on \_\_\_\_\_, \_\_\_\_\_.

### 3. Assignment

Tenant is assigning the balance of Tenant's lease to Assignee, beginning on \_\_\_\_\_,  
\_\_\_\_\_. It will end on \_\_\_\_\_, \_\_\_\_\_.

### 4. Tenant's Future Liability

Tenant's financial responsibilities under the terms of the lease are ended by this assignment.  
Specifically, Tenant's responsibilities for future rent and future damage are ended.

### 5. Tenant's Right to Occupy

As of the effective date of the assignment, Tenant permanently gives up the right to occupy the  
premises.

### 6. Binding Nature of Agreement

Assignee is bound by every term and condition in the lease that is the subject of this assignment.

\_\_\_\_\_  
Landlord's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Tenant's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Assignee's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

## Landlord-Tenant Checklist

### GENERAL CONDITION OF RENTAL UNIT AND PREMISES

Street Address \_\_\_\_\_ Unit Number \_\_\_\_\_ City \_\_\_\_\_

	Condition on Arrival	Condition on Departure	Estimated Cost of Repair/Replacement
<b>LIVING ROOM</b>			
Floors & Floor Coverings			
Drapes & Window Coverings			
Walls & Ceilings			
Light Fixtures			
Windows, Screens & Doors			
Front Door & Locks			
Fireplace			
Other			
Other			
<b>KITCHEN</b>			
Floors & Floor Coverings			
Walls & Ceilings			
Light Fixtures			
Cabinets			
Counters			
Stove/Oven			
Refrigerator			
Dishwasher			
Garbage Disposal			
Sink & Plumbing			
Windows, Screens & Doors			
Other			
Other			
<b>DINING ROOM</b>			
Floors & Floor Covering			
Walls & Ceilings			
Light Fixtures			
Windows, Screens & Doors			
Other			

	Condition on Arrival		Condition on Departure			Estimated Cost of Repair/Replacement
	Bath 1	Bath 2	Bath 1	Bath 2		
<b>BATHROOM(S)</b>						
Floors & Floor Coverings						
Walls & Ceilings						
Windows, Screens & Doors						
Light Fixtures						
Bathtub/Shower						
Sink & Counters						
Toilet						
Other						
Other						
<b>BEDROOM(S)</b>	Bdrm 1	Bdrm 2	Bdrm 3	Bdrm 1	Bdrm 2	Bdrm 3
Floors & Floor Coverings						
Windows, Screens & Doors						
Walls & Ceilings						
Light Fixtures						
Other						
Other						
Other						
Other						
<b>OTHER AREAS</b>						
Heating System						
Air Conditioning						
Lawn/Garden						
Stairs and Hallway						
Patio, Terrace, Deck, etc.						
Basement						
Parking Area						
Other						
Other						
Other						
Other						
Other						

Tenants acknowledge that all smoke detectors and fire extinguishers were tested in their presence and found to be in working order, and that the testing procedure was explained to them. Tenants agree to test all detectors at least once a month and to report any problems to Landlord/Manager in writing. Tenants agree to replace all smoke detector batteries as necessary.



FURNISHED PROPERTY

	Condition on Arrival			Condition on Departure			Estimated Cost of Repair/Replacement
<b>LIVING ROOM</b>							
Coffee Table							
End Tables							
Lamps							
Chairs							
Sofa							
Other							
Other							
<b>KITCHEN</b>							
Broiler Pan							
Ice Trays							
Other							
Other							
<b>DINING AREA</b>							
Chairs							
Stools							
Table							
Other							
Other							
<b>BATHROOM(S)</b>	<b>Bath 1</b>	<b>Bath 2</b>		<b>Bath 1</b>	<b>Bath 2</b>		
Mirrors							
Shower Curtain							
Hamper							
Other							
<b>BEDROOM(S)</b>	<b>Bdrm 1</b>	<b>Bdrm 2</b>	<b>Bdrm 3</b>	<b>Bdrm 1</b>	<b>Bdrm 2</b>	<b>Bdrm 3</b>	
Beds (single)							
Beds (double)							
Chairs							
Chests							
Dressing Tables							
Lamps							
Mirrors							
Night Tables							
Other							



## Notice of Needed Repairs

To: \_\_\_\_\_ *[name of landlord or manager]*

At: \_\_\_\_\_

From: \_\_\_\_\_ *[tenant]*

At: \_\_\_\_\_  
*[address]*

I am writing to inform you of the following problem(s) in my rental unit:

---

---

---

---

---

---

---

---

I would very much appreciate it if you would promptly look into the problem(s). Please call me so that I'll know when to expect you or a repair person. You can reach me as follows:

Work (daytime): \_\_\_\_\_ Home (evenings): \_\_\_\_\_

Thank you very much for your attention to this problem.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Tenant's Notice of Intent to Move Out

Date: \_\_\_\_\_

Landlord/Manager: \_\_\_\_\_

Street address: \_\_\_\_\_

City and state: \_\_\_\_\_

Regarding rental unit address: \_\_\_\_\_

Dear \_\_\_\_\_:

This is to notify you that the undersigned tenant(s) will be moving from the above-noted rental unit on \_\_\_\_\_, \_\_\_\_\_, or \_\_\_\_\_ days from today.

This notice provides you with at least \_\_\_\_\_ days' written notice, as required in our rental agreement.

\_\_\_\_\_  
Tenant 1's signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Tenant 2's signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Tenant 3's signature

\_\_\_\_\_  
Print name

## Demand for Return of Security Deposit

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[insert landlord's name and address]*

Dear \_\_\_\_\_ *[name of landlord]:*

On \_\_\_\_\_ *[date]*, we vacated the apartment at \_\_\_\_\_  
\_\_\_\_\_ and gave you our new address and phone number.  
As of today, we haven't received our \$\_\_\_\_\_ *[amount of security deposit owed]* security  
deposit, nor any accounting from you for that money. We were entitled to receive our deposit on *[date  
when deposit was due]*. You are now \_\_\_\_\_ *[number of days or weeks]* late.

We left our apartment clean and undamaged, paid all of our rent, and gave you proper notice of our  
intention to move. In these circumstances, it's difficult to understand your oversight in not promptly  
returning our money.

Perhaps your check is in the mail. If not, please put it there promptly. Should we fail to hear from you by  
\_\_\_\_\_ *[date]*, we'll take this matter to small claims court. And please understand that  
if we are compelled to do this, we shall also sue you for any additional punitive damages allowed by  
state law.

Please mail our deposit immediately to the above address. If you have any questions, please contact us at  
the number below.

Very truly yours,

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Home phone

\_\_\_\_\_  
Work Phone

## Loan Comparison Worksheet

Purpose of loan: \_\_\_\_\_

Amount looking to borrow: \$ \_\_\_\_\_

	Loan 1	Loan 2	Loan 3
<b>General Information</b>			
Lender:	_____	_____	_____
Contact:	_____	_____	_____
Address:	_____	_____	_____
	_____	_____	_____
Phone:	_____	_____	_____
<b>Loan Terms</b>			
APR:	_____ %	_____ %	_____ %
Interest rate:	_____ %	_____ %	_____ %
Adjustable?	_____	_____	_____
Cap:	_____ %	_____ %	_____ %
Number of months:	_____	_____	_____
Monthly payment:	\$ _____	\$ _____	\$ _____
Total payments (# of mos.			
X monthly payment):	\$ _____	\$ _____	\$ _____
<b>Other Costs</b>			
Loan application fee:	\$ _____	\$ _____	\$ _____
Credit check:	\$ _____	\$ _____	\$ _____
Credit insurance:	\$ _____	\$ _____	\$ _____
Other:	\$ _____	\$ _____	\$ _____
<b>Other Features</b>			
Collateral required?	_____	_____	_____
If yes, specify:	_____	_____	_____
Balloon payment?	_____	_____	_____
Prepayment penalty?	_____	_____	_____
If yes, amount:	_____	_____	_____
Cosigner required?	_____	_____	_____
Payment due date:	_____	_____	_____
Grace period?	_____	_____	_____
Late fee?	_____	_____	_____
Possible loan discounts:	_____	_____	_____
Account with lender:	_____	_____	_____
Automatic deduction:	_____	_____	_____
On-time payments:	_____	_____	_____

## Authorization to Check Credit and Employment References

I, \_\_\_\_\_, authorize (name) \_\_\_\_\_  
(address) \_\_\_\_\_ (phone) \_\_\_\_\_ to verify  
my employment, financial, and credit information provided on this form.

### Borrower

Full name—include generations (Jr., Sr., III): \_\_\_\_\_

Other names used: \_\_\_\_\_

Street address: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City, state, and zip code: \_\_\_\_\_

Date moved into current address: \_\_\_\_\_

Previous address: \_\_\_\_\_

City, state, and zip code: \_\_\_\_\_

Dates there: \_\_\_\_\_

Home phone: \_\_\_\_\_ Social Security number: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Driver's license number: \_\_\_\_\_

### Employment History

Name and address of current employer: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Name of supervisor: \_\_\_\_\_ Supervisor's phone: \_\_\_\_\_

Annual gross income: \_\_\_\_\_

Previous employment (if at current job less than 18 months): \_\_\_\_\_

### Credit and Financial Information

Bank/Financial Accounts	Account Number	Bank/Institution	Branch Address
-------------------------	----------------	------------------	----------------

Bank savings account: \_\_\_\_\_

Bank checking account: \_\_\_\_\_

Bank certificate of deposit: \_\_\_\_\_

Mutual fund account: \_\_\_\_\_

Brokerage account: \_\_\_\_\_

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Credit accounts & loans	Type of account (auto loan, Visa, etc.)	Account number	Name/address of creditor	Amount owed	Monthly payment
-------------------------	--	-------------------	-----------------------------	----------------	--------------------

Credit card: \_\_\_\_\_

Credit card: \_\_\_\_\_

Loan (specify type): \_\_\_\_\_

Loan (specify type): \_\_\_\_\_

Loan (specify type): \_\_\_\_\_

Other (specify type): \_\_\_\_\_

I certify that all the information given above is true and correct. I authorize the above employers, financial institutions, and creditors to verify my employment, financial, and credit information provided above, and to provide correct information if the above is incorrect. A copy of this signed form is valid for this purpose.

\_\_\_\_\_  
Signature of Borrower

\_\_\_\_\_  
Date



## Monthly Payment Record

Name of lender: \_\_\_\_\_

Original amount borrowed: \_\_\_\_\_ Date loan made: \_\_\_\_\_

Month	(A) Beginning balance (or prior month ending balance)	(B) Annual interest rate divided by 12	(C) Interest due (A) x (B)	(D) Amount of payment made	(E) Principal reduction (D)-(C)	(F) New balance (A)-(E)
1	_____	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____	_____
5	_____	_____	_____	_____	_____	_____
6	_____	_____	_____	_____	_____	_____
7	_____	_____	_____	_____	_____	_____
8	_____	_____	_____	_____	_____	_____
9	_____	_____	_____	_____	_____	_____
10	_____	_____	_____	_____	_____	_____
11	_____	_____	_____	_____	_____	_____
12	_____	_____	_____	_____	_____	_____
13	_____	_____	_____	_____	_____	_____
14	_____	_____	_____	_____	_____	_____
15	_____	_____	_____	_____	_____	_____
16	_____	_____	_____	_____	_____	_____
17	_____	_____	_____	_____	_____	_____
18	_____	_____	_____	_____	_____	_____
19	_____	_____	_____	_____	_____	_____
20	_____	_____	_____	_____	_____	_____
21	_____	_____	_____	_____	_____	_____
22	_____	_____	_____	_____	_____	_____
23	_____	_____	_____	_____	_____	_____
24	_____	_____	_____	_____	_____	_____
25	_____	_____	_____	_____	_____	_____
26	_____	_____	_____	_____	_____	_____
27	_____	_____	_____	_____	_____	_____
28	_____	_____	_____	_____	_____	_____
29	_____	_____	_____	_____	_____	_____
30	_____	_____	_____	_____	_____	_____

**Promissory Note***Loan repayable in installments with interest*

Name of Borrower 1: \_\_\_\_\_

Name of Borrower 2: \_\_\_\_\_

Name of Lender: \_\_\_\_\_

1. For value received, Borrower promises to pay to Lender the amount of \$ \_\_\_\_\_ on \_\_\_\_\_ [due date] at \_\_\_\_\_ [address where payments are to be sent] at the rate of \_\_\_\_\_ % per year from the date this note was signed until the date it is [choose one]:
  - paid in full (Borrower will receive credits for prepayments, reducing the total amount of interest to be repaid).
  - due or paid in full, whichever date occurs last (Borrower will not receive credits for prepayments).
2. Borrower agrees that this note will be paid in installments, which include principal and interest, of not less than \$ \_\_\_\_\_ per month, due on the first day of each month, until the principal and interest are paid in full.
3. If any installment payment due under this note is not received by Lender within \_\_\_\_\_ days of its due date, the entire amount of unpaid principal will become immediately due and payable at the option of Lender without prior notice to Borrower.
4. If Lender prevails in a lawsuit to collect on this note, Borrower agrees to pay Lender's attorney fees in an amount the court finds to be just and reasonable.

*The term Borrower refers to one or more borrowers. If there is more than one borrower, they agree to be jointly and severally liable. The term Lender refers to any person who legally holds this note, including a buyer in due course.*

\_\_\_\_\_  
Borrower 1's signature\_\_\_\_\_  
Date\_\_\_\_\_  
Print name\_\_\_\_\_  
Location [city or county where signed]\_\_\_\_\_  
Address\_\_\_\_\_  
Borrower 2's signature\_\_\_\_\_  
Date\_\_\_\_\_  
Print name\_\_\_\_\_  
Location [city or county where signed]\_\_\_\_\_  
Address

## Certificate of Acknowledgment of Notary Public

State of \_\_\_\_\_  
County of \_\_\_\_\_ } ss

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_,  
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 the within instrument, and acknowledged to me that he or she executed the same in  
his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

*[NOTARY SEAL]*

**Promissory Note***Loan repayable in installments with interest and balloon payment*

Name of Borrower 1: \_\_\_\_\_

Name of Borrower 2: \_\_\_\_\_

Name of Lender: \_\_\_\_\_

- For value received, Borrower promises to pay to Lender the amount of \$ \_\_\_\_\_ on \_\_\_\_\_ [due date] at \_\_\_\_\_ [address where payments are to be sent] at the rate of \_\_\_\_\_ % per year from the date this note was signed until the date it is [choose one]:  
 paid in full (Borrower will receive credits for prepayments, reducing the total amount of interest to be repaid).  
 due or paid in full, whichever date occurs last (Borrower will not receive credits for prepayments).
- Borrower agrees that this note will be paid in installments, which include principal and interest, of not less than \$ \_\_\_\_\_ per month, due on the first day of each month, until the principal and interest are paid in full.
- Borrower agrees to make one final payment for the entire balance owed on or before \_\_\_\_\_ [date balloon payment is due].
- If any installment payment due under this note is not received by Lender within \_\_\_\_\_ days of its due date, the entire amount of unpaid principal will become immediately due and payable at the option of Lender without prior notice to Borrower.
- If Lender prevails in a lawsuit to collect on this note, Borrower agrees to pay Lender's attorney fees in an amount the court finds to be just and reasonable.

*The term Borrower refers to one or more borrowers. If there is more than one borrower, they agree to be jointly and severally liable. The term Lender refers to any person who legally holds this note, including a buyer in due course.*

Borrower 1's signature \_\_\_\_\_

Date \_\_\_\_\_

Print name \_\_\_\_\_

Location [city or county where signed] \_\_\_\_\_

Address \_\_\_\_\_

Borrower 2's signature \_\_\_\_\_

Date \_\_\_\_\_

Print name \_\_\_\_\_

Location [city or county where signed] \_\_\_\_\_

Address \_\_\_\_\_

## Certificate of Acknowledgment of Notary Public

State of \_\_\_\_\_  
County of \_\_\_\_\_ } ss

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_,  
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 the within instrument, and acknowledged to me that he or she executed the same in  
his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

[NOTARY SEAL]

**Promissory Note***Loan repayable in installments without interest*

Name of Borrower 1: \_\_\_\_\_

Name of Borrower 2: \_\_\_\_\_

Name of Lender: \_\_\_\_\_

1. For value received, Borrower promises to pay to Lender the amount of \$ \_\_\_\_\_ on \_\_\_\_\_ [due date] at \_\_\_\_\_ [address where payments are to be sent].
2. Borrower agrees that this note will be paid in equal installments of \$ \_\_\_\_\_ per month, due on the first day of each month, until the principal is paid in full.
3. If any installment payment due under this note is not received by Lender within \_\_\_\_\_ days of its due date, the entire amount of unpaid principal will become immediately due and payable at the option of Lender without prior notice to Borrower.
4. If Lender prevails in a lawsuit to collect on this note, Borrower agrees to pay Lender's attorney fees in an amount the court finds to be just and reasonable.

*The term Borrower refers to one or more borrowers. If there is more than one borrower, they agree to be jointly and severally liable. The term Lender refers to any person who legally holds this note, including a buyer in due course.*

\_\_\_\_\_  
Borrower 1's signature\_\_\_\_\_  
Date\_\_\_\_\_  
Print name\_\_\_\_\_  
Location [city or county where signed]\_\_\_\_\_  
Address\_\_\_\_\_  
Borrower 2's signature\_\_\_\_\_  
Date\_\_\_\_\_  
Print name\_\_\_\_\_  
Location [city or county where signed]\_\_\_\_\_  
Address

## Certificate of Acknowledgment of Notary Public

State of \_\_\_\_\_  
County of \_\_\_\_\_ } ss

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_,  
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 the within instrument, and acknowledged to me that he or she executed the same in  
his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

[NOTARY SEAL]

## Promissory Note

*Loan repayable in lump sum with interest*

Name of Borrower 1: \_\_\_\_\_

Name of Borrower 2: \_\_\_\_\_

Name of Lender: \_\_\_\_\_

1. For value received, Borrower promises to pay to Lender the amount of \$ \_\_\_\_\_  
on \_\_\_\_\_ [due date] at \_\_\_\_\_  
\_\_\_\_\_ [address where payments are to be sent].
2. Simple interest will be charged on the sum specified in Clause 1 at the rate of \_\_\_\_\_ % per year  
from the date this note was signed until the date it is [choose one]:
  - paid in full (Borrower will receive credits for prepayments, reducing the total amount of interest to be repaid).
  - due or paid in full, whichever date occurs last (Borrower will not receive credits for making prepayments).
3. If Lender prevails in a lawsuit to collect on this note, Borrower agrees to pay Lender's attorney fees in an amount the court finds to be just and reasonable.

*The term Borrower refers to one or more borrowers. If there is more than one borrower, they agree to be jointly and severally liable. The term Lender refers to any person who legally holds this note, including a buyer in due course.*

\_\_\_\_\_  
Borrower 1's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Location [city or county where signed]

\_\_\_\_\_  
Address

\_\_\_\_\_  
Borrower 2's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Location [city or county where signed]

\_\_\_\_\_  
Address



### Certificate of Acknowledgment of Notary Public

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_,  
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 the within instrument, and acknowledged to me that he or she executed the same in  
his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

*[NOTARY SEAL]*

**Promissory Note***Loan repayable in lump sum without interest*

Name of Borrower 1: \_\_\_\_\_

Name of Borrower 2: \_\_\_\_\_

Name of Lender: \_\_\_\_\_

1. For value received, Borrower promises to pay to Lender the amount of \$ \_\_\_\_\_  
on \_\_\_\_\_ [due date] at \_\_\_\_\_  
\_\_\_\_\_ [address where payments are to be sent].
2. If Lender prevails in a lawsuit to collect on this note, Borrower agrees to pay Lender's attorney fees in an amount the court finds to be just and reasonable.

*The term Borrower refers to one or more borrowers. If there is more than one borrower, they agree to be jointly and severally liable. The term Lender refers to any person who legally holds this note, including a buyer in due course.*

\_\_\_\_\_  
Borrower 1's signature\_\_\_\_\_  
Date\_\_\_\_\_  
Print name\_\_\_\_\_  
Location [city or county where signed]\_\_\_\_\_  
Address\_\_\_\_\_  
Borrower 2's signature\_\_\_\_\_  
Date\_\_\_\_\_  
Print name\_\_\_\_\_  
Location [city or county where signed]\_\_\_\_\_  
Address

### Certificate of Acknowledgment of Notary Public

State of \_\_\_\_\_  
County of \_\_\_\_\_ } ss

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_,  
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 the within instrument, and acknowledged to me that he or she executed the same in  
his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

[NOTARY SEAL]

## Cosigner Provision

Name of Cosigner 1: \_\_\_\_\_

Name of Cosigner 2: \_\_\_\_\_

Name of Borrower 1: \_\_\_\_\_

Name of Borrower 2: \_\_\_\_\_

Name of Lender: \_\_\_\_\_

1. Borrower has agreed to pay Lender the amount indicated in the attached Promissory Note under the terms specified in that Note.
2. Cosigner agrees to guarantee this debt; Cosigner wants to accept this responsibility and understands this obligation means the following:
  - If Borrower doesn't pay the debt on time, that fact may become a part of Cosigner's credit record.
  - If Borrower doesn't pay the debt at all, Cosigner will be legally obligated to do so.
  - Cosigner may have to pay late fees or collection costs, which will increase this amount.
  - Lender can collect this debt from Cosigner without first trying to collect from Borrower.
  - Lender can use the same collection methods against Cosigner that can be used against Borrower, including filing a lawsuit against Cosigner, and if the lawsuit is successful, garnishing Cosigner's wages, seizing other personal property of Cosigner, and putting a lien against Cosigner's house.

*The term Cosigner refers to one or more cosigner. If there is more than one cosigner, they agree to be jointly and severally liable.*

\_\_\_\_\_  
Cosigner 1's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Location [city or county where signed]

\_\_\_\_\_  
Address

\_\_\_\_\_  
Cosigner 2's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Location [city or county where signed]

\_\_\_\_\_  
Address

## Security Agreement Provision for Promissory Note

Here are some examples of the kind of language to include in the security agreement provision.

***If a vehicle is security, use this language:***

Borrower agrees that until the principal and interest owed under this note are paid in full, the note is secured by the following security agreement:

Security agreement signed by: \_\_\_\_\_ [name of owner]  
on: \_\_\_\_\_ [date signed], which gives title to: \_\_\_\_\_  
\_\_\_\_\_ [date, make, model, and VIN of  
vehicle].

***If other valuable personal property is security, use this language:***

Borrower agrees that until the principal and interest owed under this note are paid in full, the note is secured by the following security agreement:

Security agreement signed by: \_\_\_\_\_ [name of owner]  
on: \_\_\_\_\_ [date signed], which gives a security interest in: \_\_\_\_\_  
\_\_\_\_\_ [description of the personal  
property used as collateral].

## Security Agreement for Borrowing Money

Name of Borrower: \_\_\_\_\_

Name of Lender: \_\_\_\_\_

1. **Grant of Security Interest.** Borrower grants to Lender a continuing security interest in the following personal property:

\_\_\_\_\_

\_\_\_\_\_

(the Secured Property). Borrower grants this security interest to secure performance of the promissory note dated \_\_\_\_\_ that Borrower executed in favor of Lender (the Note), which obligates Borrower to pay Lender \$ \_\_\_\_\_ with interest at the rate of \_\_\_\_% per year, on the terms stated in the Note.

2. **Financing Statement.** Until the amount due under the Note is paid in full, the Note will be further secured by a Uniform Commercial Code (U.C.C.) Financing Statement. Borrower agrees to sign any other documents that Lender reasonably requests to protect Lender's security interest in the Secured Property.
3. **Use and Care of Secured Property.** Until the amount due under the Note is paid in full, Borrower agrees to:
- A. Maintain the Secured Property in good repair.
  - B. Not sell, transfer, or release the Secured Property without Lender's prior written consent.
  - C. Pay all taxes on the Secured Property as they become due.
  - D. Allow Lender to inspect the Secured Property at any reasonable time.
4. **Borrower's Default.** If Borrower is more than \_\_\_\_ days late in making any payment due under the Note, or if Buyer fails to correct any violations of paragraph 3, within \_\_\_\_ days of receiving written notice from Lender, Borrower will be in default.
5. **Lender's Rights.** If Borrower is in default, Lender may exercise the remedies contained in the U.C.C. for the state of \_\_\_\_\_ and any other remedies legally available to Lender. Before exercising such remedies, Lender will provide at least ten days advance notice, as provided in paragraph 6. Lender may, for example:
- A. Remove the Secured Property from the place where it is then located.
  - B. Require Borrower to make the Secured Property available to Lender at a place designated by Lender that is reasonably convenient to Borrower and Lender.
  - C. Sell, lease, or otherwise dispose of the Secured Property.
6. **Notice.** Any notice may be delivered to a party at the address that follows a party's signature below, or to a new address that a party designates in writing. A notice may be delivered in person, by certified mail, or by overnight courier.
7. **Entire Agreement.** This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.
10. **Successors and Assigns.** This agreement binds and benefits the parties' heirs, successors, and assigns.

11. **Governing Law.** This agreement will be governed by and construed in accordance with the laws of the state of \_\_\_\_\_.
12. **Modification.** This agreement may be modified only in writing.
13. **Waiver.** If one party waives any term or provision of this agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.
14. **Severability.** If any court determines that any provision of this agreement is invalid or unenforceable, any such invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

\_\_\_\_\_  
Lender's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

## U.C.C. Financing Statement

This Financing Statement is presented for filing under the Uniform Commercial Code as adopted in \_\_\_\_\_ [name of your state].

---

Name of Borrower: \_\_\_\_\_

Address of Borrower: \_\_\_\_\_

---

Name of Lender/Secured party: \_\_\_\_\_

Address of Lender/Secured party: \_\_\_\_\_

---

*The term Borrower refers to one or more borrowers. If there is more than one borrower, they agree to be jointly and severally liable. The term Lender refers to any person who legally holds this note, including a buyer in due course.*

The property listed as collateral in the security agreement is as follows [identify or describe]:

---



---

This Financing Statement secures the following debt:

Promissory note dated: \_\_\_\_\_

Amount of debt: \_\_\_\_\_

Payback due date: \_\_\_\_\_

All other terms and conditions are stated in the promissory note, a copy of which is attached.

Borrower's signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

---

*(For Use of the Filing Officer)*

Date of filing: \_\_\_\_\_ Time of filing: \_\_\_\_\_

File number and address of filing office: \_\_\_\_\_

---



## Release of U.C.C. Financing Statement

This Release of Financing Statement is presented for filing under the Uniform Commercial Code as adopted in \_\_\_\_\_ *[name of your state]*.

---

Name of Borrower: \_\_\_\_\_

Address of Borrower: \_\_\_\_\_  
\_\_\_\_\_

Name of Lender/Secured party: \_\_\_\_\_

Address of Lender/Secured party: \_\_\_\_\_  
\_\_\_\_\_

*The term Borrower refers to one or more borrowers. The term Lender refers to any person who legally holds this note, including a buyer in due course.*

The property listed as collateral in the security agreement is as follows *[identify or describe]*:

\_\_\_\_\_  
\_\_\_\_\_

File number of Financing Statement: \_\_\_\_\_

Date filed: \_\_\_\_\_

Address of filing office: \_\_\_\_\_

Borrower's signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

---

*(For Use of the Filing Officer)*

Date of filing: \_\_\_\_\_ Time of filing: \_\_\_\_\_

File number and address of filing office: \_\_\_\_\_  
\_\_\_\_\_

## Agreement to Modify Promissory Note

Name of Borrower 1: \_\_\_\_\_

Name of Borrower 2: \_\_\_\_\_

Name of Lender: \_\_\_\_\_

1. This Agreement modifies the original promissory note dated \_\_\_\_\_, \_\_\_\_\_, under which Borrower promised to pay to Lender the amount of \$ \_\_\_\_\_ at the rate of \_\_\_\_\_% per year from the date the note was signed until \_\_\_\_\_, \_\_\_\_\_.

2. Lender and Borrower agree to the following modifications *[choose all that apply]*:

Borrower has until \_\_\_\_\_ to pay the note in full.

Borrower will make interest-only payments beginning on \_\_\_\_\_, \_\_\_\_\_, until \_\_\_\_\_, \_\_\_\_\_, at which time the remaining principal balance will be reamortized over the remaining months of the note.

Beginning on \_\_\_\_\_, \_\_\_\_\_, the interest rate will change to \_\_\_\_\_%. The new monthly payments will be in the amount of \$ \_\_\_\_\_.

Other: \_\_\_\_\_.

*The term Borrower refers to one or more borrowers. If there is more than one borrower, they agree to be jointly and severally liable. The term Lender refers to any person who legally holds this note, including a buyer in due course.*

\_\_\_\_\_  
Borrower 1's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Location *[city or county where signed]*

\_\_\_\_\_  
Address

\_\_\_\_\_  
Borrower 2's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Location *[city or county where signed]*

\_\_\_\_\_  
Address

## Overdue Payment Demand

Date: \_\_\_\_\_

To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[insert name and address of person who borrowed money]*

Re: Promissory Note dated \_\_\_\_\_

Dear \_\_\_\_\_:

This is to notify you that I have not received the following payment(s) due under the Promissory Note referenced above ("the Note").

Amount:	\$ _____	Due date:	_____
Amount:	\$ _____	Due date:	_____
Total:	\$ _____		

Please let me know at once if there is a problem. If I do not hear from you within 15 days, I will have no choice but to assume that you do not intend to repay the amount that is due under the Note. I will proceed to enforce my rights under the Note, including possibly filing a lawsuit, to collect the entire balance.

Sincerely,

\_\_\_\_\_  
Signature of Lender

\_\_\_\_\_  
Print name of Lender

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Home phone

\_\_\_\_\_  
Work Phone

## Demand to Make Good on Bad Check

Date: \_\_\_\_\_

To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[insert name and address of check writer]*

Re: Check # \_\_\_\_\_ Dated \_\_\_\_\_, \_\_\_\_\_

Issuing financial institution: \_\_\_\_\_

Dear \_\_\_\_\_:

Your check was returned to my bank and refused payment for the following reason *[choose one]*:

- insufficient funds in the account on which the check was drawn to cover the amount of the check.
- the account on which the check was drawn has been closed.
- you stopped payment on the check.

Please let me know at once if there is a problem. If I do not hear from you within 30 days, I will have no choice but to assume that you do not intend to make this check good. I will proceed to enforce my rights, which may include filing a lawsuit. I will request that the court award me the maximum monetary damages allowed under state law, as well as:

- the amount of the check
- the bad check processing fee charged by my bank
- the expenses incurred in attempting to collect on the check as allowed under state law

Sincerely,

\_\_\_\_\_  
Signature of Check Recipient

\_\_\_\_\_  
Print name of Check Recipient

\_\_\_\_\_  
Address

\_\_\_\_\_  
Home phone

\_\_\_\_\_  
Work phone

# Ideal House Profile

Upper price limit: \_\_\_\_\_

Maximum down payment: \_\_\_\_\_

Special financing needs: \_\_\_\_\_

Neighborhood or location:	Must Have	Hope to Have
---------------------------	-----------	--------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

School needs:

_____	_____	_____
-------	-------	-------

Desired neighborhood features:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Length of commute:

_____	_____	_____
-------	-------	-------

Access to public transportation:

_____	_____	_____
-------	-------	-------

Size of house:

_____	_____	_____
-------	-------	-------

Number and type of rooms:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Condition, age, and type of house:

_____	_____	_____
_____	_____	_____

Type of yard and grounds:

_____	_____	_____
_____	_____	_____

Other desired features:

_____	_____	_____
_____	_____	_____
_____	_____	_____

Absolutely no ways:

_____	_____	_____
_____	_____	_____
_____	_____	_____

# House Priorities Worksheet

Date visited: \_\_\_\_\_

Address: \_\_\_\_\_

Price: \$ \_\_\_\_\_

Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

## Must have:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

## Hope to have:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

## Absolutely no way:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

## Comments about the particular house:

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---

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## Family Financial Statement

	Borrower	Coborrower
Name:	_____	_____
Address:	_____	_____
	_____	_____
Home phone:	_____	_____
Employer:	_____	_____
Employer's address:	_____	_____
Work phone:	_____	_____

### Worksheet 1: Income and Expenses

I. INCOME	Borrower (\$)	Coborrower (\$)	Total (\$)
A. Monthly gross income			
1. Employment	_____	_____	_____
2. Public benefits	_____	_____	_____
3. Dividends	_____	_____	_____
4. Royalties	_____	_____	_____
5. Interest/investments	_____	_____	_____
6. Other (specify): _____	_____	_____	_____
<b>B. Total monthly gross income</b>	_____	_____	_____
II. MONTHLY EXPENSES	Borrower (\$)	Coborrower (\$)	Total (\$)
A. Nonhousing			
1. Child care	_____	_____	_____
2. Clothing	_____	_____	_____
3. Food	_____	_____	_____
4. Insurance	_____	_____	_____
a. Auto	_____	_____	_____
b. Life	_____	_____	_____
c. Medical & dental	_____	_____	_____
5. Other medical	_____	_____	_____
6. Personal	_____	_____	_____
7. Education	_____	_____	_____
8. Taxes (nonhousing)	_____	_____	_____
9. Transportation	_____	_____	_____
10. Other (specify): _____	_____	_____	_____
B. Housing			
1. Mortgage	_____	_____	_____
2. Taxes	_____	_____	_____
3. Insurance	_____	_____	_____
4. Utilities	_____	_____	_____
5. Rent	_____	_____	_____
6. Other (specify): _____	_____	_____	_____
<b>C. Total monthly expenses</b>	_____	_____	_____



## Worksheet 2: Assets and Liabilities

I. ASSETS (Cash or Market Value)	Borrower (\$)	Coborrower (\$)	Total (\$)
A. Cash & cash equivalents			
1. Cash	_____	_____	_____
2. Deposits (list):	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
B. Marketable securities			
1. Stocks/bonds (bid price)	_____	_____	_____
2. Other securities	_____	_____	_____
3. Mutual funds	_____	_____	_____
4. Life insurance	_____	_____	_____
5. Other (specify):	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
<b>C. Total cash &amp; marketable securities</b>	<b>_____</b>	<b>_____</b>	<b>_____</b>
D. Nonliquid assets			
1. Real estate	_____	_____	_____
2. Retirement funds	_____	_____	_____
3. Business	_____	_____	_____
4. Motor vehicles	_____	_____	_____
5. Other (specify):	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
<b>E. Total nonliquid assets</b>	<b>_____</b>	<b>_____</b>	<b>_____</b>
<b>F. Total all assets</b>	<b>_____</b>	<b>_____</b>	<b>_____</b>
<b>II. LIABILITIES</b>			
A. Debts			
1. Real estate loans	_____	_____	_____
2. Student loans	_____	_____	_____
3. Motor vehicle loans	_____	_____	_____
4. Child or spousal support	_____	_____	_____
5. Personal loans	_____	_____	_____
6. Credit cards (specify):	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
7. Other (specify):	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
<b>B. Total liabilities</b>	<b>_____</b>	<b>_____</b>	<b>_____</b>
<b>III. NET WORTH</b>			
(Total assets minus total liabilities)	_____	_____	_____



## Mortgage Rates and Terms Worksheet

Lender: \_\_\_\_\_

Loan agent: \_\_\_\_\_

Phone number: \_\_\_\_\_

Date: \_\_\_\_\_

### 1. General Information

Fixed or adjustable	<input type="checkbox"/> F <input type="checkbox"/> A	<input type="checkbox"/> F <input type="checkbox"/> A	<input type="checkbox"/> F <input type="checkbox"/> A
Fixed interest rate	_____ %	_____ %	_____ %
Government financing	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
Minimum down payment	_____ %	_____ %	_____ %
PMI required	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
Impound account	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
Term of mortgage	_____ Years	_____ Years	_____ Years
Assumable	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
Prepayment penalty	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
Negative amortization	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
Rate lock-in available	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
Cost to lock in	21 Days \$ _____	21 Days \$ _____	21 Days \$ _____
	30 Days \$ _____	30 Days \$ _____	30 Days \$ _____
	45 Days \$ _____	45 Days \$ _____	45 Days \$ _____

### 2. Debt-to-Income Ratios Information

Allowable monthly carrying costs as % of income	_____ %	_____ %	_____ %
Allowable monthly carrying costs plus long-term debts as % of monthly income	_____ %	_____ %	_____ %
Maximum loan you qualify for based on debt-to-income ratios	\$ _____	\$ _____	\$ _____

### 3. Loan Costs

Number of points	\$ _____	\$ _____	\$ _____
Cost of points	\$ _____	\$ _____	\$ _____
PMI	\$ _____	\$ _____	\$ _____

Additional loan fee	\$ _____	\$ _____	\$ _____
Credit report	\$ _____	\$ _____	\$ _____
Application fee	\$ _____	\$ _____	\$ _____
Appraisal fee	\$ _____	\$ _____	\$ _____
Miscellaneous fees	\$ _____	\$ _____	\$ _____
Estimated total loan costs	\$ _____	\$ _____	\$ _____

**4. Time Limits**

Credit/employment check	_____ Days	_____ Days	_____ Days
Lender appraisal	_____ Days	_____ Days	_____ Days
Loan approval	_____ Days	_____ Days	_____ Days
Loan funding	_____ Days	_____ Days	_____ Days
Loan due date each month	_____	_____	_____
Grace period	_____ Days	_____ Days	_____ Days
Late fee	_____ %	_____ %	_____ %

**5. Other Features**

[such as a discount for having an account with a certain bank, or a lender discount of interest rate on initial payments]

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**6. Fixed Rate Two-Step Loans**

Initial annual interest rate	_____ %	_____ %	_____ %
Over how many years	_____ Years	_____ Years	_____ Years

**7. Fixed Rate Balloon Payment Loans**

Interest rate	_____ %	_____ %	_____ %
Monthly payment	\$ _____	\$ _____	\$ _____
Term of loan	_____ Years	_____ Years	_____ Years
Amount of balloon payment	\$ _____	\$ _____	\$ _____

**8. Adjustable Rate Mortgages (ARMs)**

Index: 11th District COFI  \_\_\_\_\_ %  \_\_\_\_\_ %  \_\_\_\_\_ %

6 Mo. T-Bills  \_\_\_\_\_ %  \_\_\_\_\_ %  \_\_\_\_\_ %

1 Yr. T-Bills  \_\_\_\_\_ %  \_\_\_\_\_ %  \_\_\_\_\_ %

Other \_\_\_\_\_  \_\_\_\_\_ %  \_\_\_\_\_ %  \_\_\_\_\_ %

Margin \_\_\_\_\_ % \_\_\_\_\_ % \_\_\_\_\_ %

Initial interest rate

How long \_\_\_\_\_ Mos. \_\_\_\_\_ Yrs. \_\_\_\_\_ Mos. \_\_\_\_\_ Yrs. \_\_\_\_\_ Mos. \_\_\_\_\_ Yrs.

Interest rate cap  
(with negative amortization) or \_\_\_\_\_ % \_\_\_\_\_ % \_\_\_\_\_ %

Interest rate cap  
(without negative amortization) \_\_\_\_\_ % \_\_\_\_\_ % \_\_\_\_\_ %

Adjustment period \_\_\_\_\_ Months \_\_\_\_\_ Months \_\_\_\_\_ Months

Life-of-loan (overall) cap \_\_\_\_\_ % \_\_\_\_\_ % \_\_\_\_\_ %

Initial payment \_\_\_\_\_ Months \_\_\_\_\_ Months \_\_\_\_\_ Months

Payment cap \_\_\_\_\_ % \_\_\_\_\_ % \_\_\_\_\_ %

Payment cap period \_\_\_\_\_ Months \_\_\_\_\_ Months \_\_\_\_\_ Months

Highest payment or interest rate in:

6 months \_\_\_\_\_% \$ \_\_\_\_\_ \_\_\_\_\_% \$ \_\_\_\_\_ \_\_\_\_\_% \$ \_\_\_\_\_

12 months \_\_\_\_\_% \$ \_\_\_\_\_ \_\_\_\_\_% \$ \_\_\_\_\_ \_\_\_\_\_% \$ \_\_\_\_\_

18 months \_\_\_\_\_% \$ \_\_\_\_\_ \_\_\_\_\_% \$ \_\_\_\_\_ \_\_\_\_\_% \$ \_\_\_\_\_

24 months \_\_\_\_\_% \$ \_\_\_\_\_ \_\_\_\_\_% \$ \_\_\_\_\_ \_\_\_\_\_% \$ \_\_\_\_\_

30 months \_\_\_\_\_% \$ \_\_\_\_\_ \_\_\_\_\_% \$ \_\_\_\_\_ \_\_\_\_\_% \$ \_\_\_\_\_

36 months \_\_\_\_\_% \$ \_\_\_\_\_ \_\_\_\_\_% \$ \_\_\_\_\_ \_\_\_\_\_% \$ \_\_\_\_\_

**9. Hybrid Loans**

Initial interest rate \_\_\_\_\_ % \_\_\_\_\_ % \_\_\_\_\_ %

Term as a fixed rate loan \_\_\_\_\_ Years \_\_\_\_\_ Years \_\_\_\_\_ Years

Interest rate at first adjustment period \_\_\_\_\_ % \_\_\_\_\_ % \_\_\_\_\_ %

## Moving Checklist

*[Not all items on this list will apply to you. If you're moving within the same town, you probably won't have to transfer your kids to a new school, get references for a new job or have your car serviced for travel. So just focus on the applicable items.]*

### I. Two Weeks Before Moving

- Check with your children's new school about what records and transcripts it will need; arrange for their transfer.
- Close or transfer bank and safe deposit box accounts.
- Cancel deliveries—newspaper, diapers, laundry.
- Cancel utilities—gas, electric, cable, phone, water, garbage; transfer services (if possible) or arrange new services; request deposit refunds.
- Get recommendations or find in advance (especially if a medical condition needs regular attention) new doctors, dentist, and veterinarian. If possible, photocopy key medical records to have with you.
- Get reference letters, if you'll need to find a job.
- Cancel membership (or transfer membership, if relevant) in religious, civic, and athletic organizations.
- Have car serviced for travel.
- Arrange for moving pets.
- Finalize arrangements with moving company. (You should have gotten bids and made preliminary arrangements weeks earlier.)
- Tell close friends and relatives your schedule.

### II. Things to Remember While Packing

- Before you pack, take the time to do a good inventory and sort through things. This way you can move less and won't end up throwing things away at your new home or taking up storage space.
- Label boxes on top and side—your name, new city, room of house, and contents.
- Pack phone books.
- Assemble moving kit—hammer, screwdriver, pliers, tape, nails, tape measure, scissors, flashlight, cleansers, cleaning cloths, rubber gloves, garbage bags, light bulbs, and extension cords. If you're driving to your new home, pack a broom and pail in your car. Larger items that are handy when moving in, such as a step stool or vacuum cleaner, should go in the moving van, unless your new house is nearby and you're moving lots of things by car.
- Keep the basics handy—comfortable clothes, toiletries, towels, alarm clock, disposable plates, cups and utensils, can opener, one pot, one pan, sponge, paper towels, toilet paper, plastic containers, and toys for kids.
- Consider carrying jewelry, extremely fragile items, currency, and important documents.
- Make other arrangements if moving company won't move antiques, art collections, crystal, other valuables, or plants.

### III. Whom to Send Change of Addresses

- Friends and relatives
- Subscriptions
- Government agencies you regularly deal with—Veterans' Administration, IRS, Social Security Administration, etc.
- Charge and credit accounts
- Installment debt—such as student loan or car loan
- Frequent flyer programs
- Brokers and mutual funds
- Insurance agent/companies
- Medical providers—if you'll be able to use them after moving
- Catalogues you want to keep receiving
- Charities you wish to continue donating to
- Post office (If you're trying to get off of catalogue and other direct mailing lists, only have first-class mail forwarded. Give your new address to those catalogue companies on whose lists you want to remain, and don't forget to tell them not to trade or sell your name.)

### IV. Things to Do After Moving In

- Open bank accounts
- Open safe deposit box account
- Begin deliveries—oil, newspaper, diapers, laundry
- Register to vote
- Change (or get new) driver's license
- Change auto registration
- Install new batteries in existing smoke detectors (and install any additionally needed smoke detectors); buy fire extinguisher.
- Hold party for the people who helped you find your house and your moving helpers, and take yourself out for a congratulatory dinner!

## Motor Vehicle Bill of Sale

Seller 1: \_\_\_\_\_

Address: \_\_\_\_\_

Seller 2: \_\_\_\_\_

Address: \_\_\_\_\_

Buyer 1: \_\_\_\_\_

Address: \_\_\_\_\_

Buyer 2: \_\_\_\_\_

Address: \_\_\_\_\_

*If there is more than one buyer or seller, the use of the singular incorporates the plural.*

1. Seller hereby sells the Vehicle described here to Buyer *[specify vehicle year, make, and model]*: \_\_\_\_\_

\_\_\_\_\_

Its body type is: \_\_\_\_\_.

It carries the following vehicle identification number (VIN): \_\_\_\_\_.

Vehicle includes the following personal property items: \_\_\_\_\_

\_\_\_\_\_.

2. The full purchase price for Vehicle is \$ \_\_\_\_\_. In exchange for Vehicle, Buyer has paid Seller *[choose one]*:

single payment of the full purchase price.

\$ \_\_\_\_\_ as a down payment, balance of the purchase price due by \_\_\_\_\_ *[date]*.

\$ \_\_\_\_\_ as a down payment and has executed a promissory note for the balance of the purchase price.

3. Seller warrants that Seller is the legal owner of Vehicle and that Vehicle is free of all legal claims (liens or encumbrances) by others except: \_\_\_\_\_

\_\_\_\_\_

Seller agrees to remove any lien or encumbrance specified in this clause with the proceeds of this sale and other funds if necessary within \_\_\_\_\_ days of the date of the bill of sale.

4. Vehicle  has been  has not been inspected by an independent mechanic at Buyer's request. If an inspection has been made, the inspection report  is attached to and made part of this bill of sale  is not attached.



5. Seller believes Vehicle to be in good condition except for the following defects: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. To the best of Seller's knowledge, this vehicle:  
 is  is not a salvage vehicle.  
 has  has not been declared a total loss by an insurance company.  
 has  has not been repaired under the terms of a Lemon Law.

7. The odometer reading for Vehicle is: \_\_\_\_\_.

8. Additional terms of sale for Vehicle are as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Seller 1's signature Date

\_\_\_\_\_  
Seller 2's signature Date

\_\_\_\_\_  
Buyer 1's signature Date

\_\_\_\_\_  
Buyer 2's signature Date

### Certificate of Acknowledgment of Notary Public

State of \_\_\_\_\_  
County of \_\_\_\_\_ } ss

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_,  
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 the within instrument, and acknowledged to me that he or she executed the same in  
his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.  
\_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

[NOTARY SEAL]

## Boat Bill of Sale

Seller 1: \_\_\_\_\_

Address: \_\_\_\_\_

Seller 2: \_\_\_\_\_

Address: \_\_\_\_\_

Buyer 1: \_\_\_\_\_

Address: \_\_\_\_\_

Buyer 2: \_\_\_\_\_

Address: \_\_\_\_\_

*If there is more than one buyer or seller, the use of the singular incorporates the plural.*

1. Seller sells the boat (Boat) described here to Buyer:

Year: \_\_\_\_\_ Make: \_\_\_\_\_

Model: \_\_\_\_\_ Length: \_\_\_\_\_

Serial or Hull ID number: \_\_\_\_\_ General type: \_\_\_\_\_

Registration, CF or Document number: \_\_\_\_\_

2. Boat has the following types of engine(s) (Engines) *[provide details on any engines including year, make, type, model, hours, and serial number]:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Boat contains the following equipment (Equipment) included in this sale *[list and describe all that apply, including sails and rigging, safety equipment, electronics and navigation equipment, and deck equipment]:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Seller believes Boat, Engines, and Equipment to be in good condition except for the following defects:

\_\_\_\_\_  
\_\_\_\_\_

5. Boat and Engines  have been  have not been independently inspected or surveyed at Buyer's request. If an independent inspection or Marine Survey has been made, the inspection report or Marine Survey  is attached to and made part of this bill of sale  is not attached.

6. The full purchase price for Boat, Engines, and Equipment is \$ \_\_\_\_\_. In exchange for Boat, Engines, and Equipment, Buyer has paid Seller [choose one]:

- single payment of the full purchase price.
- \$ \_\_\_\_\_ as a down payment, balance of the purchase price due by \_\_\_\_\_ [date].
- \$ \_\_\_\_\_ as a down payment and has executed a promissory note for the balance of the purchase price.

7. Seller warrants that Seller is the legal owner of Boat, Engines, and Equipment and that Boat, Engines, and Equipment are free of all liens and encumbrances except \_\_\_\_\_

\_\_\_\_\_  
Seller agrees to remove any lien or encumbrance specified in this clause with the proceeds of this sale and other funds as necessary within \_\_\_\_\_ days of the date of the bill of sale.

8. Additional terms of sale for Boat, Engines, and Equipment are as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Seller 1's signature Date

\_\_\_\_\_  
Seller 2's signature Date

\_\_\_\_\_  
Buyer 1's signature Date

\_\_\_\_\_  
Buyer 2's signature Date

### Certificate of Acknowledgment of Notary Public

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_,  
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 the within instrument, and acknowledged to me that he or she executed the same in  
his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

[NOTARY SEAL]

## Computer System Bill of Sale

Seller 1: \_\_\_\_\_

Address: \_\_\_\_\_

Seller 2: \_\_\_\_\_

Address: \_\_\_\_\_

Buyer 1: \_\_\_\_\_

Address: \_\_\_\_\_

Buyer 2: \_\_\_\_\_

Address: \_\_\_\_\_

*If there is more than one buyer or seller, the use of the singular incorporates the plural.*

1. Seller sells the goods (Goods) described here to Buyer:

**Hardware** [provide the brand name and, wherever possible, the serial number]:

computer (boards, cpu, bus, I/O ports): \_\_\_\_\_

\_\_\_\_\_

monitor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

external floppy disk drive: \_\_\_\_\_

\_\_\_\_\_

external hard drive: \_\_\_\_\_

\_\_\_\_\_

CD-ROM: \_\_\_\_\_

\_\_\_\_\_

DVD: \_\_\_\_\_

\_\_\_\_\_

external mass storage device: \_\_\_\_\_

\_\_\_\_\_

printer: \_\_\_\_\_

\_\_\_\_\_

modem: \_\_\_\_\_

\_\_\_\_\_

multimedia system: \_\_\_\_\_

\_\_\_\_\_

furniture or other items as follows: \_\_\_\_\_

\_\_\_\_\_

**Software** [provide the titles of the software and, wherever possible, the serial number]:

---

---

---

---

---

2. The full purchase price for Goods is \$\_\_\_\_\_. In exchange for Goods, Buyer has paid Seller [choose one]:

- the single payment of the full purchase price.
- \$ \_\_\_\_\_ as a down payment, balance of the purchase price due by \_\_\_\_\_ [date].
- \$ \_\_\_\_\_ as a down payment and has executed a promissory note for the balance of the purchase price.

3. Seller warrants that Seller is the legal owner of Goods and that Goods are free of all liens and encumbrances except \_\_\_\_\_

Seller agrees to remove any lien or encumbrance specified in this clause with the proceeds of this sale and other funds as necessary within \_\_\_\_\_ days of the date of the bill of sale.

4. Seller believes Goods to be in good condition except for the following defects: \_\_\_\_\_

---

5. Additional terms of sale for Goods are as follows: \_\_\_\_\_

---

---

\_\_\_\_\_  
Seller 1's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller 2's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer 1's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer 2's signature

\_\_\_\_\_  
Date

### Certificate of Acknowledgment of Notary Public

State of \_\_\_\_\_  
County of \_\_\_\_\_ } ss

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_,  
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 the within instrument, and acknowledged to me that he or she executed the same in  
his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

[NOTARY SEAL]

## General Bill of Sale

Seller 1: \_\_\_\_\_

Address: \_\_\_\_\_

Seller 2: \_\_\_\_\_

Address: \_\_\_\_\_

Buyer 1: \_\_\_\_\_

Address: \_\_\_\_\_

Buyer 2: \_\_\_\_\_

Address: \_\_\_\_\_

*If there is more than one buyer or seller, the use of the singular incorporates the plural.*

1. Seller sells the goods (Goods) described here to Buyer: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. The full purchase price for Goods is \$\_\_\_\_\_. In exchange for Goods, Buyer has paid Seller  
[choose one]:

- single payment of the full purchase price.
- \$ \_\_\_\_\_ as a down payment, balance of the purchase price due by \_\_\_\_\_ [date].
- \$ \_\_\_\_\_ as a down payment and has executed a promissory note for the balance of the purchase price.

3. Seller warrants that Seller is the legal owner of Goods and that Goods are free of all liens and encumbrances except \_\_\_\_\_

\_\_\_\_\_

Seller agrees to remove any lien or encumbrance specified in this clause with the proceeds of this sale and other funds as necessary within \_\_\_\_\_ days of the date of the bill of sale.

4. Seller believes Goods to be in good condition except for the following defects: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Goods will be delivered to Buyer in the following manner [choose one]:

- Buyer will take immediate possession of Goods.
- Buyer assumes responsibility for picking up Goods from \_\_\_\_\_ within \_\_\_\_\_ days.



In exchange for an additional delivery charge of \$ \_\_\_\_\_ , receipt of which is hereby acknowledged, Seller will deliver Goods within \_\_\_\_\_ days to the following location:  
\_\_\_\_\_.

6. Additional terms of sale for Goods are as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Seller 1's signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Seller 2's signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Buyer 1's signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Buyer 2's signature \_\_\_\_\_ Date \_\_\_\_\_

### Certificate of Acknowledgment of Notary Public

State of \_\_\_\_\_  
County of \_\_\_\_\_ } ss

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_,  
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 the within instrument, and acknowledged to me that he or she executed the same in  
his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

[NOTARY SEAL]

## Bill of Sale for Dog

Seller 1: \_\_\_\_\_

Address: \_\_\_\_\_

Seller 2: \_\_\_\_\_

Address: \_\_\_\_\_

Buyer 1: \_\_\_\_\_

Address: \_\_\_\_\_

Buyer 2: \_\_\_\_\_

Address: \_\_\_\_\_

*If there is more than one buyer or seller, the use of the singular incorporates the plural.*

1. Seller sells to Buyer the Dog described as follows:

Name: \_\_\_\_\_

Breed: \_\_\_\_\_ Sex: \_\_\_\_\_

Birth date *[estimate if specific date not known]*: \_\_\_\_\_

2. The full purchase price for Dog is \$\_\_\_\_\_.

3. Buyer has paid Seller *[choose one]*:

single payment of the full purchase price

a down payment of \$\_\_\_\_\_ with the balance of \$\_\_\_\_\_ due  
\_\_\_\_\_ *[date]*, or

other: \_\_\_\_\_ *[explain]*.

4. Seller warrants that:

a. Seller is the legal owner of the Dog.

b. The Dog has had the following vaccinations *[list all the vaccinations the Dog has received, including the date the vaccination was given and the name of the vet who gave it]*: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

c. Dog was *[choose one]*:

bred by the Seller

bought from a breeder \_\_\_\_\_ *[name of breeder]*  
on \_\_\_\_\_ *[date]*.

acquired from a previous private party owner \_\_\_\_\_ *[name]*

d. The Dog has had the following special training: \_\_\_\_\_

\_\_\_\_\_.

e. The Dog  is or  is not purebred.

f. Dog is [check one]:

registered with the American Kennel Club or another entity [provide details as appropriate]

\_\_\_\_\_.

not registered with the American Kennel Club or another entity and is not eligible to be registered, or

not registered with the American Kennel Club or another entity but is eligible to be registered [explain] \_\_\_\_\_.

Seller will provide buyer with the necessary papers to process registration.

5. Seller believes that the Dog is healthy and in good condition, except for the following known problems: \_\_\_\_\_.

6. If a licensed veterinarian certifies, in writing, that the Dog has a serious disease or congenital defect that was present when Buyer took possession of the Dog, Buyer may, within 14 days of taking possession of the Dog [choose one]:

return the Dog to Seller. In this case, Seller will refund the purchase price plus any sales tax and reimburse Buyer for the cost of reasonable veterinary services directly related to the examination that showed the Dog was ill, and emergency treatment to relieve suffering plus any sales tax.

keep the dog. In this case, Seller will reimburse Buyer for the cost of reasonable veterinary services directly related to the examination that showed the Dog was ill, and emergency treatment to relieve suffering, up to the amount of the purchase price plus any sales tax.

7. Dog will be delivered to Buyer in the following manner [choose one]:

Buyer will take immediate possession of Dog.

Buyer assumes responsibility for picking up Dog from \_\_\_\_\_  
\_\_\_\_\_ by \_\_\_\_\_ [date].

In exchange for an additional delivery charge of \$ \_\_\_\_\_, Seller will deliver Dog by \_\_\_\_\_  
\_\_\_\_\_ [date] to the following location: \_\_\_\_\_  
\_\_\_\_\_.

8. Additional terms: \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
Seller 1's signature Date

\_\_\_\_\_  
Seller 2's signature Date

\_\_\_\_\_  
Buyer 1's signature Date

\_\_\_\_\_  
Buyer 2's signature Date

**Certificate of Acknowledgment of Notary Public**

State of \_\_\_\_\_  
County of \_\_\_\_\_ } ss

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_,  
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 the within instrument, and acknowledged to me that he or she executed the same in  
his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

[NOTARY SEAL]

## Personal Property Rental Agreement

Owner's name: \_\_\_\_\_ Telephone \_\_\_\_\_

Address: \_\_\_\_\_

Renter's name: \_\_\_\_\_ Telephone \_\_\_\_\_

Address: \_\_\_\_\_

*If there is more than one owner or renter, the use of the singular incorporates the plural.*

### 1. Property Being Rented, Use

Owner agrees to rent to Renter, and Renter agrees to rent from Owner, the following Property: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Renter will use the property for the following purpose only: \_\_\_\_\_

\_\_\_\_\_.

Owner may cancel this agreement and require that Renter return the property immediately if it is used for any other purpose.

### 2. Duration of Rental Period

This rental will begin at \_\_\_\_\_ o'clock a.m./p.m. on \_\_\_\_\_, \_\_\_\_\_

and will end at \_\_\_\_\_ o'clock a.m./p.m. on \_\_\_\_\_, \_\_\_\_\_.

### 3. Rental Amount

The rental amount will be \$ \_\_\_\_\_ per *[specify hour, day, week, or month]*.

### 4. Payment

Renter has paid \$ \_\_\_\_\_ to Owner to cover the rental period specified in Clause 2.

**Security deposit** *[optional]*. In addition to the rent, Renter has deposited \$ \_\_\_\_\_ with Owner. This deposit will be applied toward any additional rent, late return fees, and any amounts owed for damage to or loss of the Property, which Owner and Renter agree has the current value stated in Clause 8. Owner will return to Renter any unused portion of the deposit within 24 hours of the return of the property. Owner will deposit in the U.S. Mail a refund check made out to Renter at the address shown above.

### 5. Delivery

Renter will pick up the Property from Owner at *[specify address]* \_\_\_\_\_

\_\_\_\_\_.

Owner will deliver the Property to Renter  at no charge  for a fee of \$ \_\_\_\_\_

on \_\_\_\_\_, \_\_\_\_\_ at: \_\_\_\_\_

\_\_\_\_\_ *[specify address]*.

Other delivery arrangements: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**6. Late Return**

If Renter returns the Property to Owner after the time and date when the rental period ends, Renter will pay Owner a rental charge of \$\_\_\_\_\_ per day for each day or partial day beyond the end of the rental period until the Property is returned. Owner may subtract this charge from the security deposit (if any).

**7. Condition of Property**

Renter acknowledges receiving the Property in good condition, except for the following defects or damage: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**8. Damage or Loss**

Renter will return the Property to Owner in good condition except as noted in Clause 7. If the Property is damaged while in Renter’s possession due to Renter’s negligent, reckless, or intentional act, Renter will be responsible for the cost of repair, up to the current value of the Property. If the Property is lost while in Renter’s possession, Renter will pay Owner its current value. Owner and Renter agree that the current value of the Property is *[list value of items individually as well as total]* \$ \_\_\_\_\_

**9. Disputes.** (This clause applies only to disputes regarding damage to the property or failure to return it, but not to disputes regarding personal injuries or damage to other property.)

*[choose one]:*

- Litigation.** If a dispute arises, either Owner or Renter may take the matter to court.
- Mediation and possible litigation.** If a dispute arises, Owner and Renter will try in good faith to settle it through mediation conducted by *[choose one]:*
  - \_\_\_\_\_ *[name of mediator].*
  - a mediator to be mutually selected.

Owner and Renter will share the costs of the mediator equally. If the dispute is not resolved within 30 days after it is referred to the mediator, either Owner or Renter may take the matter to court.

- Mediation and possible arbitration.** If a dispute arises, Owner and Renter will try in good faith to settle it through mediation conducted by *[choose one]:*
  - \_\_\_\_\_ *[name of mediator].*
  - a mediator to be mutually selected.

Owner and Renter will share the costs of the mediator equally. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by *[choose one]:*

- \_\_\_\_\_ *[name of arbitrator].*

an arbitrator to be mutually selected.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter.

Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

\_\_\_\_\_  
Owner's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Renter's signature

\_\_\_\_\_  
Date

# Notice of Termination of Personal Property Rental Agreement

To *[name of person to whom notice is being sent]*:

## 1. Notice of Termination

This is a notice that as of \_\_\_\_\_, \_\_\_\_\_,

I am terminating the following rental agreement:

Name of Owner: \_\_\_\_\_

Name of Renter: \_\_\_\_\_

Property covered by agreement: \_\_\_\_\_

\_\_\_\_\_

Date agreement signed: \_\_\_\_\_, \_\_\_\_\_

## 2. Reason for Termination

The reasons for the termination are as follows *[optional, unless a reason to terminate is required by the rental agreement]*: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 3. Return of Property

*[choose one]*:

I will return the Property to Owner on or before \_\_\_\_\_, \_\_\_\_\_ *[for renters]*.

Please return the Property to Owner on or before \_\_\_\_\_, \_\_\_\_\_ *[for owners]*.

## 4. Return of Security Deposit

Renter has deposited \$ \_\_\_\_\_ with Owner. Owner agrees to inspect the Property for damage and refund Renter any unused portion of the security deposit. Within 24 hours of the return of the Property, Owner will deposit in the U.S. mail a refund check made out to Renter at the following address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

Owner  Renter



# Storage Contract

Property Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Property Custodian: \_\_\_\_\_

Address: \_\_\_\_\_

*If there is more than one owner or custodian, the use of the singular incorporates the plural.*

## 1. Property

Owner desires to store with Custodian, and Custodian agrees to accept and store for Owner, the following Property: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Photographs of  some  all of the items are attached.

## 2. Storage Location

The Property will be stored at the following location: \_\_\_\_\_

\_\_\_\_\_

Custodian agrees that the Property will not be removed from this location without prior written notice to and written consent of Owner.

## 3. Storage Term and Payment

*[choose one]:*

Custodian agrees to store the Property on a \_\_\_\_\_ *[daily, weekly, or monthly]* basis in exchange for payment of \$ \_\_\_\_\_ per \_\_\_\_\_, payable on the first day of each such period.

Custodian agrees to store the Property for payment of \$ \_\_\_\_\_. Payment will be made on or before \_\_\_\_\_, \_\_\_\_\_.

## 4. Beginning and Ending Dates

*[choose one]:*

Storage will begin on \_\_\_\_\_, \_\_\_\_\_, and will continue until Owner claims the Property or Custodian serves Owner with a \_\_\_\_\_ day written notice terminating this storage agreement.

Storage will begin on \_\_\_\_\_, \_\_\_\_\_, and will continue until \_\_\_\_\_, \_\_\_\_\_, or until Owner claims the Property, whichever occurs first.

Pictures of  some  all of the items are not attached.

## 5. Use of Property

Custodian will not use the Property, or permit it to be used by anyone else, without Owner's prior written consent. Notwithstanding Clause 10, Custodian is liable for any damage to the Property during use without Owner's prior written consent.

## 6. Reclaiming Property

Owner may reclaim the Property at any time, but not later than the date specified in Clause 4, or the date specified in the Custodian's notice of termination under that clause. Custodian will make the Property available to Owner, but may first require Owner to pay Custodian any unpaid charges allowed by Clauses 3 and 7.

Custodian may refuse delivery if Custodian has received any notice of attachment, levy, or similar notice and has given notice to Owner under Clause 12, or is instructed to withhold delivery by a court or law enforcement officer.

## 7. Failure to Reclaim Property

If Owner fails to reclaim the Property on or before the last day of storage indicated in the Custodian's notice of termination or in Clause 4, Custodian shall [choose one]:

- continue to store the Property at the rate of \$ \_\_\_\_\_ per \_\_\_\_\_ until Owner reclaims the Property. Custodian may require owner to pay accrued storage fees before turning over the Property.
- send to Owner's last known address by first-class mail a notice to reclaim the Property, and wait 30 days; if Owner does not make arrangements to reclaim the Property during the 30 days, Custodian may deem the Property abandoned, sell it to pay for outstanding storage fees, and hold the balance (minus reasonable costs of sale) for Owner.

## 8. Early Reclaiming

If Owner reclaims the Property during a period for which payment has been made, no pro rata refund will be made.

## 9. Delivery to Someone Other Than Owner

Custodian will not deliver the Property to any person other than Owner without prior written permission from Owner. If Owner dies while this agreement is in effect, Owner instructs Custodian to deliver the Property to \_\_\_\_\_ upon proper proof of that person's identity and documentation of Owner's death, unless Custodian is instructed otherwise by a court or law enforcement official.

## 10. More Than One Owner

If more than one Owner is listed at the beginning of this form [choose one]:

- Custodian may deliver the Property only to all of the Owners.
- Custodian may deliver the Property to \_\_\_\_\_ (state Owner's name) rather than all of the Owners.

## 11. Value of the Property

Owner and Custodian agree that the approximate  replacement value  fair market value of each item of Property on the date this agreement is signed is:

Item	Value
_____	_____
_____	_____
_____	_____

**12. Condition of the Property**

Property being stored appears to be in good condition except for the following defects or damage

*[provide details on each item of property being stored]:* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**13. Care During Storage Period**

*[choose one]:*

- Custodian agrees to exercise reasonable care to protect the Property from loss, theft, or damage. Custodian agrees to be liable for loss, theft, or damage to the Property caused by Custodian’s negligent, reckless, or intentional act. Owner agrees to be liable for damage to the Property or the storage location caused by inherent or defective condition of the Property.
- In exchange for the compensation paid by Owner, Custodian agrees to (a) be fully responsible for returning the Property to Owner in the same condition as it was when the storage commenced; and (b) obtain insurance to protect the Property against all commonly insurable losses, except \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**14. Title to the Property**

The title to the Property will remain at all times in Owner.

15. Custodian agrees to notify Owner promptly in writing if Custodian receives any notice of attachment, levy, or similar notice.

**16. Disputes**

*[choose one]:*

- Litigation.** If a dispute arises, either Owner or Custodian may take the matter to court.
- Mediation and possible litigation.** If a dispute arises, Owner and Custodian will try in good faith to settle it through mediation conducted by *[choose one]:*
  - \_\_\_\_\_ *[name of mediator].*
  - a mediator to be mutually selected.

Owner and Custodian will share the costs of the mediator equally. If the dispute is not resolved within 30 days after it is referred to the mediator, either Owner or Custodian may take the matter to court.

**Mediation and possible arbitration.** If a dispute arises, Owner and Custodian will try in good faith to settle it through mediation conducted by *[choose one]*:

\_\_\_\_\_ *[name of mediator]*.

a mediator to be mutually selected.

Owner and Custodian will share the costs of the mediator equally. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by *[choose one]*:

\_\_\_\_\_ *[name of arbitrator]*.

an arbitrator to be mutually selected.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

**17. Modification of This Agreement**

All agreements between the parties related to storage of the Property are incorporated in this contract. Any modification to this contract must be in writing signed by Owner and Custodian.

**18. Additional Terms**

Additional terms for the storage of the Property are as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Owner's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Custodian's signature

\_\_\_\_\_  
Date

# Home Maintenance Agreement

Homeowner's name: \_\_\_\_\_

Address: \_\_\_\_\_

Home phone: \_\_\_\_\_ work: \_\_\_\_\_ cell: \_\_\_\_\_

Contractor's name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Phone number: \_\_\_\_\_

Business phone: \_\_\_\_\_ cell: \_\_\_\_\_

Homeowner desires to contract with Contractor to perform certain work on property located at:

\_\_\_\_\_

## 1. Work to Be Done

The work to be performed under this agreement consists of the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 2. Payment

In exchange for the work specified in Clause 1, Homeowner agrees to pay Contractor as follows

*[choose one and check appropriate boxes]:*

- \$ \_\_\_\_\_, payable upon completion of the specified work by  cash  check.
- \$ \_\_\_\_\_, payable one half at the beginning of the specified work and one half at the completion of the specified work by  cash  check.
- \$ \_\_\_\_\_ per hour for each hour of work performed, up to a maximum of \$ \_\_\_\_\_, payable at the following times and in the following manner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

## 3. Time

The work specified in this contract shall *[check the boxes and provide dates]:*

- begin on \_\_\_\_\_, \_\_\_\_\_.
- be completed on \_\_\_\_\_, \_\_\_\_\_.

**4. Additional Terms**

Homeowner and Contractor additionally agree that: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All agreements between Homeowner and Contractor related to the specified work are incorporated in this contract. Any modification to the contract must be in writing.

\_\_\_\_\_  
Homeowner's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's signature

\_\_\_\_\_  
Date

# Home Repairs Agreement

Homeowner's name: \_\_\_\_\_

Address: \_\_\_\_\_

Home phone: \_\_\_\_\_ work: \_\_\_\_\_ cell: \_\_\_\_\_

Contractor's name: \_\_\_\_\_

Address: \_\_\_\_\_

Business phone: \_\_\_\_\_ cell: \_\_\_\_\_

Homeowner desires to contract with Contractor to perform certain work on property located at:

\_\_\_\_\_

## 1. Work to Be Done

The work to be performed under this agreement consists of the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 2. Payment

In exchange for the work specified in Clause 1, Homeowner agrees to pay Contractor as follows

*[choose one and check appropriate boxes]:*

\$ \_\_\_\_\_, payable upon completion of the specified work by  cash  check.

\$ \_\_\_\_\_, payable by  cash  check as follows:

\_\_\_\_\_ % payable when the following occurs: \_\_\_\_\_

\_\_\_\_\_ % payable when the following occurs: \_\_\_\_\_

\_\_\_\_\_ % payable when the following occurs: \_\_\_\_\_

\$ \_\_\_\_\_ per hour for each hour of work performed, up to a maximum of \$ \_\_\_\_\_,  
payable at the following times and in the following manner: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## 3. Time

The work specified in Clause 1 will *[check the boxes and provide dates]:*

begin on \_\_\_\_\_, \_\_\_\_\_.

be completed on \_\_\_\_\_, \_\_\_\_\_.

Time is of the essence.

**4. Licensing and Registration Requirements**

Contractor will comply with all state and local licensing and registration requirements for type of activity involved in the specified work *[check one box and provide description]*:

- Contractor's state license or registration is for the following type of work and carries the following number: \_\_\_\_\_
- Contractor's local license or registration is for the following type of work and carries the following number: \_\_\_\_\_
- Contractor is not required to have a license or registration for the specified work, for the following reasons: \_\_\_\_\_

**5. Permits and Approvals**

*[check all appropriate boxes]:*

- Contractor  Homeowner will be responsible for determining which permits are necessary and for obtaining those permits.
- Contractor  Homeowner will pay for all state and local permits necessary for performing the specified work.
- Contractor  Homeowner will be responsible for obtaining approval from the local homeowner's association, if required.

**6. Injury to Contractor**

Contractor will carry his or her own insurance. If Contractor is injured in the course of performing the specified work, Homeowner will be exempt from liability for those injuries to the fullest extent allowed by law.

**7. Additional Terms**

Homeowner and Contractor additionally agree that: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

All agreements between Homeowner and Contractor related to the specified work are incorporated in this contract. Any modification to the contract must be in writing.

Homeowner's signature	Date
Contractor's signature	Date



### Contractor Mid-Job Worksheet

Date	Issue/Question	Response	Additional cost?	Resolved?	Initials



## Monthly Income

Source of Income	Amount of each payment	Time period covered by each payment	Monthly income
<b>A. Wages or Salary</b>			
Job 1: _____	Gross pay, including overtime: \$ _____	_____	
	<i>Subtract:</i>		
	Federal taxes _____		
	State taxes _____		
	Social Security (FICA) _____		
	Medicare _____		
	Union dues _____		
	Insurance payments _____		
	Child support withholding _____		
	Other deductions _____		
	(specify): _____		
	<b>Subtotal Job 1</b>	\$ _____	\$ _____
Job 2: _____	Gross pay, including overtime: \$ _____	_____	
	<i>Subtract:</i>		
	Federal taxes _____	_____	\$ _____
	State taxes _____	_____	\$ _____
	Social Security (FICA) _____	_____	\$ _____
	Medicare _____		
	Union dues _____	_____	\$ _____
	Insurance payments _____	_____	\$ _____
	Child support withholding _____	_____	\$ _____
	Other deductions _____	_____	\$ _____
	(specify): _____	_____	\$ _____
	<b>Subtotal Job 2</b>	\$ _____	\$ _____
Job 3: _____	Gross pay, including overtime: \$ _____	_____	
	<i>Subtract:</i>		
	Federal taxes _____	_____	\$ _____
	State taxes _____	_____	\$ _____
	Social Security (FICA) _____	_____	\$ _____
	Medicare _____		
	Union dues _____	_____	\$ _____
	Insurance payments _____	_____	\$ _____
	Child support withholding _____	_____	\$ _____

Other deductions	_____	_____	\$ _____
(specify): _____	_____	_____	\$ _____
<b>Subtotal Job 3</b>	<b>\$ _____</b>	_____	<b>\$ _____</b>
<b>Total Wages or Salary</b>			<b>\$ _____</b>

**B. Self-Employment Income**

Job 1: _____	Gross pay, including overtime:	\$ _____	_____	
	<i>Subtract:</i>			
	Federal taxes	_____		
	State taxes	_____		
	Social Security (FICA)	_____		
	Medicare	_____		
	Union dues	_____		
	Insurance payments	_____		
	Child support withholding	_____		
	Other deductions	_____		
	(specify): _____	_____		
	<b>Subtotal Job 1</b>	<b>\$ _____</b>	_____	<b>\$ _____</b>

Job 2: _____	Gross pay, including overtime:	\$ _____	_____	
	<i>Subtract:</i>			
	Federal taxes	_____		
	State taxes	_____		
	Social Security (FICA)	_____		
	Medicare	_____		
	Union dues	_____		
	Insurance payments	_____		
	Child support withholding	_____		
	Other deductions	_____		
	(specify): _____	_____		
	<b>Subtotal Job 2</b>	<b>\$ _____</b>	_____	<b>\$ _____</b>

<b>Total Self-Employment Income</b>			<b>\$ _____</b>
-------------------------------------	--	--	-----------------

**C. Investment Income**

Dividends	\$ _____	_____	\$ _____
Interest	\$ _____	_____	\$ _____
Leases	\$ _____	_____	\$ _____
Licenses	\$ _____	_____	\$ _____
Rent	\$ _____	_____	\$ _____
Royalties	\$ _____	_____	\$ _____
Other (specify): _____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
<b>Total Investment Income</b>			<b>\$ _____</b>

**D. Other Income**

Bonuses	\$ _____	_____	\$ _____
Note or trust income	\$ _____	_____	\$ _____
Alimony or child support	\$ _____	_____	\$ _____
Pension/retirement income	\$ _____	_____	\$ _____
Social Security	\$ _____	_____	\$ _____
Other public assistance	\$ _____	_____	\$ _____
Other (specify): _____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
<b>Total Other Income</b>			<b>\$ _____</b>
<b>Grand Total Monthly Income</b>			<b>\$ _____</b>

# Monthly Budget

	Proj.	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
<b>Home</b>													
rent/mortgage													
property taxes													
renter's ins.													
homeowner's ins.													
homeowner's association dues													
telephone													
gas & electric													
water & sewer													
cable TV													
Internet access													
garbage													
household supplies													
housewares													
furniture & appliances													
cleaning													
yard or pool care													
maintenance & repairs													
<b>Credit and Loans</b>													
credit card payments													
personal loan payments													
other loan payments													
<b>Food</b>													
groceries													
breakfast out													
lunch out													
dinner out													
coffee/tea													
snacks													
<b>Wearing Apparel</b>													
clothing & accessories													
laundry, dry cleaning & mending													
<b>Self Care</b>													
toiletries & cosmetics													
haircuts													
massage													
health club membership													
donations													
<b>Health Care</b>													
insurance													
medications													
vitamins													
doctors													
dentist													
eyecare													
therapy													

	Proj.	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
<b>Transportation</b>													
car payment													
insurance													
road service club													
registration													
gasoline													
maintenance & repairs													
car wash													
parking & tolls													
public transit & cabs													
parking tickets													
<b>Entertainment</b>													
music													
movies & video rentals													
concerts, theater & ballet													
museums													
sporting events													
hobbies & lessons													
club dues or membership													
film development													
books, magazines & newspapers													
software													
<b>Dependent Care</b>													
child care													
clothing													
allowance													
school expenses													
toys													
entertainment													
<b>Pet Care</b>													
grooming													
vet													
food													
toys & supplies													
<b>Education</b>													
tuition or loan payments													
books & supplies													
<b>Travel</b>													
<b>Gifts &amp; Cards</b>													
holidays													
birthdays & anniversaries													
weddings & showers													
<b>Personal Business</b>													
supplies													
photocopying													
postage													
bank & credit card fees													
lawyer													
accountant													

Proj. Jan. Feb. Mar. April May June July Aug. Sept. Oct. Nov. Dec.

taxes	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
savings	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
<b>Savings and Investments</b>												
deposit to savings	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
deposit to retirement account	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
deposit to annuity	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
purchase of stock	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
purchase of mutual funds	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
other	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
<b>Total Expenses</b>	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
<b>Total Income</b>	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
<b>Difference</b>	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____



## Statement of Assets and Liabilities

(as of \_\_\_\_\_)

Assets	Date of Purchase	Account Number (if relevant)	Current Market Value (\$)
<b>Cash and Cash Equivalents</b>			
Cash	_____	_____	_____
Checking accounts	_____	_____	_____
Savings accounts	_____	_____	_____
Money market accounts	_____	_____	_____
Other	_____	_____	_____
<b>Subtotal</b>			_____
<b>Real Estate</b>			
House/condo/coop	_____	_____	_____
Vacation home	_____	_____	_____
Income properties	_____	_____	_____
Unimproved lot	_____	_____	_____
Other lot	_____	_____	_____
<b>Subtotal</b>			_____
<b>Personal Property</b>			
Motor vehicles	_____	_____	_____
Furniture	_____	_____	_____
Home furnishings	_____	_____	_____
Electronic equipment	_____	_____	_____
Computer system	_____	_____	_____
Jewelry	_____	_____	_____
Clothing	_____	_____	_____
Collections (coin, stamp)	_____	_____	_____
Animals	_____	_____	_____
Other	_____	_____	_____
<b>Subtotal</b>			_____
<b>Investments</b>			
Life ins. (term cash value)	_____	_____	_____
Life ins. (whole policies)	_____	_____	_____
Stocks	_____	_____	_____
Bonds	_____	_____	_____
Mutual funds	_____	_____	_____
Annuities	_____	_____	_____
IRAs	_____	_____	_____
Keoghs	_____	_____	_____
401k Plans	_____	_____	_____
Other retirement plans	_____	_____	_____
Partnerships	_____	_____	_____
Accounts receivable	_____	_____	_____
Other	_____	_____	_____
<b>Subtotal</b>			_____

Liabilities	Date Incurred	Account Number	Total Balance Due (\$)
<b>Secured</b>			
Mortgage	_____	_____	_____
Mortgage	_____	_____	_____
Deeds of trust	_____	_____	_____
Home equity loans	_____	_____	_____
Liens	_____	_____	_____
Motor vehicle loans	_____	_____	_____
Bank loans	_____	_____	_____
Personal loans	_____	_____	_____
Other	_____	_____	_____
<b>Subtotal</b>			_____
<b>Unsecured</b>			
Student loans	_____	_____	_____
Bank loans	_____	_____	_____
Personal loans	_____	_____	_____
Credit card balances	_____	_____	_____
Judgments	_____	_____	_____
Taxes	_____	_____	_____
Support arrears	_____	_____	_____
Other	_____	_____	_____
<b>Subtotal</b>			_____

### Net Worth Summary

<b>Total Assets</b>	
Cash Subtotal	\$ _____
Real Estate Subtotal	_____
Personal Property Subtotal	_____
Investments Subtotal	_____
<b>Total Assets</b>	\$ _____
<b>Total Liabilities</b>	
Secured Subtotal	_____
Unsecured Subtotal	_____
<b>Total Liabilities</b>	\$ _____
<b>Net Worth</b>	
(Assets minus liabilities)	\$ _____

## Assignment of Rights

Assignor 1's name: \_\_\_\_\_

Address: \_\_\_\_\_

Assignor 2's name: \_\_\_\_\_

Address: \_\_\_\_\_

Assignee 1's name: \_\_\_\_\_

Address: \_\_\_\_\_

Assignee 2's name: \_\_\_\_\_

Address: \_\_\_\_\_

*If there is more than one assignor or assignee, the use of the singular incorporates the plural.*

1. Assignor transfers to Assignee all of the following rights of Assignor *[describe the rights you are assigning]*:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Evidence of Assignor's rights can be found in the following document *[describe the document, such as a promissory note, providing details of document name, parties, and date]*:

\_\_\_\_\_  
\_\_\_\_\_

Evidence of Assignor's right  is  is not attached to this Assignment of Rights form.

3. This assignment takes effect on: \_\_\_\_\_ .

4. This assignment lasts until: \_\_\_\_\_ *[specify date or event that ends assignment]*.

\_\_\_\_\_  
Assignor 1's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Location *[city or county where signed]*

\_\_\_\_\_  
Address

\_\_\_\_\_  
Assignor 2's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Location *[city or county where signed]*

\_\_\_\_\_  
Address

\_\_\_\_\_  
Assignee 1's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Location *[city or county where signed]*

\_\_\_\_\_  
Address

\_\_\_\_\_  
Assignee 2's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Location *[city or county where signed]*

\_\_\_\_\_  
Address

## Notice to Terminate Joint Account

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*[name and address of creditor]*

Names on account: \_\_\_\_\_

Account number: \_\_\_\_\_

To Whom It May Concern:

With this letter, I am requesting that you close the account referenced above, effective immediately.

I am requesting a "hard close" of the account so that neither party to the account may incur new charges. If you do not hard close the account, please be informed that as of the date of this letter, I will not be responsible for any new charges made to this account.

If my account has an outstanding balance, you may keep the account open for billing purposes only. Nevertheless, I request that you keep the account inactive so that neither party to the account can incur new charges.

Please acknowledge receipt of this notice by signing the duplicate of this letter and returning it to me in the enclosed stamped, self-addressed envelope

Thank you for your assistance with this matter.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or typed name

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Home phone

\_\_\_\_\_  
Work phone

-----  
Receipt acknowledged by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or typed name

\_\_\_\_\_  
Title

Outstanding balance: \_\_\_\_\_ As of: \_\_\_\_\_

# Notice to Stop Payment of Check

Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[name and address of financial institution]*

Re: Stop payment of check

To Whom It May Concern:

This letter is to confirm my telephone request of \_\_\_\_\_ *[date]* that you stop payment on the following check:

Name(s) on account: \_\_\_\_\_

Account number: \_\_\_\_\_ Check number: \_\_\_\_\_

Payable to: \_\_\_\_\_

Date written: \_\_\_\_\_ Amount of check: \_\_\_\_\_

Please acknowledge receipt of this notice by signing the duplicate of this letter and returning it to me in the enclosed stamped, self-addressed envelope.

Thank you for your assistance.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or typed name

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Home phone

\_\_\_\_\_  
Work phone

.....  
Receipt acknowledged by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or typed name

\_\_\_\_\_  
Title

## Request for Credit Report

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*[name and address of credit bureau]*

To Whom It May Concern:

Please send me a copy of my credit report.

Full name: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Social Security number: \_\_\_\_\_

Spouse's name: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Current address: \_\_\_\_\_

\_\_\_\_\_

Previous address: \_\_\_\_\_

\_\_\_\_\_

*[check one]:*

I was denied credit on \_\_\_\_\_ by \_\_\_\_\_  
\_\_\_\_\_. Enclosed is a copy of the denial letter.

I hereby swear that I am unemployed and intend to apply for a job within the next 60 days. Enclosed is a copy of a document verifying my unemployment.

I hereby swear that I receive public assistance/welfare. Enclosed is a copy of my most recent public assistance check as verification.

I hereby swear that I believe there is erroneous information in my file due to fraud.

I live in \_\_\_\_\_.  
I am requesting my annual free credit report. Enclosed is a copy of a document identifying me by my name and address.

I am not entitled to a free copy of my report. Enclosed is a copy of a document identifying me by my name and address and a check for \$ \_\_\_\_\_ .

Thank you for your attention to this matter.

Sincerely,

\_\_\_\_\_

Signature

## Dispute Incorrect Credit Report Entry

Date: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*[name and address of credit bureau]*

This is a request for you to reinvestigate the following items which appear on my credit report:

- The following personal information about me is incorrect:

Erroneous Information	Correct Information
_____	_____
_____	_____
_____	_____

- The following accounts are not mine:

Creditor's Name	Account Number	Explanation
_____	_____	_____
_____	_____	_____
_____	_____	_____

- The account status is incorrect for the following accounts:

Creditor's Name	Account Number	Correct Status
_____	_____	_____
_____	_____	_____
_____	_____	_____

- The following information is too old to be included in my report:

Creditor's Name	Account Number	Date of Last Activity
_____	_____	_____
_____	_____	_____
_____	_____	_____

- The following inquiries are older than two years:

Creditor's Name	Date of Inquiry
_____	_____
_____	_____
_____	_____



The following accounts were closed at my request and should say so:

Creditor's Name

Account number

_____	_____
_____	_____
_____	_____

Other errors:

Explanation

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I understand that you will conduct a reasonable investigation, free of charge, to determine whether the disputed information is incomplete or inaccurate, and record the correct status of the information, or delete it from my file, within 30 days after you receive this notice of dispute. I understand that you must consider all relevant information that I submit in a timely manner. I further understand that you must notify me of the results of the investigation promptly upon completion, including a copy of my revised consumer report. (15 USC § 1681i.)

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Home phone

\_\_\_\_\_  
Social Security number

## Dispute Credit Card Charge

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[name and address of the company or financial institution that issued credit card]*

Re: Account number: \_\_\_\_\_

To Whom It May Concern:

I am writing to dispute the following charge that appears on my billing statement dated \_\_\_\_\_.

Merchant's name: \_\_\_\_\_

Amount in dispute: \_\_\_\_\_ . I am withholding payment of this amount.

I am disputing this amount for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As required by law, I have tried in good faith to resolve this dispute with the merchant.

*[For purchases made with a credit card, such as Visa or MasterCard, not issued by the seller]:*

This purchase was for more than \$50 and was made in the state in which I live or within 100 miles of my home.

Please remove the charge for this item, and all associated late and interest charges from my account.

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Home phone

## Demand Collection Agency Cease Contact

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*[name and address of collection agency, including name of individual collector, if known]*

Name(s) on account: \_\_\_\_\_

Account number: \_\_\_\_\_

Creditor: \_\_\_\_\_

To \_\_\_\_\_:

Since \_\_\_\_\_ *[date]*, I have received several phone calls and letters from you concerning my account with the above-named creditor.

Under 15 U.S.C. § 1692c, this is my formal notice to you to cease all further communications with me except for the reasons specifically set forth in the federal law.

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Home phone

## Notice to Remove Name From List

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*[name and address of list maintainer]*

To Whom It May Concern:

Please permanently remove all members of this household from all lists you maintain, sell, trade, share, or use in any other capacity for direct marketing, telemarketing, credit card pre-screening, or any other promotional purpose.

\_\_\_\_\_  
Name 1

\_\_\_\_\_  
Address

\_\_\_\_\_  
Home phone (with area code)

\_\_\_\_\_  
Date of Birth          Social Security No. (provide only when contacting a credit bureau)

\_\_\_\_\_  
Name 2

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date of Birth          Social Security No.

\_\_\_\_\_  
Name 3

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date of Birth          Social Security No.

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

## Notice to Add or Retain Name but Not Sell or Trade It

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*[name and address of list maintainer]*

To Whom It May Concern:

Please  add  retain my name on your mailing list. ***Please do not sell, trade, or share my name or address with any other company or business.***

I will accept telemarketing phone calls from your company.

I do not wish to receive telemarketing phone calls from your company. Put me on your "do not call" list.

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_



## Notice to Put Name on Company's "Do Not Call" List

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*[name and address of company on whose behalf call was made]*

To Whom It May Concern:

This letter is a follow up to the telemarketing phone call I received from \_\_\_\_\_  
*[name of person who placed the call to you]* on behalf of your company on \_\_\_\_\_ *[date]*.

As I stated at that time, I do not wish to receive telemarketing phone calls. Please immediately put me on your "do not call" list.

Signature

\_\_\_\_\_

Print name

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

## Demand for Damages for Excessive Calls

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*[name and address of company on whose behalf the calls were made]*

To Whom It May Concern:

Since \_\_\_\_\_ [date], I have received multiple phone calls from telemarketers calling on behalf of your company. I am giving your company the opportunity to settle my claim against you before I sue you in small claims court.

On or about \_\_\_\_\_ [date], I received a telephone call at my home from a telemarketer by the name of \_\_\_\_\_, who stated that  he  she was calling on behalf of your company. I told this person that I was not interested in your company's product, and asked that my name be placed on the "do not call" list for calls made on behalf of your company. I was assured that this would be done.

On or about \_\_\_\_\_ [date], I received a second telephone call at my home from a telemarketer by the name of \_\_\_\_\_, who stated that  he  she was calling on behalf of your company. I told this person that I was not interested in your company's product, and asked that my name be placed on a "do not call" list for calls made on behalf of your company. Again, I was assured that this would be done.

*[Repeat the above paragraph as needed, changing the word "second" to "third," "fourth," etc.]*

Section 64.1200(d)(3) of Title 47 of the Code of Federal Regulations states, in pertinent part:

If a person or entity making a call for telemarketing purposes (or on whose behalf such a call is made) receives a request from a residential telephone subscriber not to receive calls from that person or entity, the person or entity must record the request and place the subscriber's name, if provided, and telephone number on the do-not-call list at the time the request is made. Persons or entities making calls for telemarketing purposes (or on whose behalf such calls are made) must honor a residential subscriber's do-not-call request within a reasonable time from the date such request is made... **If such requests are recorded or maintained by a party other than the person or entity on whose behalf the telemarketing call is made, the person or entity on whose behalf the telemarketing call is made will be liable for any failures to honor the do-not-call request...** [47 CFR § 64.1200(d)(3) as amended 10-1-04.]

A violation of this regulation is actionable under 47 U.S.C. § 227(c)(5). That section provides that:



A person who has received more than one telephone call within any 12-month period by or on behalf of the same entity in violation of the regulations prescribed under this subsection may ... bring in an appropriate court of that state—

- (A) an action based on a violation of the regulations prescribed under this subsection to enjoin such violation,
- (B) an action to recover for actual monetary loss from such a violation, or to receive up to \$500 in damages for each such violation, whichever is greater, or
- (C) both such actions.

In addition, treble damages may be awarded for knowing and willful violations.

Your company clearly violated the law on \_\_\_\_\_ separate occasions. I am entitled to \$500 for each violation, for a total of \$ \_\_\_\_\_.

*[Optional]* Your company also violated state law. I am entitled to damages and/or civil penalties for those violations as well.

I am willing to forego my right to seek an injunction and treble damages against your company if you send me a cashier's check for the amount stated above within the next 30 days. If I do not hear from you within that time, I will seek all appropriate remedies in a court of law.

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Home phone

# Child Care Agreement

## 1. Parent or Legal Guardian

Parent(s)' name(s): \_\_\_\_\_

Address(es): \_\_\_\_\_

\_\_\_\_\_

Home phone number(s): \_\_\_\_\_

Work phone number(s): \_\_\_\_\_

Other contact number(s) (cell phone, pager, email): \_\_\_\_\_

\_\_\_\_\_

## 2. Child Care Provider

Child Care Provider's name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Home phone number: \_\_\_\_\_

Other contact number(s) (cell phone, pager, email): \_\_\_\_\_

\_\_\_\_\_

## 3. Children

Parent(s) desire(s) to contract with Child Care Provider to provide child care for: \_\_\_\_\_

\_\_\_\_\_ *[names and birthdates of the children]*.

## 4. Location and Schedule of Care

Care will be provided at: \_\_\_\_\_

\_\_\_\_\_ *[your address or other location where care is to be given]*.

Days and hours of child care will be as follows: \_\_\_\_\_

\_\_\_\_\_ .

## 5. Beginning Date

Employment will begin on \_\_\_\_\_ *[date]*.

## 6. Training or Probation Period

There will be a training/probation period during the first \_\_\_\_\_ *[length of training period]* of employment.

## 7. Responsibilities

The care to be provided under this agreement consists of the following responsibilities *[describe and provide details]*: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ .

**8. Wage or Salary**

Child Care Provider will be paid as follows:

- \$ \_\_\_\_\_ per hour
- \$ \_\_\_\_\_ per month
- other: \_\_\_\_\_

**9. Payment Schedule**

Child Care Provider will be paid on the following intervals and dates:

- once a week on every \_\_\_\_\_
- twice a month on \_\_\_\_\_
- once a month on \_\_\_\_\_
- other: \_\_\_\_\_

**10. Benefits**

Parent(s) will provide Child Care Provider with the following benefits: *[describe and provide details]:*

---

---

---

---

**11. Termination Policy**

Either Parent(s) or Child Care Provider may terminate this agreement at any time, for any reason, without notice.

**12. Additional Provisions**

Parent(s) and Child Care Provider agree to the following additional terms: \_\_\_\_\_

---

---

**13. Modifications in Writing**

To be binding, any modifications to this contract must be in writing and signed by both parties to the agreement.

**Signatures**

\_\_\_\_\_  
Parent(s)' Signature(s):

\_\_\_\_\_  
Date

\_\_\_\_\_  
Child Care Provider's Signature

\_\_\_\_\_  
Date

# Child Care Instructions

## 1. Home and Family Information

Parent(s)' name(s) *[list any parents who live at this address; other parents may be listed under Emergency Contacts]*: \_\_\_\_\_

Names of Children: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Home phone number: \_\_\_\_\_

Other contact numbers at home (cell phone, pager, email): \_\_\_\_\_

\_\_\_\_\_

## 2. Parent(s)' Work Information

*[list name and address of employer, work phone number, and regular work hours for each parent]*

\_\_\_\_\_

\_\_\_\_\_

## 3. Temporary Contact Information

*[specify the address and phone number where you can be reached at a temporary location, such as a restaurant, movie, or friend's house, plus the times you will be at each location]*

\_\_\_\_\_

\_\_\_\_\_

## 4. Child's Personal and Care Information

*[provide the following information for each child]*

Name of child: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Allergies and other medical conditions: \_\_\_\_\_

Medications: \_\_\_\_\_

Meals, naps, and bedtime schedule: \_\_\_\_\_

Other comments: \_\_\_\_\_

\_\_\_\_\_

## 5. Child's Health care Providers

*[list names, addresses, and phone numbers]*

Doctor: \_\_\_\_\_

Dentist: \_\_\_\_\_

Other medical providers: \_\_\_\_\_

## 6. Emergency Contacts

*[list names, addresses, and phone numbers of people who babysitter can contact if they can't reach you in case of emergency; specify their relationship to your family, such as children's aunt or neighbor]*

\_\_\_\_\_

**IN CASE OF EMERGENCY, CALL 911.**

**7. Other Important Information** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Elder Care Agreement

## 1. Employer

Employer(s)' name(s): \_\_\_\_\_

Address(es): \_\_\_\_\_

\_\_\_\_\_

Home phone number(s): \_\_\_\_\_

Work phone number(s): \_\_\_\_\_

Other contact number(s) (cell phone, pager, email): \_\_\_\_\_

\_\_\_\_\_

## 2. Elder Care Provider

Elder Care Provider's name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Home phone number: \_\_\_\_\_

Other contact number(s) (cell phone, pager, email): \_\_\_\_\_

\_\_\_\_\_

## 3. Older Adult(s) to Be Cared For

Employer(s) desire(s) to contract with Elder Care Provider to provide elder care for: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ *[names and birthdates of person(s) in need of elder care].*

## 4. Location and Schedule of Care

Care will be provided at: \_\_\_\_\_

\_\_\_\_\_ *[your address or other location where care is to be given].*

Days and hours of elder care will be as follows: \_\_\_\_\_

\_\_\_\_\_

## 5. Beginning Date

Employment will begin on \_\_\_\_\_ *[date].*

## 6. Training or Probation Period

There will be a training/probation period during the first \_\_\_\_\_

*[length of training period]* of employment.

## 7. Responsibilities

The care to be provided under this agreement consists of the following responsibilities *[describe and provide details]*: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**8. Wage or Salary**

Elder Care Provider will be paid as follows:

- \$ \_\_\_\_\_ per hour
- \$ \_\_\_\_\_ per month
- other: \_\_\_\_\_

**9. Payment Schedule**

Elder Care Provider will be paid on the following intervals and dates:

- once a week on every \_\_\_\_\_
- twice a month on \_\_\_\_\_
- once a month on \_\_\_\_\_
- other: \_\_\_\_\_

**10. Benefits**

Employer(s) will provide Elder Care Provider with the following benefits: *[describe and provide details]:*

---



---



---

**11. Termination Policy**

Either Employer(s) or Elder Care Provider may terminate this agreement at any time, for any reason, without notice.

**12. Additional Provisions**

Employer(s) and Elder Care Provider agree to the following additional terms: \_\_\_\_\_

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**13. Modifications in Writing**

To be binding, any modifications to this contract must be in writing and signed by both parties to the agreement.

**Signatures**

Employer(s)' Signature(s):	Date
----------------------------	------

Elder Care Provider's Signature	Date
---------------------------------	------

# Housekeeping Services Agreement

## 1. Employer

Employer(s)' name(s): \_\_\_\_\_

Address(es): \_\_\_\_\_  
\_\_\_\_\_

Home phone number(s): \_\_\_\_\_

Work phone number(s): \_\_\_\_\_

Other contact number(s) (cell phone, pager, email): \_\_\_\_\_  
\_\_\_\_\_

## 2. Housekeeper

Housekeeper's name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Home phone number: \_\_\_\_\_

Other contact number(s) (cell phone, pager, email): \_\_\_\_\_  
\_\_\_\_\_

## 3. Location and Schedule of Work

Employer desires to contract with Housekeeper to work at: \_\_\_\_\_

\_\_\_\_\_ *[your address]*.

Days and hours of cleaning will be as follows: \_\_\_\_\_  
\_\_\_\_\_

## 4. Beginning Date

Employment will begin on \_\_\_\_\_ *[date]*.

## 5. Housecleaning Responsibilities

The responsibilities to be provided under this agreement consist of cleaning the following rooms and areas

*[describe and provide details]:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 6. Other Responsibilities

Housekeeper also agrees to do the following types of work *[describe and provide details regarding*

*cooking, laundry, and other noncleaning responsibilities]:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**7. Wage or Salary**

Housekeeper will be paid as follows:

- \$ \_\_\_\_\_ per hour
- \$ \_\_\_\_\_ per month
- other: \_\_\_\_\_

**8. Payment Schedule**

Housekeeper will be paid on the following intervals and dates:

- once a week on every \_\_\_\_\_
- twice a month on \_\_\_\_\_
- once a month on \_\_\_\_\_
- other: \_\_\_\_\_

**9. Benefits**

Employer(s) will provide Housekeeper with the following benefits: *[describe and provide details]* \_\_\_\_\_

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**10. Termination Policy**

Either Employer(s) or Housekeeper may terminate this agreement at any time, for any reason, without notice.

**11. Additional Provisions**

Employer(s) and Housekeeper agree to the following additional terms: \_\_\_\_\_

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**12. Modifications in Writing**

To be binding, any modifications to this contract must be in writing and signed by both parties to the agreement.

**Signatures**

Employer(s)' signature(s):	Date
----------------------------	------

Housekeeper's signature	Date
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## Agreement to Keep Property Separate

Partner 1's name: \_\_\_\_\_

Partner 2's name: \_\_\_\_\_

We agree as follows:

1. This contract sets forth our rights and obligations toward each other. We intend to abide by them in a spirit of cooperation and good faith.
2. All property owned by either of us as of the date of this agreement will remain the separate property of its owner and cannot be transferred to the other person unless this is done in writing. We have each attached a list of our major items of separate property to this contract.
3. The income each of us earns—as well as any items or investments either of us purchases with our income—belongs absolutely to the person who earns the money unless there is a written joint ownership agreement as provided in Clause 6.
4. We shall each maintain our own separate bank, credit card, investment, and retirement accounts, and neither of us shall in any way be responsible for the debts of the other (if we register as domestic partners in a community that makes this option available and, by so doing, the law requires us to be responsible for each other's basic living expenses, we agree to assume the minimum level of reciprocal responsibility required by the law).
5. Expenses for routine household items and services, which include groceries, utilities, rent, and cleaning supplies, shall be shared equally.
6. From time to time, we may decide to keep a joint checking or savings account for a specific purpose (for example, to pay household expenses), or to own some property jointly (for example, to purchase a television). If so, the details of our joint ownership agreement shall be put in writing (either in a written contract or a deed, title slip, or other joint ownership document).
7. Should either of us receive real or personal property by gift or inheritance, the property belongs absolutely to the person receiving the gift or inheritance and cannot be transferred to the other except in writing.
8. In the event we separate, each of us shall be entitled to immediate possession of our separate property.
9. Any dispute arising out of this contract will be mediated by a third person mutually acceptable to both of us. The mediator's role will be to help us arrive at our solution, not to impose one on us. If good-faith efforts to arrive at our own solution to all issues in dispute with the help of a mediator prove to be fruitless, either of us may pursue other legal remedies.
10. This agreement represents our complete understanding regarding our living together and replaces any and all prior agreements, written or oral. It can be amended, but only in writing, and any amendment must be signed by both of us.
11. If a court finds any portion of this contract to be illegal or otherwise unenforceable, the remainder of the contract is still in full force and effect.

\_\_\_\_\_  
Partner 1's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Partner 2's signature

\_\_\_\_\_  
Date





## Agreement for a Joint Purchase

Partner 1's name: \_\_\_\_\_

Partner 2's name: \_\_\_\_\_

We agree as follows:

1. We will jointly acquire and own \_\_\_\_\_  
 \_\_\_\_\_ *[describe the property]* at a cost of \$ \_\_\_\_\_.
2. We will own the Property in the following shares:  
 Partner 1 will own \_\_\_\_\_% of the Property and Partner 2 will own \_\_\_\_\_% of the Property.
3. Should we separate and stop living together, one of the following will occur:
  - (a) If one of us wants the Property and the other doesn't, the person who wants the Property will pay the other fair market value (see Clause 4) of the Property.
  - (b) If both of us want the Property, the decision will be made in the following way *[choose one]*:
    - Right of First Refusal. \_\_\_\_\_  
 \_\_\_\_\_ *[specify either Partner 1 or 2]* shall have the right of first refusal and may purchase \_\_\_\_\_  
 \_\_\_\_\_'s *[specify either Partner 1 or 2]* share of the Property for its fair market value (see Clause 4). \_\_\_\_\_  
 \_\_\_\_\_ *[specify either Partner 1 or 2]* will then become sole owner of the Property.
    - Coin Toss Method. We will flip a coin to determine who is entitled to the Property. The winner, upon paying the loser his or her share of ownership, will become the sole owner of the Property.
    - Other: \_\_\_\_\_.
4. Should either of us decide to end the relationship, we will do our best to agree on the fair current market value of the Property. If we can't agree on a price, we will jointly choose a neutral appraiser and abide by his or her decision.
5. Should we separate and neither of us want the Property—or if we can't agree on a fair price—we will advertise it to the public, sell it to the highest bidder, and divide the money according to our respective ownership shares as set forth in Clause 2.
6. Should either of us die while we are living together, the Property will belong absolutely to the survivor. (If either of us makes a will or other estate plan, this agreement shall be reflected in that document.)
7. This agreement can be changed, but only in writing, and any changes must be signed by both of us.
8. Any dispute arising out of this contract will be mediated by a third person mutually acceptable to both of us. The mediator's role will be to help us arrive at our solution, not to impose one on us. If good faith efforts to arrive at our own solution to all issues in dispute with the help of a mediator prove to be fruitless, either of us may pursue other legal remedies.
9. If a court finds any portion of this contract to be illegal or otherwise unenforceable, the remainder of the contract is still in full force and effect.

\_\_\_\_\_  
 Partner 1's signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Partner 2's signature

\_\_\_\_\_  
 Date

## Agreement to Share Property

Partner 1's name: \_\_\_\_\_

Partner 2's name: \_\_\_\_\_

We agree as follows:

1. This contract sets forth our rights and obligations toward each other. We intend to abide by them in a spirit of cooperation and good faith.
2. All earned income received by either of us after the date of this contract and all property purchased with this income belongs in equal shares to both of us with the following exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
3. All real or personal property earned or accumulated by either of us before the date of this agreement (except jointly owned property listed in Attachment C of this agreement), including all future income such property produces, is the separate property of the person who earned or accumulated it and cannot be transferred to the other except in writing. Attached to this agreement in the form of Attachments A, B, and C are lists of the major items of property each of us owns separately and both of us own jointly.
4. Should either of us receive real or personal property by gift or inheritance, that property, including all future income it produces, belongs absolutely to the person receiving the gift or inheritance and cannot be transferred to the other except in writing.
5. In the event we separate, all jointly owned property shall be divided equally.
6. Any dispute arising out of this contract will be mediated by a third person mutually acceptable to both of us. The mediator's role will be to help us arrive at our solution, not to impose one on us. If good faith efforts to arrive at our own solution to all issues in dispute with the help of a mediator prove to be fruitless, either of us may pursue other legal remedies.
7. This agreement represents our complete understanding regarding our living together and replaces any and all prior agreements, written or oral. It can be amended, but only in writing, and any amendments must be signed by both of us.
8. If a court finds any portion of this contract to be illegal or otherwise unenforceable, the remainder of the contract is still in full force and effect.

\_\_\_\_\_  
Partner 1's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Partner 2's signature

\_\_\_\_\_  
Date

### Certificate of Acknowledgment of Notary Public

State of \_\_\_\_\_  
County of \_\_\_\_\_ } ss

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_,  
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 the within instrument, and acknowledged to me that he or she executed the same in  
his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

[NOTARY SEAL]

**Attachment A**

Separate property of \_\_\_\_\_:

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**Attachment B**

Separate property of \_\_\_\_\_:

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**Attachment C**

Jointly owned property acquired prior to \_\_\_\_\_ *[date of this Agreement]*:

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## Declaration of Legal Name Change

I, the undersigned, declare that I am 18 years of age or older and further declare:

1. I, \_\_\_\_\_ *[name presently used]*,  
 was born \_\_\_\_\_ *[name on birth certificate]*  
 in the County of \_\_\_\_\_ *[county where born]*  
 in the State of \_\_\_\_\_ *[state where born]*  
 on \_\_\_\_\_ *[birthdate, including year]*.
2. I HEREBY DECLARE that I have changed my legal name, and will be henceforth exclusively known as  
 \_\_\_\_\_ *[new name]*.
3. My legal name change was completed by order of the \_\_\_\_\_ County Superior Court in  
 case no. \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_. A copy of the court order is attached  
 to this declaration.
4. NOTICE IS HEREBY GIVEN to all agencies of the State of \_\_\_\_\_  
*[state where you reside]*, all agencies of the federal government, all creditors, and all private persons,  
 groups, businesses, corporations, and associations of said legal name change.
5. Please revise all relevant records accordingly.

I declare under penalty of perjury under the laws of the State of \_\_\_\_\_  
*[state where you reside]* that the foregoing is true and correct.

\_\_\_\_\_  
 Signature, new name

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature, old name

\_\_\_\_\_  
 Date





## Online Auction Buyer Demand Letter

Date:

[your address] \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To: \_\_\_\_\_ [name of seller]

I am writing to you regarding a dispute over \_\_\_\_\_ [description of item purchased] for which I was high bidder on the auction at \_\_\_\_\_ [name of auction site] as Item No. \_\_\_\_\_ [number of item at auction site].

A dispute exists because [describe the reason you are dissatisfied with your purchase in as much detail as possible] \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I would like to resolve the matter as follows: [choose one]

I will return the item to you via [describe the shipping method] \_\_\_\_\_ and request a \_\_\_\_\_ refund from you in the amount of \$ \_\_\_\_\_ which includes the following costs [list all costs for which you are seeking compensation, for example, shipping item to you, shipping item back to buyer, amount paid for item, etc.] \_\_\_\_\_

I will keep the item, but for the following reasons [specify reasons for price reduction, for example, partial damage or not as advertised, and include proof such as photos of item] I request a partial refund of \$ \_\_\_\_\_.

I seek a full refund of all monies paid as I never received the item. Please make payment by [specify the method by which payment shall be made to you. For example, if payment to seller was made by credit card, seek a charge back. If payment was made by money order, seek a money order, etc.] \_\_\_\_\_.

If you disagree with my request and would like to resolve the matter through a third-party dispute resolution procedure, I am prepared to use online dispute resolution procedures at:

- Squaretrade (www.squaretrade.com)
- iCourthouse, (www.i-courthouse.com)
- ClickNSettle (www.clicknsettle.com)
- other [list online dispute resolution website] \_\_\_\_\_

If I do not hear back from you by [date]\_\_\_\_\_ I will conclude that you do not wish to resolve the matter and I will [check as many as apply]

- [if payment was made by credit card] seek a charge back on my credit card
- file an online incident report at the National Fraud Information Center ([www.fraud.org](http://www.fraud.org))
- post negative feedback at your online auction site

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

## Request for Refund or Repair of Goods Under Warranty

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[name and address of seller or manufacturer]*

ATT: Customer Service Department

Re: \_\_\_\_\_ *[description of item purchased, including serial number, if any]*

To Whom It May Concern:

I am writing to request compensation for the above-named item which I purchased for \$ \_\_\_\_\_  
on \_\_\_\_\_ *[date]* from \_\_\_\_\_  
*[specify place of purchase].*

My reason for demanding redress is as follows *[describe the reason you are dissatisfied with your purchase, in as much detail as possible. List anything included with this request, such as a copy of the warranty, purchase receipt, or the item itself]:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specifically, I would like to request the following compensation *[explain what you want, such as a refund of the full purchase price, a replacement item, or a repair]:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please process this request by \_\_\_\_\_ *[specify a deadline for processing this request, such as date within 30 days]*. If I don't receive compensation by then, I will take further action, which may include filing a court action.

Thank you for your immediate attention to this matter.

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Daytime phone

\_\_\_\_\_  
Evening phone

\_\_\_\_\_  
Email

## Accident Claim Worksheet

### What Happened

Date of Accident: \_\_\_\_\_

Description of Accident: \_\_\_\_\_

Names of parties involved: \_\_\_\_\_

Names of witnesses: \_\_\_\_\_

Location of accident: \_\_\_\_\_

Time of accident: \_\_\_\_\_

Weather condition (if outside): \_\_\_\_\_

### People Responsible for the Accident

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone (work): \_\_\_\_\_ (home): \_\_\_\_\_

Insurance company: \_\_\_\_\_

Policy number: \_\_\_\_\_ Auto license: \_\_\_\_\_

What person did: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

.....

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone (work): \_\_\_\_\_ (home): \_\_\_\_\_

Insurance company: \_\_\_\_\_

Policy number: \_\_\_\_\_ Auto license: \_\_\_\_\_

What person did: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone (work): \_\_\_\_\_ (home): \_\_\_\_\_

Insurance company: \_\_\_\_\_

Policy number: \_\_\_\_\_ Auto license: \_\_\_\_\_

What person did: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Witnesses**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone (work): \_\_\_\_\_ (home): \_\_\_\_\_

Date of first contact: \_\_\_\_\_

Written statement:  yes  no

What person saw: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

.....

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone (work): \_\_\_\_\_ (home): \_\_\_\_\_

Date of first contact: \_\_\_\_\_

Written statement:  yes  no

What person saw: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone (work): \_\_\_\_\_ (home): \_\_\_\_\_

Date of first contact: \_\_\_\_\_

Written statement:  yes  no

What person saw: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Medical Treatment Providers**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Date of first visit: \_\_\_\_\_ Date of most recent or last visit: \_\_\_\_\_

Person to be contacted for medical records: \_\_\_\_\_

Date requested: \_\_\_\_\_ Date received: \_\_\_\_\_

Person to be contacted for medical billing: \_\_\_\_\_

Date requested: \_\_\_\_\_ Date received: \_\_\_\_\_

Reason for treatment and prognosis: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

.....  
Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Date of first visit: \_\_\_\_\_ Date of most recent or last visit: \_\_\_\_\_

Person to be contacted for medical records: \_\_\_\_\_

Date requested: \_\_\_\_\_ Date received: \_\_\_\_\_

Person to be contacted for medical billing: \_\_\_\_\_

Date requested: \_\_\_\_\_ Date received: \_\_\_\_\_

Reason for treatment and prognosis: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Telephone: \_\_\_\_\_

Date of first visit: \_\_\_\_\_ Date of most recent or last visit: \_\_\_\_\_

Person to be contacted for medical records: \_\_\_\_\_

Date requested: \_\_\_\_\_ Date received: \_\_\_\_\_

Person to be contacted for medical billing: \_\_\_\_\_

Date requested: \_\_\_\_\_ Date received: \_\_\_\_\_

Reason for treatment and prognosis: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Other Party's Insurance Company (First Party)**

Company name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Claim number: \_\_\_\_\_

Insured: \_\_\_\_\_

Adjuster: \_\_\_\_\_

Date demand letter was sent: \_\_\_\_\_

Settlement amount: \_\_\_\_\_ Date accepted: \_\_\_\_\_

**Other Party's Insurance Company (Second Party)**

Company name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Claim number: \_\_\_\_\_

Insured: \_\_\_\_\_

Adjuster: \_\_\_\_\_

Date demand letter was sent: \_\_\_\_\_

Settlement amount: \_\_\_\_\_ Date accepted: \_\_\_\_\_

**Communications With Insurer**

Date: \_\_\_\_\_

If oral, what was said: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Communications With Insurer**

Date: \_\_\_\_\_

If oral, what was said: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Communications With Insurer**

Date: \_\_\_\_\_

If oral, what was said: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Communications With Insurer**

Date: \_\_\_\_\_

If oral, what was said: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Communications With Insurer**

Date: \_\_\_\_\_

If oral, what was said: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Losses**

Describe damage to your property: \_\_\_\_\_

\_\_\_\_\_

Do you have photos showing damage?  yes  no

**If Repairable**

Estimates for repairs (name of repair shop and amounts of estimates): \_\_\_\_\_

\_\_\_\_\_

**Actual**

Repair bills (name of repair shop and amounts of bills): \_\_\_\_\_

\_\_\_\_\_

If totaled:

Value at the time destroyed: \_\_\_\_\_

Documentation of value: \_\_\_\_\_

## General Release

Releasor: \_\_\_\_\_

Address: \_\_\_\_\_

Releasee: \_\_\_\_\_

Address: \_\_\_\_\_

1. Releasor voluntarily and knowingly signs this release with the express intention of eliminating Releasee's legal liabilities and obligations as described below.
2. Releasor hereby releases Releasee from all claims, known or unknown, that have arisen or may arise from the following occurrence: \_\_\_\_\_  
\_\_\_\_\_

Releasor understands that, as to claims that are known to the parties when the release is signed, any statutory provisions that would otherwise apply to limit this general release are hereby waived.

Releasor also understands that this release extends to claims arising out of this incident that are *not* known by Releasor at the time this release is signed.

3. In exchange for granting this release, Releasor has received the following payment or other consideration: \_\_\_\_\_  
\_\_\_\_\_

4. By signing this release, Releasor additionally intends to bind his or her spouse, heirs, legal representatives, assigns, and anyone else claiming under him or her. Releasor has not assigned any claim covered by this release to any other party. Releasor intends that this release apply to the heirs, personal representatives, assigns, insurers, and successors of Releasee as well as to the Releasee.

\_\_\_\_\_  
Releasor's signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Print name \_\_\_\_\_  
County of residence

\_\_\_\_\_  
Releasor's spouse's signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Print name \_\_\_\_\_  
County of residence

\_\_\_\_\_  
Releasee's signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Print name \_\_\_\_\_  
County of residence

\_\_\_\_\_  
Releasee's spouse's signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Print name \_\_\_\_\_  
County of residence

## Certificate of Acknowledgment of Notary Public

State of \_\_\_\_\_  
County of \_\_\_\_\_ } ss

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_,  
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 the within instrument, and acknowledged to me that he or she executed the same in  
his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

[NOTARY SEAL]

## General Mutual Release

Party 1: \_\_\_\_\_

Address: \_\_\_\_\_

Party 2: \_\_\_\_\_

Address: \_\_\_\_\_

1. We voluntarily and knowingly sign this mutual release with the express intention of eliminating the liabilities and obligations described below.
2. Disputes and differences that we mutually desire to settle exist between us with respect to the following:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
3. The value (consideration) for this mutual release consists of our mutual relinquishment of our respective legal rights involved in the disputes described above.
4. In addition, either party will receive the following payment or other consideration from the other *[check and explain any that apply]*:  
 Party 1 will receive from Party 2: \_\_\_\_\_  
 \_\_\_\_\_  
 Party 2 will receive from Party 1: \_\_\_\_\_  
 \_\_\_\_\_
5. By signing this release, we both intend to bind our spouses, heirs, legal representatives, assigns, and anyone else claiming under us, in addition to ourselves. Each party understands that, as to claims that are known to that party when the release is signed, any statutory provisions that would otherwise apply to limit this general release are hereby waived. Each party also understands that this release extends to claims arising out of this incident that are *not* known at the time this release is signed.

\_\_\_\_\_  
Party 1's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
County of residence

\_\_\_\_\_  
Party 1's spouse's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
County of residence

\_\_\_\_\_  
Party 2's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
County of residence

\_\_\_\_\_  
Party 2's spouse's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
County of residence

### Certificate of Acknowledgment of Notary Public

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_,  
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 the within instrument, and acknowledged to me that he or she executed the same in  
his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

*[NOTARY SEAL]*

## Release for Damage to Real Estate

Releasor: \_\_\_\_\_

Address: \_\_\_\_\_

Releasee: \_\_\_\_\_

Address: \_\_\_\_\_

1. Releasor is the owner of certain property (Property) located at \_\_\_\_\_, which specifically consists of the following:  
\_\_\_\_\_
2. Releasor voluntarily and knowingly signs this release with the intention of eliminating Releasee's liabilities and obligations as described below.
3. Releasor hereby releases Releasee from all claims, known or unknown, that have arisen or may arise from the transaction described in Clause 4. Releasor understands that, as to claims that are known to the parties when the release is signed, any statutory provisions that would otherwise apply to limit this general release are hereby waived. Releasor also understands that this release extends to claims arising out of this incident that are *not* known by Releasor at the time this release is signed.
4. Releasor has alleged that Property suffered damage in the approximate amount of \$ \_\_\_\_\_ as a result of the following activity of Releasee: \_\_\_\_\_
5. By signing this release, Releasor additionally intends to bind his or her spouse, heirs, legal representatives, assigns, and anyone else claiming under him or her. Releasor has not assigned any claim arising from the transaction described in Clause 4 to another party. Releasor intends that this release apply to the heirs, personal representatives, assigns, insurers, and successors of Releasee as well as to the Releasee.
6. Releasor has received good and adequate value (consideration) for this release in the form of:  
\_\_\_\_\_

\_\_\_\_\_  
Releasor's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
County of residence

\_\_\_\_\_  
Releasor's spouse's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
County of residence

\_\_\_\_\_  
Releasee's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
County of residence

\_\_\_\_\_  
Releasee's spouse's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
County of residence

### Certificate of Acknowledgment of Notary Public

State of \_\_\_\_\_  
County of \_\_\_\_\_ } ss

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_,  
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 the within instrument, and acknowledged to me that he or she executed the same in  
his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

[NOTARY SEAL]

## Release for Property Damage in Auto Accident

Releasor: \_\_\_\_\_

Address: \_\_\_\_\_

Releasee: \_\_\_\_\_

Address: \_\_\_\_\_

1. Releasor voluntarily and knowingly signs this release with the express intention of eliminating Releasee's liabilities and obligations as described below.
2. Releasor hereby releases Releasee from all liability for claims, known and unknown, arising from property damage sustained by Releasor in an automobile accident that occurred on \_\_\_\_\_ [date] at \_\_\_\_\_ [location] involving a vehicle owned by Releasee or driven by Releasee or his/her agent. Releasor understands that, as to claims that are known to the parties when the release is signed, any statutory provisions that would otherwise apply to limit this general release are hereby waived. Releasor also understands that this release extends to claims arising out of this incident that are not known by Releasor at the time this release is signed.
3. By signing this release Releasor does not give up any claim that he or she may now or hereafter have against any person, firm, or corporation other than Releasee and those persons and entities specified in Clause 6.
4. Releasor understands that Releasee does not, by providing the value described below, admit any liability or responsibility for the accident described in Clause 2 or its consequences.
5. Releasor has received good and adequate value (consideration) for this release in the form of:  
\_\_\_\_\_  
\_\_\_\_\_
6. By signing this release, Releasor additionally intends to bind his or her spouse, heirs, legal representatives, assigns, and anyone else claiming under him or her. Releasor has not assigned any claim arising from the accident described in Clause 2 to any other party. This release applies to Releasee's heirs, legal representatives, insurers, and successors, as well as to Releasee.

\_\_\_\_\_  
Releasor's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
County of residence

\_\_\_\_\_  
Releasor's spouse's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
County of residence

\_\_\_\_\_  
Releasee's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
County of residence



\_\_\_\_\_  
Releasee's spouse's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
County of residence

### Certificate of Acknowledgment of Notary Public

State of \_\_\_\_\_

County of \_\_\_\_\_

} ss

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_,  
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 the within instrument, and acknowledged to me that he or she executed the same in  
his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

[NOTARY SEAL]

## Release for Personal Injury

Releasor: \_\_\_\_\_

Address: \_\_\_\_\_

Releasee: \_\_\_\_\_

Address: \_\_\_\_\_

1. Releasor voluntarily and knowingly executes this release with the intention of eliminating Releasee's liabilities and obligations as described below.
2. Releasor hereby releases Releasee from all liability for claims, known and unknown, arising from injuries, mental and/or physical, sustained by Releasor as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Releasor understands that, as to claims that are known to the parties when the release is signed, any statutory provisions that would otherwise apply to limit this general release are hereby waived.

Releasor also understands that this release extends to claims arising out of this incident that are *not* known by Releasor at the time this release is signed.

3. Releasor has been examined by a licensed physician or other health care professional competent to diagnose [choose one or both]:
  - physical injuries and disabilities.
  - mental and emotional injuries and disabilities.

Releasor has been informed by this physician or health care professional that the injury described in Clause 2 has completely healed without causing permanent damage.

4. By executing this release Releasor does not give up any claim that he or she may now or hereafter have against any person, firm, or corporation other than Releasee and those persons specified in Clause 7.
5. Releasor understands that Releasee does not, by providing the value described in Clause 6 below, admit any liability or responsibility for the above described injury or its consequences.
6. Releasor has received good and adequate value (consideration) for this release in the form of: \_\_\_\_\_  
\_\_\_\_\_

7. By signing this release, Releasor additionally intends to bind his or her spouse, heirs, legal representatives, assigns, and anyone else claiming under him or her. Releasor has not assigned any claim arising from the accident described in Clause 2 to any other party. This release applies to Releasee's heirs, legal representatives, insurers, and successors, as well as to Releasee.

\_\_\_\_\_  
Releasor's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
County of residence

\_\_\_\_\_  
Releasor's spouse's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
County of residence

\_\_\_\_\_  
Releasee's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
County of residence

\_\_\_\_\_  
Releasee's spouse's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
County of residence

### Certificate of Acknowledgment of Notary Public

State of \_\_\_\_\_  
County of \_\_\_\_\_ } ss

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_,  
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 the within instrument, and acknowledged to me that he or she executed the same in  
his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

[NOTARY SEAL]

## Mutual Release of Contract Claims

Party 1: \_\_\_\_\_

Address: \_\_\_\_\_

Party 2: \_\_\_\_\_

Address: \_\_\_\_\_

1. We voluntarily and knowingly sign this mutual release with the intention of eliminating the liabilities and obligations described below.

2. Disputes and differences have arisen between us with respect to an agreement entered into between us on \_\_\_\_\_ [date], under which we agreed to the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This agreement is hereby made a part of this release and incorporated by reference. A copy of the agreement (if written) is attached to this release.

3. We each hereby expressly release the other from all claims and demands, known and unknown, arising out of the agreement specified in Clause 2. Each party understands that, as to claims that are known to that party when the release is signed, any statutory provisions that would otherwise apply to limit this general release are hereby waived. Each party also understands that this release extends to claims arising out of this incident that are *not* known at the time this release is signed.

4. This release additionally applies to our heirs, legal representatives, and successors and is binding on our spouses, heirs, legal representatives, assigns, and anyone else claiming under us. Neither of us has assigned to another party any claim arising under or out of the contract specified in Clause 2.

5. The value (consideration) for this mutual release binds our mutual agreement to forgo our respective legal rights with reference to the disputes and differences described above.

6. We also agree that the contract specified in Clause 2 shall be and is hereby rescinded, terminated, and canceled as of \_\_\_\_\_ [date].

\_\_\_\_\_  
Party 1's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
County of residence

\_\_\_\_\_  
Party 1's spouse's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
County of residence

\_\_\_\_\_  
Party 2's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
County of residence

\_\_\_\_\_  
Party 2's spouse's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
County of residence

### Certificate of Acknowledgment of Notary Public

State of \_\_\_\_\_  
County of \_\_\_\_\_ } ss

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_,  
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 the within instrument, and acknowledged to me that he or she executed the same in  
his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

[NOTARY SEAL]

# Complaint Letter

Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[name and address of consumer protection office]*

To Whom It May Concern:

I wish to lodge a complaint about the following company:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone number: \_\_\_\_\_

Name of person with whom I dealt: \_\_\_\_\_

The details of my complaint are as follows *[attach additional sheets if necessary]*:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please investigate this matter and inform me of the results.

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Daytime phone

\_\_\_\_\_  
Evening phone

\_\_\_\_\_  
Email

cc: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Notice of Insurance Claim

Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[name and address of insurance company]*

Name of your insured: \_\_\_\_\_

Policy number: \_\_\_\_\_

To Whom It May Concern:

Please be advised that  I received injuries  I sustained property damage in an accident on \_\_\_\_\_, \_\_\_\_\_, at the following location: \_\_\_\_\_  
\_\_\_\_\_

The accident involved:

- two or more motor vehicles
- motor vehicle and pedestrian
- motor vehicle and bicycle
- motor vehicle and property

*[for all motor vehicles involved other than your own, give]:*

Make, model, year, and color of vehicle: \_\_\_\_\_

License plate number and state of issuance: \_\_\_\_\_

Vehicle identification number: \_\_\_\_\_

Name of driver (if different from name of insured above): \_\_\_\_\_

Driver's license number and state of issuance: \_\_\_\_\_

- slip and fall
- animal bite, claw, knockdown, etc.
- dangerous or defective product
- other (specify): \_\_\_\_\_

The person named above was involved in the incident. Please confirm in writing to the address below your liability coverage of the insured identified above. Please also advise whether your insured contends that anyone other than your insured may be in whole or in part legally responsible for accidents on or near the premises or for this accident.

As requested, please respond in writing. If necessary, I may be reached by telephone at the below number.

Thank you for your prompt attention to this matter.

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

## Notice to Cancel Certain Contracts

To Whom It May Concern:

This letter constitutes written notice to you that I am canceling the following contract:

Seller: \_\_\_\_\_

Address: \_\_\_\_\_

Buyer: \_\_\_\_\_

Address: \_\_\_\_\_

Contract pertains to the following goods/services purchased: \_\_\_\_\_

\_\_\_\_\_

Date contract signed for these goods/services: \_\_\_\_\_ , \_\_\_\_\_

Please acknowledge receipt of this letter by signing below and returning the acknowledgment to me in the enclosed envelope. I understand that under the law, you must refund my money within \_\_\_\_\_ days. Furthermore, if applicable, I understand that you must either pick up the items purchased, or reimburse me within \_\_\_\_\_ days for my expense of mailing the goods back to you. If you do not pick up the goods within that time, I am entitled to keep them.

\_\_\_\_\_  
Buyer signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

.....

### Acknowledgment

\_\_\_\_\_  
Seller's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name



## Cancel Membership or Subscription Notice

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[name and address of publication or organization; include name of department if available]*

Re: \_\_\_\_\_ *[subscription or membership number]*

This letter is to notify you that I would like to cancel my \_\_\_\_\_  
\_\_\_\_\_ *[specify what you are canceling, such as a subscription to publication or membership in organization]* effective \_\_\_\_\_ *[date of cancellation]*.

The reason for this cancellation is \_\_\_\_\_  
\_\_\_\_\_ *[specify reason for cancellation]*.

Thank you for your prompt assistance.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Subscription or account number

## Request to Begin Special Education Process

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*[name and address of special education administrator]*

Re: \_\_\_\_\_ *[name of child]*

Child's school: \_\_\_\_\_

Child's teacher: \_\_\_\_\_ Child's grade: \_\_\_\_\_

I am writing because my child is experiencing difficulties in school, including *[describe difficulties]*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I am formally requesting that the school immediately begin its special education process, including initial assessment for eligibility. I understand that you will send me an assessment plan explaining the tests that may be given to my child. Because I realize the assessment can take some time, I would appreciate receiving the assessment plan within ten days. I would also appreciate any other information you have regarding assessments, how eligibility is determined, and the general IEP process.

I am also requesting that you make available to me a complete copy of my child's school file, including all tests, reports, assessments, grades, notes by teachers or other staff members, and any other information contained in the file. I understand that I am entitled to these records under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. Section 1232 [g]). I would greatly appreciate having these files within the next five days. I will call you to discuss how and when I will get the copies.

Thank you very much for your assistance. I look forward to working with you and your staff.

Sincerely,

\_\_\_\_\_  
Signature of parent

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Daytime phone

\_\_\_\_\_  
Evening phone

\_\_\_\_\_  
Email

## Identity Theft Worksheet

### Credit Bureaus

Experian: 888-397-3742

Date of Contact	Contact Person	Comments

Equifax: 800-525-6285

Date of Contact	Contact Person	Comments

TransUnion: 800-680-7289

Date of Contact	Contact Person	Comments

### Financial Institutions

#### Credit Card Companies

Name of Company	Phone Number	Date of Contact	Contact Person	Comments

#### Banks

Name of Bank	Phone Number	Date of Contact	Contact Person	Comments

#### Other Service Providers

Name of Institution	Phone Number	Date of Contact	Contact Person	Comments

### Law Enforcement Agencies

#### Local Police Department

Name of Department	Phone Number	Date of Contact	Name of Contact Officer Contacted	Comments

Federal Trade Commission: 877-438-4338

Date of Contact	Contact Person	Comments

Other Law Enforcement Agencies

Name of Agency	Phone Number	Date of Contact	Contact Person	Comments

**Other Contacts**

Local Postal Inspector: Call 800-275-8777 for the phone number of your local inspector

Phone Number	Date of Contact	Name of Inspector	Comments

Social Security Administration: 800-269-0271

Date of Contact	Contact Person	Comments

Debt Collectors

Name of Collection Agency	Phone Number	Date of Contact	Contact Person	Comments

U.S. State Department: 202-955-0430

Date of Contact	Contact Person	Comments

Department of Motor Vehicles

DMV Location	Phone Number	Date of Contact	Contact Person	Comments

Additional Conversations/Correspondence

Name of Institution	Phone Number	Date of Contact	Contact Person	Comments

**Expenses Incurred**

Date Expense Incurred	Reason for Expense	Cost
Total Costs:		

# INDEX

## A

- Acceleration, of loan payments, 5/6
- Accidents
  - claims worksheet, 14/5-6, Appendix B Form 94
  - notice of insurance claim, 15/3-4, Appendix B Form 102
  - release for property damage, car accident, 14/8, Appendix B Form 98
  - See also* Personal injury
- Acrobat Reader, Appendix A/2, Appendix A/4-5
- Addendum sheet, Intro/4, Intro/5
- Adjustable rate, 5/3
- Adjustable rate mortgage (ARM), 6/9, 6/10
- Administrator. *See* Executor
- Adobe Acrobat Reader, Appendix A/2, Appendix A/4-5
- Agent. *See* Attorney-in-fact
- Agreement. *See* Contracts
- Agreement for a Joint Purchase, 13/3-4, Appendix B Form 88
- Agreement to Keep Property Separate, 13/2-3, Appendix B Form 87
- Agreement to Modify Promissory Note, 5/11, Appendix B Form 46
- Agreement to Share Property, 13/4, Appendix B Form 89
- Amortization calculator, 5/6
- Amortization chart, 6/7, 6/8
- Amortization, negative, 6/10
- Animal bite, insurance claim for, 15/3, Appendix B Form 102
- Animals. *See* Pets
- Annual percentage rate (APR), 5/2
- Apartment-Finding Service Checklist, 4/2-3, Appendix B Form 23
- Arbitration, Intro/8, Intro/9, 14/2
- ARM (adjustable rate mortgage), 6/9, 6/10
- “As is” sale, 7/2
- Assets
  - of home buyer, 6/4, 6/6, Appendix B Form 52
  - statement of, 10/4, Appendix B Form 70
  - See also* Property
- Assignment of lease, consent to, 4/6, Appendix B Form 28
- Assignment of Rights, 10/4-5, Appendix B Form 71
  - releases and, 14/7
- Assumable loan, 6/10
- ATM card theft, 15/7
- Attachment page, Intro/4, Intro/5
- Attorney, need for, Intro/4, Intro/9
- Attorney fees, promissory note clause on, 5/6
- Attorney-in-fact, 1/6, 1/7-8, 1/10, 1/11
- Attorneys general, national association of, 11/3
- Auction, online
  - danger signs in, 14/3
  - demand letter to seller, 14/3, Appendix B Form 92
  - dispute resolution services, 14/3
- Authorization for care of minor (temporary guardianship), 1/2-3, Appendix B Form 1
- Authorization for Foreign Travel with Minor, 1/3-4, Appendix B Form 3
- Authorization for Minor’s Medical Treatment, 1/2, 1/3, 1/4, Appendix B Form 2
- Authorization to Conduct Credit Check, 5/2, 5/4, Appendix B Form 34
- Authorization to Drive a Motor Vehicle, 1/6, Appendix B Form 7
- Automobile. *See* Car accident; Motor vehicle

**B**

Babysitter. *See* Child care provider

Bad check, demand for payment, 5/11-12, Appendix B Form 48

Balloon payment  
   defined, 5/3  
   mortgage loan with, 6/9, 6/10  
   promissory note with, 5/6-7, Appendix B Form 37

Bankruptcy, in credit report, 10/7

Banks  
   credit checks with, 5/2  
   identity theft report to, 15/7-8, Appendix B Form 106  
   joint account, notice to terminate, 10/5-6, Appendix B Form 72  
   notice of death sent to, 3/3, Appendix B Form 17  
   payable-on-death account, 2/3  
   power of attorney and, 1/8, 1/10  
   stop payment notice, 10/6, Appendix B Form 73

Beneficiary(ies)  
   of deed of trust, 5/9  
   in will, 2/2-3, 2/5, Appendix B Form 12

Bill collector, demand to cease contact, 10/9, Appendix B Form 77

Bill of sale, 7/2-4  
   for boat, 7/3, Appendix B Form 57  
   for computer system, 7/3-4, Appendix B Form 58  
   contents of, 7/2  
   for dog, 7/4, Appendix B Form 60  
   for general personal property, 7/4, Appendix B Form 59  
   for motor vehicle, 7/2-3, Appendix B Form 56

Boat  
   authorization to drive motorboat, 1/6, Appendix B Form 7  
   bill of sale, 7/3, Appendix B Form 57  
   as collateral for loan, 5/10

Borrowing money. *See* Loans; Promissory notes

Brokerage firms, power of attorney and, 1/8, 1/10

Budget, 10/3-4, Appendix B Form 69

Building permit, 9/2, 9/3, 9/4

Buyer in due course, 5/6, 5/10

**C**

Cancel Membership or Subscription Notice, 15/5, Appendix B Form 104

Cap, on adjustable rate loan, 5/3, 6/9, 6/10

Car. *See* Motor vehicle

Car accident  
   claims worksheet, 14/5-6, Appendix B Form 94  
   notice of insurance claim, 15/3-4, Appendix B Form 102  
   release for property damage, 14/8, Appendix B Form 98

Carpentry. *See* Repairs

Carpool agreement, for children, 1/4-5, Appendix B Form 5

Carrying costs, monthly  
   debt-to-income ratios and, 6/9  
   defined, 6/10  
   worksheet for, 6/6-8, Appendix B Form 53

CD-ROM with forms, Intro/3, Appendix A/2-5

Changes to forms, Intro/3-5, Appendix A/3-4

Check, bad  
   demand for payment, 5/11-12, Appendix B Form 48  
   stopping payment, 10/6, Appendix B Form 73

Child care provider  
   from an agency, 12/2  
   agreement with, 12/3-5, Appendix B Form 83  
   authorization for child's medical treatment, 1/3  
   as employee, 12/2-3  
   instructions for, 12/5-6, Appendix B Form 84  
   shared by families, 12/5

Child(ren)  
   carpool agreement, 1/4-5, Appendix B Form 5  
   foreign travel, authorization for, 1/3-4, Appendix B Form 3  
   guardians named in will, 2/4, 2/6  
   medical treatment, authorization for, 1/2, 1/3, 1/4, Appendix B Form 2  
   property left to, in will, 2/6-7  
   special education request, 15/5-7, Appendix B Form 105  
   temporary guardianship of, 1/2-3, Appendix B Form 1  
   will of adult and, 2/5-7, 2/6-7, Appendix B Form 14

- Cleaning, household  
 by child care provider, 12/4  
 by employee, 12/2-3, 12/6, Appendix B Form 86  
 by independent contractor, 9/3, Appendix B Form 64
- Closing costs, for mortgage, 6/9, 6/10
- Club membership, cancellation, 15/4, 15/5, Appendix B Form 104
- Codicil to will, 2/7, Appendix B Form 15
- Collateral, 5/3, 5/4, 5/8-10, Appendix B Forms 42-45  
 house as, 5/8, 15/4
- Collection agency, demand to cease contact, 10/9, Appendix B Form 77
- Community property states, debts in, 5/5, 14/7
- Complaints to government agencies  
 about marketing practices, 11/3, 11/5  
 about product or service, 15/2-3, Appendix B Form 101
- Computer System Bill of Sale, 7/3-4, Appendix B Form 58
- Condominium complex, approval for home repairs, 9/3
- Consent to Assignment of Lease, 4/6, Appendix B Form 28
- Consideration, in contract, 14/7
- Consumer complaint, to government agency, 15/2-3, Appendix B Form 101
- Contractor, 9/2-5  
 complicated jobs, 9/2  
 Home Maintenance Agreement, 9/3, Appendix B Form 64  
 Home Repairs Agreement, 9/3-4, Appendix B Form 65  
 Mid-Job Worksheet, 9/4-5, Appendix B Form 66  
 state licensing, 9/2, 9/4  
 up-front payment, 9/4
- Contracts  
 assignment of rights under, 10/4-5, 14/7, Appendix B Form 71  
 canceling consumer contracts, 15/4-5, Appendix B Form 103  
 consideration in, 14/7  
 disputes involving, Intro/7-9, 14/7, 14/9  
 evaluation of, Intro/3  
 importance of written contract, Intro/2  
 for living together, 13/2-4, Appendix B Form 87-89  
 oral, Intro/2, 13/2, 14/9  
 release as, 14/6, 14/9  
 release from, 14/7, 14/9, Appendix B Form 95, Appendix B Form 100  
 for storage, 8/3, Appendix B Form 63  
 validity of, Intro/2-3, Intro/4  
*See also* Forms
- Cooling-Off Rule, 15/4-5
- Cosigner  
 defined, 5/3  
 of promissory note, 5/8, Appendix B Form 41
- County land records office  
 filing power of attorney, 1/13  
 recording deed of trust, 5/9
- Credit bureaus  
 identity theft report to, 15/7, Appendix B Form 106  
 marketing lists of, 11/3-4  
*See also* Credit check; Credit report; Credit score
- Credit cards  
 credit report and, 10/6  
 disputing charges, 10/8-9, Appendix B Form 76  
 identity theft and, 15/7, Appendix B Form 106  
 joint account, notice to terminate, 10/5-6, Appendix B Form 72  
 offers in the mail, 11/2  
 unauthorized use of, 10/8
- Credit check  
 authorization for, 5/2, 5/4, Appendix B Form 34  
 defined, 5/3  
*See also* Credit report
- Credit insurance, 5/3
- Creditors  
 identity theft and, 15/7, Appendix B Form 106  
 illegal evasion of, by changing name, 13/5  
 illegal evasion of, by giving away property, 13/4  
 notice of death for, 3/3, Appendix B Form 17  
 notice to terminate joint account, 10/5-6, Appendix B Form 72  
 rights to seize property, 5/5  
*See also* Credit cards; Debts



## Credit report

- challenge to incorrect entry, 10/7-8, Appendix B Form 75
- free annual copy of, 10/6-7
- identity theft and, 15/7
- request for, 10/6-7, Appendix B Form 74
- See also* Credit check

## Credit score, of home buyer, 6/7

## Custodian, under Uniform Transfers to Minors Act, 2/6

**D**

## Daily Expenses, 10/2, Appendix B Form 67

## Death

- credit insurance in case of, 5/3
- notice of, general, 3/4, Appendix B Form 19
- notice to creditor, 3/3, Appendix B Form 17
- notice to homeowner's insurance company, 3/5, Appendix B Form 21
- notice to stop Social Security payments, 3/3-4, Appendix B Form 18
- notice to vehicle insurance company, 3/5-6, Appendix B Form 22
- obituary information, 3/4-5, Appendix B Form 20

## Death certificate, request for, 3/2-3, Appendix B Form 16

## Debts

- collection agency and, demand to cease contact, 10/8, Appendix B Form 77
- in community property states, 5/5, 14/7
- "do not call" registries and, 11/3
- forgiven at death, 2/3
- of home buyer, 6/6, 6/7
- pass with property in will, 2/5
- release from, 14/7, 14/8
- See also* Creditors; Liabilities; Loans; Promissory notes

## Debt-to-income ratios, 6/9, 6/10

## Declaration of Legal Name Change, 13/4-5, Appendix B Form 90

## Deed of trust

- defined, 5/9
- as security for loan, 5/9, 15/4

Defective product. *See* Consumer complaint; Warranties

## Deferred interest, on mortgage, 6/10

## Demand letters

- to collection agency, to cease contact, 10/8, Appendix B Form 77
- for damages for excessive calls, 11/6, Appendix B Form 82
- to online auction seller, 14/3, Appendix B Form 92
- for overdue payment on loan, 5/11, Appendix B Form 47
- for payment on bad check, 5/11-12, Appendix B Form 48
- to resolve dispute, 14/2-3, Appendix B Form 91
- for return of security deposit, 4/8-9, Appendix B Form 32
- wording of, 14/2-3

Direct marketers. *See* Junk mail

## Disabled persons

- as beneficiaries of will, 2/4
- lease termination by, 4/5

## Discrimination, in rentals, 4/3

## Dispute

- arbitration or mediation of, Intro/7-9, 14/2
- credit card charges, 10/8-9, Appendix B Form 76
- credit report entry, 10/7-8, Appendix B Form 75
- online resolution services, 14/3
- settlement with release, 14/2, 14/6-9, Appendix B Forms 95-100

## Dispute Credit Card Charge, 10/8-9, Appendix B Form 76

## Dispute Incorrect Credit Report Entry, 10/7-8, Appendix B Form 75

## Dispute resolution clause, Intro/8-9

## Dog, bill of sale for, 7/4, Appendix B Form 60

## Domestic partners, registration as, 13/2-3

## Domestic workers, 12/2-6, Appendix B Forms 83-86

## "Do not call" lists, 11/2, 11/5-6, Appendix B Form 81

## "Do not call" registries, 11/2-6

## "Do not write" list, 11/4

## Door-to-door sales contracts, notice to cancel, 15/4-5, Appendix B Form 103

## Durable power of attorney, 1/7

**E**

## EIN (employee identification), 12/3

## Elder care, 12/2-3, 12/6, Appendix B Form 85

## Electrical work, 9/2, 9/3

- Employee  
 household, 12/2-3  
 vs. independent contractor, 9/3, 12/2
- Employee identification number (EIN), 12/3
- Estate planning, 2/2-7  
 basic methods of, 2/2  
 Beneficiary Worksheet, 2/2-3, Appendix B Form 12  
 Nolo resources on, 2/4  
 Property Worksheet, 2/2, Appendix B Form 11  
 Will Codicil, 2/7, Appendix B Form 15  
 Will for Adult With Child(ren), 2/5-7, 2/6-7,  
 Appendix B Form 14  
 Will for Adult With No Child(ren), 2/5, Appendix  
 B Form 13
- Executor  
 added to homeowner's insurance, 3/5  
 added to vehicle insurance, 3/5-6  
 documents for use of, 3/2-6, Appendix B Forms  
 16-22  
 naming in will, 2/3, 2/5
- Expenses  
 daily record, 10/2, Appendix B Form 67  
 of home buyer, 6/5
- F**
- Fair Credit Reporting Act, 10/6, 10/7, 11/2
- Fair Debt Collection Practices Act, 10/8
- Fair market value, 8/3
- Family Educational Rights and Privacy Act (FERPA),  
 15/6
- Family Financial Statement, 6/4-6, Appendix B Form  
 52
- Family pot trust, 2/7
- Farm machinery, sale of, 7/2
- Federal Communications Commission, contact info,  
 11/3
- Federal Consumer Protection Office, contact  
 information, 11/3
- Federal Trade Commission (FTC)  
 contact information, 11/3  
 Cooling-Off Rule, 15/4-5  
 identity theft report to, 15/8, Appendix B Form 106
- FICA taxes, for household employee, 12/2, 12/3
- Final arrangements document, 1/7
- Finances. *See* Budget; Income; Loans; Power of  
 attorney for finances
- Financial institutions  
 credit checks with, 5/2  
 power of attorney and, 1/8, 1/10  
 stop payment notice, for check, 10/6, Appendix  
 B Form 73  
*See also* Banks
- Financial statement, of home buyer, 6/4-6,  
 Appendix B Form 52
- Fixed rate loan, 5/3
- Fixed rate mortgage, 6/9, 6/10
- Fixed-Term Residential Lease, 4/3-5, Appendix B  
 Form 25  
*See also* Lease
- Foreign travel with minor, authorization for, 1/3-4,  
 Appendix B Form 3
- Forms  
 adding dispute resolution clause, Intro/8-9  
 attachments to, Intro/4, Intro/5  
 on CD-ROM, Intro/3, Appendix A/2-5  
 as contracts, Intro/2-3  
 describing people, property, and events, Intro/6  
 editing, Intro/3-5, Appendix A/3-4  
 filling in, Intro/3, Intro/6  
 signing, Intro/5, Intro/6-7  
 tear-out, Intro/3, Intro/4, Intro/5, Appendix B  
*See also* Contracts
- Funding the loan, 6/9, 6/10
- FUTA (Federal Unemployment Tax Act), 12/2
- G**
- Gardening work  
 by employee, 12/6  
 by independent contractor, 9/3, Appendix B  
 Form 64
- Gay couples, 13/2  
*See also* Unmarried couples
- General Bill of Sale, 7/4, Appendix B Form 59
- General Mutual Release, 14/8, Appendix B Form 96
- General Notice of Death, 3/4, Appendix B Form 19
- General Release, 14/7, Appendix B Form 95
- Gift, tax-free, 10/5
- Government agencies  
 for consumer fraud complaints, 15/2-3  
 for marketing complaints, 11/3, 11/5
- Grace period, for loan payment, 5/3
- Guarantees. *See* Warranties

Guardian of child  
 naming in will, 2/4, 2/6  
 temporary, 1/2-3, Appendix B Form 1

## H

Handyman job, 9/3, Appendix B Form 64  
 “Hard close,” of credit account, 10/5  
 Hauling job, 9/3, Appendix B Form 64  
 Health care directive, 1/7  
 Health club membership, canceling, 15/4  
 Home equity line of credit, terminating, 10/6  
 Home equity loan, canceling, 15/4  
 Home health aide, 12/6  
 Home improvement loan, canceling, 15/4  
 Home Maintenance Agreement, 9/3, Appendix B Form 64  
 Homeowners’ association  
 approval for home repairs, 9/3  
 monthly fee, 6/7  
 Homeowner’s insurance  
 for home buyer, 6/7, 6/10  
 notice of claim, 15/3  
 notice of death sent to, 3/5, Appendix B Form 21  
 Home repairs, 9/2-5, Appendix B Forms 65-66  
 House  
 joint ownership, 13/4  
 maintenance and repairs, 9/2-5, Appendix B Forms 64-66  
 rental of, 4/2-9, Appendix B Forms 23-32  
 as security for loan, 5/9, 15/4  
*See also* House buying; Mortgages; Real estate  
 House buying, 6/2-11  
 carrying costs, 6/6-8, 6/9, 6/10, Appendix B Form 53  
 comparing houses, 6/4, Appendix B Form 51  
 comparing mortgages, 6/8-9, Appendix B Form 54  
 financial statement for, 6/4-6, Appendix B Form 52  
 moving checklist, 6/11, Appendix B Form 55  
 preferences, determination of, 6/2-4, Appendix B Forms 49-50  
 web resources, 6/2  
 House Comparison Worksheet, 6/4, Appendix B Form 51  
 Household workers, 12/2-6, Appendix B Forms 83-86  
 Housekeeping Services Agreement, 12/6, Appendix B Form 86  
 House Priorities Worksheet, 6/3-4, Appendix B Form 50

Housesitting Instructions, 1/4, Appendix B Form 4  
 Hybrid mortgage loans, 6/9, 6/10

## I

IDEA (Individuals with Disabilities Act), 15/5-6  
 Ideal House Profile, 6/2-3, Appendix B Form 49  
 Identity theft, 10/7, 15/7-9, Appendix B Form 106  
 Identity Theft Worksheet, 15/7-9, Appendix B Form 106  
 IEP (Individualized Education Program), 15/5-6  
 Implied warranty of merchantability, 14/4  
 Impound account, 6/8, 6/10  
 Incapacity, durable power of attorney and, 1/7  
 Income  
 assignment of rights to, 10/4-5, Appendix B Form 71  
 of home buyer, 6/5  
 monthly record, 10/2-3, Appendix B Form 68  
 Indemnification clause, in power of attorney, 1/7  
 Independent contractor, vs. employee, 9/3, 12/2  
 Individualized Education Program (IEP), 15/5-6  
 Individuals with Disabilities Act (IDEA), 15/5-6  
 Injury  
 notice of insurance claim, 15/3-4, Appendix B Form 102  
 release for, 14/8, Appendix B Form 99  
*See also* Accidents  
 Insurance claim  
 for benefits after a death, 3/2  
 notice of, 15/3-4, Appendix B Form 102  
 worksheet for, 14/5-6, Appendix B Form 94  
 Insurance coverage  
 credit insurance, 5/3  
 denial of, Credit report and, 10/6  
 homeowner’s. *See* Homeowner’s insurance  
 of home repair contractor, 9/4  
 motor vehicle, notice of death, 3/5-6, Appendix B Form 22  
 Interest advances, 6/10

## J

Joint account, notice to terminate, 10/5-6, Appendix B Form 72  
 Joint and several liability, 5/6  
 Joint ownership, of real estate, 2/2, 2/3, 13/4  
 Joint purchase, agreement for, 13/3-4, Appendix B Form 88

Junk mail, 11/2

Notice to Add or Retain Name, 11/5, Appendix B Form 79

Notice to Remove Name From List, 11/3-5, Appendix B Form 78

## L

Landlord-Tenant Agreement to Terminate Lease, 4/5-6, Appendix B Form 27

Landlord-Tenant Checklist, 4/6-7, Appendix B Form 29

Landlord-tenant law *See* Tenant-landlord law

Land records office

filing power of attorney, 1/13

recording deed of trust, 5/9

Late fee, for loan payment, 5/3

Lawsuit

against telemarketer, 11/5, 11/6

alternatives to, Intro/7-9, 14/2, 14/6-7

for bad check, 5/12

for construction defects, 9/5

on credit report, 10/6, 10/7

in landlord-tenant dispute, 4/4

promissory note and, 5/4, 5/6, 5/12

*See also* Small claims court

Lawyer

fees of, in dispute over promissory note, 5/6

need for, Intro/4, Intro/9

Lease

assignment of, consent form for, 4/6, Appendix B Form 28

federal laws on, 4/5

fixed-term, 4/3-5, Appendix B Form 25

state laws on, 4/4, 4/5

termination agreement, 4/5-6, Appendix B Form 27

*See also* Rental agreement

Legal dispute. *See* Dispute

Lender qualification, 6/7, 6/10

Liabilities

statement of, 6/4, 6/6, 10/4, Appendix B Form 70

*See also* Debts; Loans

Liens, sale of property and, 7/2

Living together, 13/2-4, Appendix B Form 87-89

Living trust, software for creation of, 1/7

Loan application fee, 5/3

Loan Comparison Worksheet, 5/2, Appendix B Form 33

Loan costs, for mortgage, 6/9, 6/10

Loan discounts, 5/3

Loan of vehicle, authorization to drive, 1/6

Loans

collateral for, 5/3, 5/4, 5/8-10, 15/4, Appendix B Forms 42-45

comparison worksheet, 5/2, Appendix B Form 33

cosigner, 5/3, 5/8, Appendix B Form 41

credit record and, 5/2, 5/3, 10/6

forgiven at death, 2/3

lump sum payment calculation, 5/7

monthly payment calculation, 5/6, 5/7

monthly payment record, 5/4, Appendix B Form 35

net worth statement and, 10/4

overdue payment, demand letter, 5/11, Appendix B Form 47

promissory notes for. *See* Promissory notes

terminology of, 5/3, 5/6

*See also* Creditors; Debts; Liabilities; Mortgages

Lock-in, of mortgage rate, 6/10

## M

Mailing lists, getting off of, 11/2, 11/3-5, Appendix B Form 78

Maintenance agreement, for home, 9/2, 9/3, Appendix B Form 64

Margin, of mortgage loan, 6/10

Married couple. *See* Spouse

Mediation, Intro/7-8, Intro/9

demand letter and, 14/2

Medical directives, 1/7

Medical treatment

for child, authorization of, 1/2, 1/3, 1/4,

Appendix B Form 2

for pet, caregiver agreement, 1/5

Membership, cancellation notice, 15/5, Appendix B Form 104

military personnel, lease termination by, 4/5

Minimum wage, for household employee, 12/2-3

Minor. *See* Child(ren)

Mobile homes, stationary, 7/2

Monthly Budget, 10/3-4, Appendix B Form 69

Monthly carrying costs

debt-to-income ratios and, 6/9

defined, 6/10

worksheet for, 6/6-8, Appendix B Form 53

Monthly income, 10/2-3, Appendix B Form 68  
of home buyer, 6/5

Monthly payments on loan  
calculating, 5/6, 5/7  
record of, 5/4, Appendix B Form 35

Month-to-month tenancy  
rental agreement, 4/3-5, Appendix B Form 26  
tenant's notice to move, 4/7-8, Appendix B Form 31

Mortgages  
comparing rates and terms, 6/8-9, Appendix B Form 54  
death notice sent to mortgage company, 3/3, Appendix B Form 17  
monthly carrying costs, 6/6-8, 6/9, 6/10, Appendix B Form 53  
monthly payment, 6/7  
on property in will, 2/5  
second, canceling, 15/4  
as security for loan, 5/8  
terminology of, 6/10  
*See also* House buying

Motorcycle. *See* Motor vehicle

Motor vehicle  
authorization to drive, 1/6, Appendix B Form 7  
bill of sale, 7/2-3, Appendix B Form 56  
as collateral for loan, 5/9, 5/10  
insurance, notifying company about death, 3/5-6, Appendix B Form 22  
joint ownership, 13/4  
name change and, 13/5  
ownership history, researching, 7/2  
*See also* Car accident

Moving  
checklist for, 6/11, Appendix B Form 55  
tenant's notice of moving out, 4/7-8, Appendix B Form 31

Mutual release  
of contract claims, 14/9, Appendix B Form 100  
general, 14/8, Appendix B Form 96

## N

Name change, declaration of, 13/4-5, Appendix B Form 90

Names, how to enter on forms, Intro/6

National Association of Attorneys General, contact information, 11/3

National Directory of New Hires, 12/3

Negative amortization, 6/10

Negotiation, to resolve dispute, Intro/7

Neighbor disputes, release for damage, 14/8, Appendix B Form 97

Net worth, statement of, 10/4, Appendix B Form 70

New Hire Reporting Form, 12/3

Notarization, Intro/6-7  
*See also* instructions for specific forms

Notice of Insurance Claim, 15/3-4, Appendix B Form 102

Notice of Needed Repairs, 4/7, Appendix B Form 30

Notice of Revocation of Power of Attorney, 1/13-14, Appendix B Form 10

Notice of Termination of Personal Property Rental Agreement, 8/2-3, Appendix B Form 62

Notice to Add or Retain Name but Not Sell or Trade It, 11/5, Appendix B Form 79

Notice to Cancel Certain Contracts, 15/4-5, Appendix B Form 103

Notice to Creditor of Death, 3/3, Appendix B Form 17

Notice to Deceased's Homeowner's Insurance Company, 3/5, Appendix B Form 21

Notice to Deceased's Vehicle Insurance Company, 3/5-6, Appendix B Form 22

Notice to Put Name on Company's "Do Not Call" List, 11/6, Appendix B Form 81

Notice to Remove Name From List, 11/3-5, Appendix B Form 78

Notice to Stop Payment of Check, 10/6, Appendix B Form 73

Notice to Stop Social Security Payments After a Death, 3/3-4, Appendix B Form 18

Notice to Terminate Joint Account, 10/5-6, Appendix B Form 72

## O

Obituary Information Fact Sheet, 3/4-5, Appendix B Form 20

Online auction. *See* Auction, online

Online dispute resolution services, 14/3

Online purchases, warranties on, 14/4

Oral contracts  
breach of, release of claims, 14/9  
between unmarried couples, 13/2  
validity of, Intro/2

- Overdue Payment Demand, 5/11, Appendix B Form 47
- Overtime pay, for household employee, 12/2-3
- P**
- Painting job, 9/2, 9/3
- Palimony cases, 13/2
- PDF files, of forms, Appendix A/2, Appendix A/4-5
- Permits, for home repairs, 9/2, 9/3, 9/4
- Personal injury
  - notice of insurance claim, 15/3-4, Appendix B Form 102
  - release for, 14/8, Appendix B Form 99*See also* Accidents
- Personal representative. *See* Executor
- Pets
  - agreement for care of, 1/5-6, Appendix B Form 6
  - bill of sale for dog, 7/4, Appendix B Form 60
- PITI (principal, interest, taxes, insurance), 6/7
- Plumbing, 9/2, 9/3
- PMI (private mortgage insurance), 6/7, 6/8, 6/9, 6/10
- Points, 5/3, 6/9, 6/10
- police report, identity theft and, 15/8, Appendix B Form 106
- postal inspector, identity theft report to, 15/8, Appendix B Form 106
- Power of attorney for finances, 1/6-14
  - beginning/ending of, 1/7
  - conventional (limited power), 1/6-8, Appendix B Form 8
  - durable, 1/7, 1/8
  - public record of, 1/8, 1/12-13
  - for real estate (conventional), 1/6, 1/8, 1/10-13, Appendix B Form 9
  - revoking, 1/7, 1/8, 1/13-14, Appendix B Form 10
  - witnesses to, states requiring, 1/9
- Prenuptial agreements, 13/2
- Prepayment penalty
  - on loan, 5/3
  - on mortgage, 6/10
- Principal, for power of attorney, 1/6, 1/10-11
- Printing the forms, Appendix A/4-5
- Privacy Rights Clearinghouse, 11/2
- Private mortgage insurance (PMI), 6/7, 6/8, 6/9, 6/10
- Probate
  - avoiding, 2/2, 2/4
  - executor and, 2/5, 3/2, 3/3
  - notifying creditors, 3/3
- Promissory notes, 5/4-8, Appendix B Forms 36-40
  - assignment of rights under, 10/4-5, Appendix B Form 71
  - cosigner provision, 5/8, Appendix B Form 41
  - installments with interest, 5/6, Appendix B Form 36
  - installments with interest and balloon payment, 5/6-7, Appendix B Form 37
  - installments without interest, 5/7, Appendix B Form 38
  - for loan to married couple, 5/5
  - lump sum with interest, 5/7-8, Appendix B Form 39
  - lump sum without interest, 5/8, Appendix B Form 40
  - modifying, 5/11, Appendix B Form 46
  - need for, 5/4
  - overdue payment on, 5/11, Appendix B Form 47
  - purchased from original lender, 5/6, 5/10
  - security agreement for, 5/8-10, Appendix B Form 42
  - signing, 5/4-5
  - terminology of, 5/6
- Property
  - assignment of rights to, 10/4-5, Appendix B Form 71
  - bill of sale for, 7/2-4, Appendix B Forms 56-60
  - describing on forms, Intro/6, 2/5
  - rental agreement, personal property, 8/2, Appendix B Form 61
  - rental agreement termination, Appendix B Form 62
  - of unmarried couple, 13/2-4, Appendix B Form 87-89*See also* Assets; Estate planning; Real estate
- Property damage
  - from auto accident, release for, 14/8, Appendix B Form 98
  - to real estate, release for, 14/8, Appendix B Form 97
  - security deposit and, 4/6
- Property guardian, for child, 2/6
- Property taxes, of home buyer, 6/7, 6/10
- Property Worksheet, 2/2, Appendix B Form 11
- Public assistance recipients, credit report for, 10/7
- Public records office
  - filing power of attorney, 1/8, 1/13
  - recording deed of trust, 5/9



**R**

Rate lock-in, 6/10

Real estate

beneficiary for, 2/3

as collateral for loan, 5/9, 15/4

damage to, release for, 14/8, Appendix B Form 97

joint ownership, 2/2, 2/3, 13/4

mobile homes, stationary, 7/2

and nonpermitted contractor work, 9/3

power of attorney and, 1/6, 1/8, 1/10-13,  
Appendix B Form 9

*See also* House; Mortgages; Rental

Receipt. *See* Bill of sale

Recreational vehicle. *See* Motor vehicle

Refund

after canceling contract, 15/4

consumer fraud and, 15/2

under warranty, 14/3-5, Appendix B Form 93

Release. *See*, 14/7

Release of Security Interest, 5/10-11, Appendix B  
Form 45

Release of U.C.C. Financing Statement, 5/10-11,  
Appendix B Form 45

Releases to settle disputes, 14/6-9, Appendix B  
Forms 95-100

for auto accident property damage, 14/8,  
Appendix B Form 98

enforcement of, 14/9

general, 14/7, Appendix B Form 95

general and mutual, 14/8, 14/9, Appendix B  
Form 96, Appendix B Form 100

overview of, 14/6-7

for personal injury, 14/8, Appendix B Form 99

for real estate property damage, 14/8, Appendix  
B Form 97

Releasor, 14/7

Remodeling, 9/2, 9/3, 9/4

Rental

of personal property, 8/2-3, Appendix B Forms  
61-62

of residence, 4/2-9, Appendix B Forms 23-32  
*See also* Rental agreement

Rental agreement, 4/3-5, Appendix B Form 26

tenant's notice to move, 4/7-8, Appendix B Form 31  
*See also* Lease

Rental Application, 4/3, Appendix B Form 24

Rent control, 4/4

Repairs

to home, 9/2-5, Appendix B Forms 65-66

to rental property, notice for, 4/7, Appendix B  
Form 30

under warranty, 14/3-5, Appendix B Form 93

Replacement value, 8/3

Request for Credit Report, 10/6-7, Appendix B Form  
74

Request for Death Certificate, 3/2-3, Appendix B  
Form 16

Request for Refund or Repair of Goods Under  
Warranty, 14/3-5, Appendix B Form 93

Request to Begin Special Education Process, 15/5-7,  
Appendix B Form 105

Residence. *See* House

Residuary beneficiary(ies), 2/3, 2/5

Retirement funds

as asset, 6/6

beneficiary for, 2/3

Rights, assignment of, 10/4-5, Appendix B Form 71  
releases and, 14/7

RTF files, of forms, Appendix A/2-4

**S**

Sale of property. *See* Bill of sale

Sales contracts, notice to cancel, 15/4-5, Appendix  
B Form 103

Second mortgage, canceling, 15/4

Security agreements, 5/8-10, Appendix B Forms 42-45  
*See also* Collateral

Security deposit

checklist and, 4/6

demand for return of, 4/8-9, Appendix B Form 32  
state laws on, 4/3-4, 4/8

suing in small claims court, 4/8, 4/9

Separate property, of unmarried couple, 13/2-3,  
Appendix B Form 87

Shared property, of unmarried couple, 13/4,  
Appendix B Form 89

Signing forms, Intro/6-7

attachments, Intro/5

*See also* instructions for specific forms

Slip and fall

claims worksheet, 14/5-6, Appendix B Form 94

notice of insurance claim, 15/3-4, Appendix B  
Form 102

- Small claims court  
to enforce a release, 14/9  
suing for security deposit, 4/8, 4/9  
suing telemarketers, 11/5  
*See also* Lawsuit
- Social Security  
stopping payments after death, 3/3-4, Appendix B Form 18  
taxes for household employees, 9/3, 12/2, 12/3
- Software, bill of sale for, 7/3
- Special education, request to begin, 15/5-7, Appendix B Form 105
- Spouse  
as attorney-in-fact, divorce and, 1/7  
as beneficiary, 2/3, 2/5  
in community property states, 5/5, 14/7  
as executor, 2/5  
joint account with, termination of, 10/5-6, Appendix B Form 72  
release is binding on, 14/7  
signature of, generally, Intro/7  
signature of, on promissory note, 5/5
- Statement of Assets and Liabilities, 10/4, Appendix B Form 70
- Stepparent, authorization to make decisions for child, 1/2
- Stock brokers, power of attorney and, 1/8
- Stop payment notice, for check, 10/6, Appendix B Form 73
- Storage Contract, 8/3, Appendix B Form 63
- Subscription, cancellation notice, 15/5, Appendix B Form 104
- Suit. *See* Lawsuit
- T**
- Taxes  
assignment of rights and, 10/5  
child care tax credit, 12/3  
for household employees, 12/2, 12/3  
interest-free loans and, 5/7, 5/8
- Telemarketers, 11/2-6, Appendix B Forms 78-82
- Telemarketing and Consumer Fraud and Abuse Prevention Act, 11/2
- Telemarketing Phone Call Log, 11/5, Appendix B Form 80
- Telephone Consumer Protection Act, 11/2, 11/5, 11/6
- Temporary Guardianship Authorization for Care of Minor, 1/2-3, Appendix B Form 1
- Tenant  
checklist for finding apartment, 4/2-3, Appendix B Form 23  
checklist for inspecting unit, 4/6-7, Appendix B Form 29  
notice of intent to move, 4/7-8, Appendix B Form 31  
rental application, 4/3, Appendix B Form 24  
*See also* Lease; Rental agreement
- Tenant-landlord law  
federal laws, 4/5  
state laws, 4/4, 4/7-8  
*See also* Lease; Rental agreement
- Testator, defined, 2/4
- Time limits, for mortgage loans, 6/9, 6/10
- Travel  
foreign travel with minor, authorization, 1/3-4, Appendix B Form 3  
housesitting instructions, 1/4, Appendix B Form 4
- Truck. *See* Motor vehicle
- Trusts, for children and young adults, 2/7
- Truth in Lending Act, 15/4
- Two-step fixed rate mortgage, 6/9, 6/10
- U**
- U.C.C. Financing Statement, 5/8, 5/9, 5/10, 5/11-12, Appendix B Form 44  
release of, 5/10-11, Appendix B Form 45
- Unemployment  
compensation, for household employee, 12/2  
credit report request during, 10/7
- Uniform Commercial Code (U.C.C.). *See* U.C.C. Financing Statement
- Uniform Transfers to Minors Act (UTMA), 2/6
- Unmarried couples, 13/2-5, Appendix B Form 87-90
- Used car, bill of sale for, 7/2-3, Appendix B Form 56
- U.S. Postal Service, identify theft report to, 15/8
- V**
- Vehicle. *See* Motor vehicle
- Vehicle identification number (VIN), 7/2
- Veterinary care, authorizing friend to make decisions, 1/5



## W

### Warranties

- basic rules for, 14/3-4
- in bill of sale, 7/2
- implied, 14/4
- request for refund or repair under, 14/3-5, Appendix B Form 93

### Warranty cards, used for marketing, 11/4

### Wills

- for adult with child(ren), 2/5-7, 2/6-7, Appendix B Form 14
- for adult with no child(ren), 2/5, Appendix B Form 13
- beneficiary worksheet for, 2/2-3, Appendix B Form 12
- codicil to, 2/7, Appendix B Form 15

- consequences of not having, 2/2
- overview of, 2/3-5
- property worksheet for, 2/2, Appendix B Form 11
- software for creation of, 1/7
- valid, 2/4

### Witnesses to accident, 14/5

### Witnesses to signatures, Intro/6

### Word processing files, of forms, Appendix A/2-4

### Workers' compensation, for household employee, 12/2, 12/3

## Y

### Yard work

- by employee, 12/6
- by independent contractor, 9/3, Appendix B Form 64 ■

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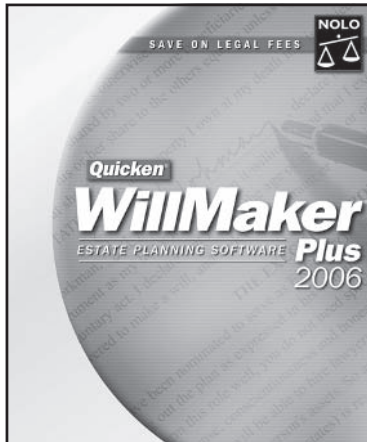




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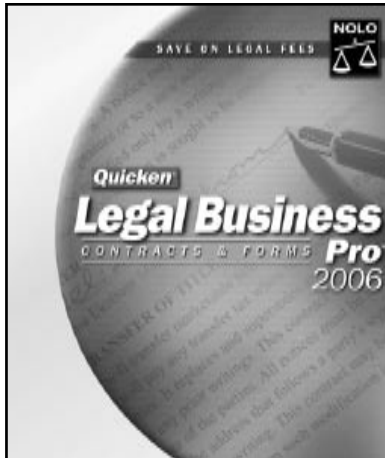
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