

Accounting Services Agreement

_____, referred to as ACCOUNTANT, and _____, referred to as CLIENT, agree:

ACCOUNTANT shall furnish accounting services to CLIENT, to be billed monthly at the standard rates for ACCOUNTANT and staff. The following services shall be provided by ACCOUNTANT:

It is specifically agreed that the services to be rendered by the ACCOUNTANT shall not exceed \$_____ in total billings during the first 12 months that services are rendered without the prior written approval of CLIENT, and ACCOUNTANT is specifically required to cease rendering services when the amount specified above is reached.

As a sign of good faith, CLIENT will advance ACCOUNTANT \$_____ towards the first bill.

Dated: _____

CLIENT

ACCOUNTANT

Enc. Extra Copy for Signature

Accounting Services Agreement

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This accounting services agreement should be signed in order to commit both the party and the service provider to the terms of your oral agreement. A signed agreement eliminates a number of potential problems for both parties.

1. Make multiple copies. Have both parties sign both, with each retaining one. By and large, accountants are the easiest and most amiable people and organizations to deal with. Nevertheless, it is still a good practice to have your agreement in writing.
2. As an accountant, you are well advised to get this simple signed agreement from a prospective client. You may also want to include a small advance. This is not an unreasonable request as long as it is small and related to the first assignment.

Ad or other Media Agency Agreement

This Agency Agreement ("Agreement") is made and effective this _____ (Date), by and between ("Agency") and _____ (Your Firm) ("Media User").

Agency is in the business of providing media agency services for a fee.

Media User desires to engage Agency to render, and Agency desires to render to Media User, certain Agency services, all as set forth.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties hereto agree as follows:

1. Engagement.

Media User engages Agency to render, and Agency agrees to render to Media User, services in connection with Media User's planning, preparing and placing of advertising and other media services for certain of Media User's products as follows:

A. Analyze Media User's current and proposed products and services and presentations and potential markets.

B. Create, prepare and submit to Media User for its prior approval advertising ideas, media suggestions, and other such related programs.

C. Prepare and submit to Media User for its prior approval estimates of costs and expenses associated with proposed advertising ideas and programs prior to any such implementation or financial commitment.

D. Design and prepare, or arrange for the design and preparation of advertisements, public relations, and other such materials.

E. Perform such other services as Media User may request from time to time such as, but not limited to, direct mail ad preparations, speech writing, publicity and public relations work, market research and analysis, and other similar and related activities.

F. Order advertising space, time or other means to be used for publication of Media User's advertisements, at all times endeavoring to secure the most efficient and advantageous rates available. All such activities to be approved in advance by the Media User unless otherwise written and stipulated.

G. Proof for accuracy and completeness of insertions, displays, broadcasts, or other forms of advertisements.

H. Audit invoices for proper and agreed upon space, time, material preparation and charges.

2. Products.

Agency's engagement shall relate to the following products and services of Media User:

3. Exclusivity.

Agency shall be the Agency in the United States and worldwide for Media User with respect to the products described in Section 2 above, unless otherwise specified in this section:

4. Compensation.

A. Agency shall receive an amount equal to ____ percentage of the gross charges levied by media for advertising placed by Agency pursuant to this Agreement; and after volume discount, of the charges of suppliers of services or properties, such as finished art, comprehensive layouts, type composition, photostats, engravings, printing, radio and television programs, talent, literary, dramatic and musical works, records and exhibits, purchased by Agency on Media User's authorization during the term of this Agreement; provided that: No percentage will be added to Agency charges for packing, shipping, express, postage, telephone, telex, fax, travel expenses and other out of pocket expenses of Agency personnel.

B. For those items where Agency is not compensated on a commission basis, Media User shall pay Agency on an hourly basis for services provided hereunder. The rate will be determined by the type of services provided and the person or persons providing such services, but in no event shall the rate exceed _____ per hour. Media User may elect in advance to be charged on this hourly rate basis. If Media User fails to notify Agency of its choice, it shall be presumed that Media User elected to be charged on a percentage basis.

C. In the event that Agency undertakes, at Media User's request subject to Media User's prior approval, special projects such as those described in Section I.F above, Agency shall prepare an estimate of total charges for any such special project in advance, including any charges for materials or services purchased from outside vendors. In the event that Media User elects to proceed with the special project based upon Agency's estimated cost, Agency shall perform the services with respect to such special project at its estimated cost, subject to modification as mutually agreed by the parties.

D. For any special project or other services provided by Agency pursuant to this Agreement upon which the parties have not agreed as to charges, Media User shall pay Agency at its regular percentage rates, as stated in Section 4.A above.

E. Media User shall not be obligated to reimburse Agency for any travel or other out-of-pocket expenses incurred in the performance of services pursuant to this Agreement unless expressly agreed by Media User in advance.

5. Billing.

A. Agency shall invoice Media User for all media costs where possible in advance of Agency's payment date to allow for prepayment by the Media User so that Media User may receive the benefit of any available prepayment or similar discount. For any media purchase or service for which Agency is not entitled to a commission, Agency shall ensure that the charges to Media User are net of all agency commissions and discounts.

B. Charges for production materials and services shall be billed by Agency upon completion of the production job or, if cash discounts are available, upon receipt of the supplier's invoice.

C. On all outside purchases other than for media, Agency shall attach to the invoice evidence of the supplier's charges.

D. All cash discounts on Agency's purchases including, but not limited to, media, art, printing and mechanical work, shall be available to Media User, provided that Media User meets Agency's requisite billing terms and there is no outstanding undisputed indebtedness of Media User to Agency at the time of the payment to the supplier.

E. Rate or billing adjustments shall be credited or charged to Media User on the next regular invoice date or as soon thereafter as otherwise practical.

F. Invoices shall be submitted in an itemized format and shall be paid by Media User within sixty (60) days of the invoice date.

6. Competitors.

During the term of this Agreement, Agency shall not accept employment from, render services to, represent or otherwise be affiliated with any person, firm, corporation or entity in connection with any product or service directly or indirectly competitive with or similar to any product or service of Media User with respect to which the Agency is providing any service pursuant to this Agreement, without the advance approval of the Media User. Media User shall not unreasonably withhold this approval.

7. Cost Estimates.

Agency shall not initiate billable work on any project pursuant to this Agreement without first estimating costs for preparation, including copy, service, layout, art, engraving, typography, processing, paste up and production. After determining the estimated cost, completion of the work shall be subject to Media User's prior approval.

8. Audit Rights.

Agency agrees that following reasonable prior notice any and all contracts, agreements, correspondence, books, accounts and other information relating to Media User's business or this Agreement shall be available for inspection by Media User and Media User's outside accountants, at Media User's expense and during the normal business hours of the Agency.

9. Ownership and Use.

A. Agency shall insure, to the fullest extent possible under law, that Media User shall own all right, title and interest in and to, including copyrights, trade secret, patent and other intellectual property rights, with respect to any copy, photograph, advertisement, music, lyrics, video, or other work or thing created by Agency or at Agency's direction for Media User pursuant to this Agreement and utilized by Media User.

B. Upon termination, Media User agrees that any advertising, merchandising, package, plan or idea prepared by Agency and submitted to Media User (whether submitted separately or in conjunction with or as a part of other material) which Media User has elected not to utilize, shall remain the property of Agency, unless Media User has paid Agency for its services in preparing such item. Media User agrees to return to Agency any copy, artwork, plates or other physical embodiment of such creative work relating to any such idea or plan which may be in Media User's possession at termination or expiration of this Agreement. Notwithstanding this, Media User has the unconditional right to pay for any of these materials or activities at the rate agreed upon in this Agreement and thereby these materials and activities would fall under the Section 9.A ownership and use rights accruing to Media User.

C. Materials and advertisements created by Agency pursuant to this Agreement may be used by Media User outside the United States without additional compensation, provided that Media User shall be responsible for any additional expense associated with such use, such as charges for translation and amounts due talent.

IO. Indemnification and Insurance.

A. Agency shall indemnify and hold Media User harmless with respect to any claims, loss, suit, liability or judgment suffered by Media User, including reasonable attorney's fees and costs, based upon or related to any item prepared by Agency or at Agency's direction, including, but not limited to, any claim of libel, slander, piracy, plagiarism, invasion of privacy, or infringement of copyright or other intellectual property interest, except where any such claim arises out of material supplied by Media User and incorporated into any materials or advertisement prepared by Agency. Agency agrees to procure and maintain in force during the term of this Agreement, at Agency's expense, an Agency liability policy or policies having a minimum limit of at least _____, naming Media User as an additional insured and loss payee under such policy or policies.

B. Media User agrees to indemnify and hold Agency harmless with respect to any claims, loss, liability, damage or judgment suffered by Agency, including reasonable attorney's fees and court costs, which results from the use by Agency of any material furnished by Media User or where material created by Agency or at the direction of Agency subject to the indemnification in subsection A. above is materially changed by Media User. Information or data obtained by Agency from Media User to substantiate claims made in advertising shall be deemed to be "material furnished by Media User to Agency."

C. In the event of any proceeding, litigation or suit against Media User by any regulatory agency or in the event of any court action or other proceeding challenging any advertising prepared by Agency, Agency shall assist in the preparation of the defense of

such action or proceeding and cooperate with Media User and Media User's attorneys.

11. Term.

The term of this Agreement shall commence on _____ and shall continue in full force and effect until terminated by either party upon at least sixty (60) days prior written notice, provided that in no event (except breach) may this Agreement be terminated prior to _____. The rights, duties and obligations of the parties shall continue in full force during or following the period of the termination notice until termination, including the ordering and billing of advertising in media whose closing dates follow then such period.

12. Rights Upon Termination.

A. Upon termination of the Agreement, Agency shall transfer, assign and make available to Media User all property and materials in Agency's possession or subject to Agency's control that are the property of Media User, subject to payment in full of amounts due pursuant to this Agreement.

B. Upon termination, Agency agrees to provide reasonable cooperation in arranging for the transfer or approval of third party's interest in all contracts, agreements and other arrangements with advertising media, suppliers, talent and others not then utilized, and all rights and claims thereto and therein, following appropriate release from the obligations therein.

13. Default.

In the event of any default of any material obligation by or owed by a party pursuant to this Agreement, then the other party may provide written notice of such default and if such default is not cured within ten (10) days of the written notice, then the nondefaulting party may terminate this Agreement. In addition, the only damages collectible by Agency shall be the exact amounts due; no other damages, for any reason whatsoever, may be assessed against Media User including, but limited to, punitive damages and unreasonable termination charges, and any other such claim. This provision shall be broadly interpreted in the favor of the Media User by any Court of competent jurisdiction.

14. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by postage prepaid, or recognized overnight delivery services such as Federal Express.

If to Media User:

If to Agency:

15. Headings in this Agreement.

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

16. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

17. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of _____ and any dispute under this Agreement must be brought in this venue and in no other.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

Agency

Media User

Ad or Media Agency Agreement Review List

This review list is provided to inform you about the document in question and to assist you in completing it.

1. This Agreement is primarily of benefit to the Agency. As a result, you as the Media User should be able to exact substantially better terms for your company in return for making this medium or long-term agreement. Favorable terms should apply to getting as many extra services at no or minimal charges, as well as negotiating a favorable hourly or percentage rate. You should review this exercise as no different than in negotiating terms with any outside vendor when predictability, volume, and a long-term agreement are of substantial value to them with all of their customers.
2. If you can not obtain favorable terms, you should consider tabling the Agreement other than to assure that all materials involving them are out rightly owned by your company with no further payments due them. This Agreement has provisions that apply to this concern and can be extracted from it for your firm's benefit.
3. Each party should review the terms of the Agency Agreement to make sure you are both comfortable with all of the provisions, particularly concerning:
 - Agency's dealings with other companies
 - Media User's dealings with other agencies
 - Ownership of advertisements and other materials
4. As a practical matter, print at least two copies and have them signed in the original so both parties have an original for their records.
5. Laws do vary somewhat from state to state and are modified by both statute and legal precedent over time. This is always a good reason to have a lawyer review any agreement, including this one, for hidden problems.

Agreement Cancellation

Dear _____:

You are hereby officially notified and put on notice that our contract dated _____, termed the _____ Agreement is cancelled for cause as a result of your breaches, as described in the Agreement itself.

Among the breaches are the following:

You are further notified and put on notice as required by UCC regulations that any obligation to make further performance under the Agreement is terminated, and that the right to proceed against you because of your breach of the Agreement is not waived.

You are further notified that as a result of your breach of the Agreement, we have suffered damages in the amount of \$ _____, computed as follows:

We expect you will make good on these damages and will expect to receive them within the next 30 days. If this is not possible, please contact us to set up a payment schedule so we can avoid legal expenses on both sides.

Yours very truly,

Authorized Employee

Agreement Cancellation Review List

This review list is provided to inform you about the document in question and assist you in its preparation.

1. Prepare this letter and send it, along with the underlying contract, to your lawyer. Rarely does an agreement cancellation go uncontested. Since litigation takes an extended period of time, unless settled along the way, it is very expensive to act in haste and repent at leisure, as the old cliché goes. This letter is generally used as the initial tactic to get out of an agreement. You need to consult your lawyer, and a litigation lawyer if suggested by your lawyer, about the best way to proceed.
2. A buyer's right to cancel an agreement is determined by the contract itself and the law in general. The governing law in most states is the Uniform Commercial Code (UCC). Make sure that you are legally entitled to cancel the contract before sending this notice. You need to consult a lawyer to get proper answers to this question. In many cases, as one would expect, the answers are ambiguous. In those cases, you must weigh the business and legal ramifications of your decision; consulting with your attorney on this is usually a vital component of a satisfactory conclusion.
3. In summary, these kinds of letters tend to be tactical approaches to resolve a business situation. As a rule, no solution is satisfactory to both parties. You must try to seek out a solution that is the least painful and most acceptable to the parties. As we often say in our Negotiations Handbook CD, "It was a perfect compromise; both parties were equally unhappy with the result."

As is Sale, no Warranties

To: _____

Regarding: _____

Dated: _____

These goods are sold AS IS, WHERE IS, and WITHOUT UCC WARRANTY of any kind whatsoever. There are no warranties given by seller, express or implied as to these goods, including, but not limited to, warranties of merchantability, and the sale is final. The buyer has no right of return for any circumstances of any kind. The buyer has had an adequate opportunity to inspect the goods for faults prior to purchasing them.

Seller

Buyer

As is Sale, no Warranties

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This form should be used for all one time, "As Is" purchases, which usually relates to the acquisition of used equipment or materials of any kind. It is in the Seller's best interest to require the buyer to sign this statement. It may seem like overkill to use these forms even at garage sales, but it can do the Seller no harm to do so and can protect him or her if pursued by a buyer.

1. Make multiple copies. Give one to each signatory. Keep one with the transaction file.

Asset Purchase Agreement or Bulk Sale Agreement

This Asset Purchase Agreement or Bulk Sales Agreement (the "Agreement") is made and effective on ____ (Date), by and between ("Seller") _____ (Name & Address) and ("Buyer") _____.

Seller operates a business ("Business") under the name: _____.

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, certain assets of Seller used in the Business, subject to the terms of this Agreement.

Therefore the parties agree as follows:

1. Transfer of Assets.

At the Closing, subject to the terms of this Agreement, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of all liens, encumbrances, claims, charges, equities or imperfections of any nature, all contract rights, customer lists, leases, furniture, fixtures, equipment, trademarks, trade names, intellectual property, goodwill, materials, supplies, telephone numbers, business records, and other assets and properties owned or leased by Seller and used or useful in the Business and related operations, but excluding the following, if any: corporate stock records; any minute books or related corporate records; cash, accounts receivable and accounts payable; insurance policies; income tax refunds due; officer and shareholder loans due. The assets and properties to be transferred by Seller to Buyer shall include, without limitation:

- A. The furniture, fixtures and equipment listed in Exhibit A.
- B. Assignment of the lease or leases held by Seller, as lessee, regarding Seller's business location, a copy or copies of which is attached hereto as Exhibit B.
- C. The contracts, leases, licenses and other agreements identified on Exhibit C attached hereto.
- D. Such other of Seller's property and assets identified on Exhibit D attached hereto.
- E. Seller's inventory identified on Exhibit E attached hereto.

2. Transfer and Conveyance Documents.

Seller agrees to deliver to Buyer at the Closing such certificates, bills of sale, documents of title and other instruments of conveyance and transfer, in form and content satisfactory to Buyer, as shall be effective to vest in Buyer good and marketable title in and to any property to be sold, assigned, transferred, conveyed and delivered hereunder in this Agreement.

3. Payment.

Buyer shall pay Seller at the Closing the purchase price of \$_____ in certified funds as described below, in full payment for everything purchased from Buyer as described in this document. Buyer shall pay an additional amount at Closing for

Seller's inventory determined as follows: _____.

4. Allocation of Purchase Price.

The purchase price for the assets and properties referred to in Section 1 and for the covenant not to compete of Seller under Section 13, the assets shall be allocated as follows:

Assets referred to in Section 1. A.	\$ _____.
Lease referred to in Section 1. B.	\$ _____.
Items referred to in Section 1. C.	\$ _____.
Goodwill	\$ _____.
Items referred to in Section 1. D.	\$ _____.
Covenant not to compete – Sect. 13. A.	\$ _____.

This Agreement shall not be deemed or construed to be divisible by reason of allocating the purchase price with respect to separate categories of property. All of the terms, conditions and covenants in this Agreement shall be mutually interdependent.

5. No assumption of Liabilities.

Except as otherwise agreed expressly in writing, Buyer does not and shall not assume or agree to pay any of Seller's or, where applicable, any shareholder's, partner's, or member's, liabilities or obligations of any kind of nature. Seller and, where applicable, any shareholder, partner, or member, shall remain responsible and entirely liable for their respective debts and obligations.

6. Required Further Dealings between the Parties.

From time to time after the date of this Agreement, Seller shall give to Buyer, and to Buyer's representatives, auditors and counsel, full access to all of the properties, books, records, tax returns, contracts, licenses, franchises and all of the documents of Seller relating to the Business and shall furnish to Buyer all information with respect to the Business, as Buyer may from time to time reasonably request. Promptly following execution of this Agreement, Seller shall use Seller's best efforts to obtain all consents (if any, including, without limitation, consents of any government or governmental agency) necessary to effect the sale, assignment, transfer, conveyance and delivery contemplated by Section I hereof. From time to time after the Closing, at Buyer's request and without further consideration, Seller agrees to execute and deliver at Seller's expense such other instruments of conveyance and transfer and take such other action as Buyer reasonably may require more effectively to sell, assign, transfer, convey, deliver and vest in Buyer, and to put Buyer in possession of, any property to be sold, assigned, transferred, conveyed and delivered hereunder.

7. Closing.

- A. The payment of amounts due, delivery of documents and completion of other items related to the transfer of the Business and the assets purchased by Buyer ("Closing") shall be held on _____ (Date) at _____ (Time) at _____ (Location), or on such other date, and at such other time and place, as mutually agreed upon by the parties in writing.

- B. At the Closing:
- (i) Seller shall execute and deliver to Buyer the instruments of conveyance and transfer called for in Section 2 hereof,
 - (ii) Buyer shall deliver to Seller \$ _____ by certified or cashier's check.
- C. In the event that the Closing hereunder shall not be consummated on the date and time specified in this Section for any reason other than some act, omission or material breach by Buyer, this Agreement shall, at the sole option of Buyer, terminate. Any deposit previously paid by Buyer shall be promptly returned to Buyer and neither party hereto shall have any further obligation or liability to the other party hereto.

8. Representations and Warranties of Seller.

Seller represents and warrants to and covenants with Buyer, and Buyer's successors and assigns (which representations, warranties and covenants shall survive the Closing), as follows:

- A. Seller is a _____ duly organized, validly existing and in good standing under the laws of the State of _____ and is qualified as a foreign entity and in good standing in every state where required by the Business.
- B. Seller has full power and authority to execute and deliver the Agreement and to consummate the transactions contemplated hereby. The execution, delivery and consummation of this Agreement have been duly authorized and approved by such officers, directors, shareholders, partners and/or members of the Board as required by, and in accordance with, applicable laws and the instruments, agreements and documents controlling Buyer's governance.
- C. Seller has delivered to Buyer a list dated _____ of Seller's officers, directors, members, partners and/or shareholders, as appropriate, and Seller shall promptly notify Buyer of any change in its officers, shareholders, or directors on or before the Closing.
- D. The balance sheet ("Balance Sheet") of Seller prepared as of _____ and the income statement ("Income Statement") of Seller dated _____ are attached as Exhibit E. The Balance Sheet and Income Statement have been prepared as of _____. The Balance Sheet fairly presents the financial condition of Seller and reflects all assets, properties, debts and liabilities of Seller, fixed or contingent (including adequate provision for all taxes); and the Income Statement fairly presents the results of operations of Seller for the period which it covers. Seller has no liability as of the date of the Balance Sheet of any nature, whether accrued, absolute, contingent or otherwise, not disclosed, fully reflected or reserved against in the Balance Sheet.
- E. Except as otherwise disclosed by Seller in writing, as of the date of this Agreement, the assets and properties of Seller are not, and as of the Closing they will not be, subject to any liens, encumbrances, claims, clouds, charges, equities or imperfections of any nature.
- F. Neither the execution or delivery by Seller of this Agreement or the transactions contemplated hereby will: (i) result in the creation of any lien, security interest, or encumbrance upon any of the assets of Seller; (ii) violate any order, writ, injunction, decree, judgment, law, rule, regulation or ruling of any court or governmental authority applicable to Seller or any of its properties; or (iii) require any consent, approval or authorization of, or declaration, filing or

registration with, any governmental or regulatory authority.

G. Seller, and where applicable any shareholder, officer, director, member or partner, are in violation of, or under investigation with respect to, or have been charged with or given notice of, any violation of any applicable law, statute, order, rule, regulation, policy or guideline promulgated or judgment entered, by any federal, state or local court or governmental authority relating to or affecting the Business, Seller or any of Seller's assets.

H. Since the date of the Balance Sheet there has not been, and between the date hereof and the Closing Date there will not be, any materially adverse change in the financial condition, assets, liabilities, business or property of Seller, or with respect to its employees or customers, and Seller has no knowledge of any fact or contemplated event which may, in the future, cause any such materially adverse change. Since the date of the Balance Sheet, and pending the Closing, the business of the Seller has been, and will be, conducted only in the ordinary course.

I. Copies of all leases, instruments, agreements and other documents which have been delivered or may be delivered to Buyer by Seller pursuant to or in connection with this Agreement are and will be complete and correct as of the date hereof and as of the Closing. Exhibits B and C, attached hereto and made a part hereof, are lists of all contracts, leases, licenses and other agreements relating to the Business. Seller is not in default and has not received any notice of default under any such contract, lease, license or other agreement or under any other obligation relating to the Business.

J. As of the date hereof there is, and on the Closing Date there will be, no litigation at law or in equity, no proceeding before any commission or other administrative or regulatory authority, and no dispute, claim or controversy (including, without limitation, labor union strikes, elections, arbitrations, grievances, complaints, or administrative actions) pending, or to the knowledge of Seller threatened, against or affecting the business or property of Seller or its right to carry on its business and enter into and consummate the transactions contemplated by this Agreement.

K. Seller has previously delivered to Buyer copies of all plans, contracts, agreements, programs, and policies relating to, and all information referred to in, the following, if any: (i) all employment, bonus, profit sharing, percentage compensation, deferred compensation, pension, employee benefit, welfare and retirement plans, contracts and agreements, consulting agreements, and labor union and collective bargaining agreements to which Seller is a party or is subject, (ii) the wage rates for nonsalary and nonexecutive employees of Seller; (iii) all group insurance programs in effect for employees of Seller; and (iv) any increase in the compensation payable or to become payable by Seller, or any bonus, percentage compensation, service award or other similar benefit granted, made or accrued to the credit of any salaried employee, agent or consultant of Seller.

L. There is no unfair labor practice complaint against Seller pending before the National Labor Relations Board. There is no strike dispute, slowdown or work stoppage, or any union organizing campaign, pending, or to the best of the knowledge of Seller, threatened against or involving Seller. No labor agreements have been filed with Seller which has had, or may have, a materially adverse effect on Seller's business. No collective bargaining agreement is currently being negotiated with Seller.

M. Seller has not employed any broker or finder or incurred any liability for any

brokerage fees, commissions, finder fees or similar fees or expenses, and no broker or finder has acted directly or indirectly for Seller in connection with this Agreement or the transactions contemplated hereby, except:

N. On the date hereof Seller has, and on the Closing Seller shall have, duly prepared and timely filed all local, state and federal tax returns (including, without limitation, those which relate to FICA, withholding and other payroll taxes) required to be filed by such dates, and paid all taxes, penalties and interest with respect thereto. To the extent that any tax liabilities have accrued but not become payable, the full amounts thereof have been reflected as liabilities or reserved against on the Balance Sheet. After the Closing, Seller shall duly prepare and timely file any and all local, state and federal tax returns which pertain, in whole or in part, to the period on or before the Closing, and pay all taxes, penalties and interest with respect thereto.

O. On the date hereof, the properties and assets to be transferred under this Agreement are, and on the Closing they will be, in good condition and repair.

P. Seller shall permit Buyer and its representatives at all reasonable times during business hours and without interfering with the normal conduct of the business of Seller, to examine and have full access to all of the properties, books and records of Seller and to copy such books and records (at Buyer's expense).

9. Representations and Warranties of Buyer.

Buyer represents and warrants to and covenants with Seller (which representations and warranties shall survive the Closing) as follows:

A. Buyer is a _____ duly organized, validly existing and in good standing under the laws of the State of _____.

B. Buyer has full power and authority to execute and deliver the Agreement and to consummate the transactions contemplated herein. The execution, delivery and consummation of this Agreement have been duly authorized and approved by such officers, directors, shareholders, partners and/or members of Buyer as required by, and in accordance with, applicable laws and the instruments, agreements and documents controlling Buyer's governance.

C. As of the date hereof there is, and as of the Closing there will not be litigation at law or in equity, no proceeding before any commission or other administrative or regulatory authority, and no dispute, claim or controversy pending, or to the knowledge of Buyer threatened, against or affecting the right of Buyer to enter into and consummate the transactions contemplated by this Agreement.

D. Buyer has not employed any broker or finder or incurred any liability for any brokerage fees, commissions, finder fees or similar fees or expenses in connection with the transactions contemplated by this Agreement, and no broker or finder has acted on Buyer's behalf except:

10. Indemnification.

A. Seller indemnifies and holds harmless Buyer against any loss, damage or expense (including, without limitation, taxes, penalties, interest and reasonable attorney's fees) asserted against or suffered by Buyer arising out of or resulting from (i) any breach of this Agreement by Seller; (ii) any inaccuracy in the representations, warranties, and covenants made by Seller in this Agreement, or in any certificate, schedule, exhibit or written instrument delivered or to be delivered under this Agreement; and (iii) any liability, obligation, demand, claim,

action, or judgment, known or unknown, which may already have arisen or which may hereafter arise, by reason of or in connection with the operation of Seller's business prior to the Closing.

B. Furthermore,

(i) Buyer shall promptly notify Seller of any claim or demand, which Buyer determines, has given or could give rise to a right of indemnification under this Agreement. Unless Seller give Buyer written notice that either contests Buyer's right to indemnification for a claim or demand within thirty (30) days of the date Buyer notifies them of such a claim or demand, Seller shall be deemed to have acknowledged Buyer's right to indemnification for such claim or demand pursuant to the provisions of this Agreement.

(ii) If any claim or demand relates to a claim or demand asserted by a third party against Buyer, Seller shall have the duty, at Seller's expense, to defend any such claim or demand. Buyer shall make available to Seller and Seller's representatives all records and other materials reasonably required by them for their use in contesting any such claim or demand. Buyer shall have the right, but not the obligation, to employ separate counsel, and to participate with Seller in the defense of any such claim or demand, but Buyer shall pay the fees and expenses of such separate counsel. In no event shall Buyer be obligated to defend any such claim or demand.

11. Conditions Precedent to the Obligations of Buyer.

The obligations of Buyer under this Agreement are subject to the following conditions precedent:

A. The representations, warranties and covenants made by Seller herein to Buyer shall be true and correct in all material respects on and as of the Closing Date with the same effect as if such representations, warranties and covenants had been made on and as of date of the Closing, and Seller shall have performed and complied with all agreements, covenants and conditions on their part required to be performed and complied with on or prior to the Closing.

B. Buyer shall have obtained all local, state and federal licenses, permits and other authorizations necessary for Buyer to conduct the Business in the State of _____.

C. The assets to be purchased by Buyer and the Business shall not have been adversely affected in any material way (whether or not covered by insurance) as a result of any fire, casualty, act of God or any labor dispute or disturbances.

D. If Seller is incorporated, Seller shall have delivered to Buyer on or before the Closing a certificate executed by its secretary setting forth the resolutions adopted by the directors and shareholders of Seller to authorize the execution and delivery of the Agreement and the consummation of the transactions contemplated hereby.

E. Seller shall have fully performed all covenants of Seller in this Agreement which must be performed by Seller on or before the Closing.

F. Buyer may at any time and from time to time waive any one or more of the foregoing conditions, but any such waiver must be in writing executed by Buyer to be effective.

12. Conditions Precedent to the Obligations of Seller.

The obligations of Seller shall be subject to the condition precedent that all warranties, representations, and covenants made by Buyer to Seller in this Agreement shall be true and correct in all material respects on and as of the Closing with the same effect as if

such warranties, representations, and covenants had been made on and as of the date of the Closing, and Buyer shall have performed or complied with all agreements, covenants and conditions on its part required to be perfected or complied with on or prior to the Closing.

13. Covenants of Seller.

Seller covenants with Buyer as follows:

- A. During the period from and after the Closing, within _____ (time), Seller shall not directly or indirectly, or as a partner, shareholder, employee, manager or otherwise, own, manage, operate, control, be employed by, participate in, or otherwise be connected with any other business the same as or similar to the Business. In the event any of the provisions of this Section shall be determined to be invalid by reason of their scope or duration, this Section shall be deemed modified to such extent as required to cure the invalidity. In the event of a breach, or a threatened breach, of this covenant, Buyer shall be entitled to obtain an injunction restraining the commencement or continuance of the breach, as well as to any other legal or equitable remedies permitted by law.
- B. If Seller is a corporation, limited liability company or limited partnership or Seller has filed a fictitious name registration, on or before the Closing, Seller shall file with the appropriate state office the documents appropriate to change its name to a name which is not the same as or similar to its current name or any trade or business name used in connection with the Business and/or to reflect that it no longer uses the fictitious name used in the Business.

14. Employee Benefit Plans.

Seller is not a party to nor a provider of any executive or employees' compensation plan or agreement or compensatory plan or agreement with any independent contractor or employee of Seller (an "Employee Benefit Plan") including, without limitation, any bonus, stock purchase, stock option, profit sharing, pension, savings, retirement or similar qualified or unqualified plan, group life insurance, group health insurance or group disability coverage, except as follows: _____.

If Seller is a party to or provider of any Employee Benefit Plan, Buyer shall not be obligated to continue to provide such plan or any other benefit to any person.

15. Consulting Agreement.

At the Closing, Buyer and Seller (or a principal of Seller) may enter into a Consulting Agreement in the form and with the content of the Consulting Agreement attach as Exhibit H.

16. Notices.

Any notice under this Agreement shall be effectively given by fax or by a recognized over night delivery service such as FedEx, and addressed as follows (or at such change of address given by one party to the other in writing after the date hereof):

If to Buyer: _____.

If to Seller: _____.

17. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

18. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

19. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of _____ and any dispute under this Agreement must be brought in this venue and no other.

20. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

21. Severability.

If a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, holds any term of this Agreement including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

Buyer

Seller

Date

EXHIBIT A
Seller's Furniture, Fixtures and Equipment

EXHIBIT B
Seller's Lease or Leases

EXHIBIT C
Seller's Contracts and Licenses

EXHIBIT D
Seller's Other Assets

EXHIBIT E
Seller's Inventory

EXHIBIT F
Seller's Financial Statements

EXHIBIT G
Seller's Existing Liens

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EXHIBIT H
Consulting Agreement (If any)

Asset Purchase Agreement Or Bulk Transfer Agreement Review List

This review list is provided to inform you about the document in question and assist you in its preparation. Because of the complexity of this type of agreement, we have included an additional checklist applicable to buying businesses. Since this is a major purchase, you need to have an attorney review the paperwork for various issues that may arise.

1. This agreement should be used only when the assets of an ongoing business will be purchased. In other words, it should not be used for a direct stock purchase. The purpose of this kind of agreement, as opposed to a stock purchase, is to avoid responsibility for the ongoing responsibilities associated with the seller's corporation such as lawsuits, unknown liabilities or potential liabilities, accounts receivable, and other possible negative issues. A bulk transfer or asset purchase never can fully isolate you from these issues. But, they can provide substantial help to avoid these unforeseen liabilities.
2. The Asset Purchase Agreement form contemplates that the buyer will purchase all of the assets used in the seller's business, but will not acquire things like cash and accounts receivable. The form provides that the buyer will acquire the seller's trade names and telephone numbers. However, cash and accounts receivable can be included and often are. This is a discretionary item of the parties.
3. After signing the agreement, both buyer and seller must do significant work to prepare for closing. Buyer make sure the funds for the purchase are in place and must use "due diligence" to investigate seller's business and make sure that the assets are appropriate for purchase. Seller must accommodate buyer's investigation and make sure that clear title to assets can be conveyed. Review the agreement carefully and also see the Buying a Business Checklist.
4. Print multiple copies of the agreement so all of the related parties can have a copy as required. The buyer will certainly need a few for future business dealings.

Buying a Business Checklist

This checklist is provided to help you complete the transaction.

1. No signatures are required; this is for your internal use.
2. Print the checklist and keep it with your other important documents related to your transaction.
3. Take the Buying a Business Checklist with you to closing in case you need to refer to it as needed.
4. Finding and Evaluating an Acquisition Candidate

A. Research. If you have not identified a business to purchase, this is the most important part of the process. The following are possible sources of information about businesses that may be for sale:

- Classified advertisements. Check out business publications and trade publications in industries of interest.
- Bankers, lawyers and accountants. These and other professional advisors will have clients or customers who are interested in selling their business.
- Industry sources. If you have identified an industry in which you would like to purchase, check with trade associations and other groups where members of the industry come together.
- Business Brokers. There are many reputable business brokers. Investigate the reputation of a broker before you make contact. Remember that these entities usually work on a commission paid by the seller from the proceeds of the sale. Consequently, some brokers are primarily motivated to complete a sale at the highest possible price, regardless of whether the transaction makes sense for the buyer.
- Internet. Many sites are available with information about businesses for sale. Many are run by brokers promoting their inventory of businesses or listing services that accept a fee from the seller for the listing.
- Vendors and Suppliers. Many companies in the business of selling goods and services to other businesses hear about companies that are for sale. Develop contacts with those that supply to the industry in which you are interested.

B. Evaluation. Once you have identified a suitable candidate, contact the owner or broker representing the owner, to make an initial inquiry. The request for a non-disclosure agreement at this point is a reasonable request. We have such a form in our Legal Guide. Owners usually are concerned about their employees' reaction to a sale. So do not discuss the purpose for your contacts with the owner until authorized to do so. Consider asking for financial records, including tax returns, market and sale plans, projections and important contracts. Involve your professional advisors as needed to review these items. The owner may not agree to share some or all of these until satisfied that you are a legitimate prospect to purchase and negotiations have progressed. It is important for both parties to be realistic about valuing the business. Consider assistance from an appraiser, accountant, banker or other knowledgeable advisor. Don't make the mistake many buyers do: Appraising the value should be based on assets or earnings, but not both. Buying the assets enables you to acquire the "engine" for the future earnings. Don't "double-count" through a valuation that includes both assets *and* earnings components.

5. Offer and Contract Negotiations.

A. Offer

- Your offer may be a final one or an informal one. "Informal", means the price and other terms are generally agreed to, subject to completing a final, binding purchase agreement. If this is your choice, be sure that any offer letter (often called a "letter of intent") includes language that makes clear the offer is not binding until a final contract is signed, for example: "This letter expresses the intent to complete a transaction as outlined herein, but no binding commitment shall be made by either party until a final, written agreement is signed by both parties. "

Ask the seller to confirm his or her intent to sell according to your proposal in writing by signing an acknowledgement on the both of your letter of intent. If financing is necessary, the seller may make the deal contingent on specifying necessary financing. Consider obtaining some financing through the seller; this is usually possible and the terms are the most favorable in this instance. Will seller or any of its principals be asked to stay on as a consultant to help in the transition? If so, that needs to be written up in the exhibit so identified in the agreement.

B. Negotiation

- When the binding or nonbinding informal offer is accepted, it is customary (though not universal) for the buyer to prepare a draft agreement such as this one. Make sure your attorney reviews any agreement before you send it to the other party for negotiation. Allocation of the purchase price among the items to be purchased is a matter of negotiation. The IRS will normally accept an allocation made in arms length dealings, but retain records to support the final allocation. Buyer is often most concerned about allocation to maximize tax deductions for expenses and depreciation through asset purchase. Tax consequences are usually an important consideration in any sale or purchase for both parties. These are a few areas to investigate:

Internal Revenue Section 453 allows "non-dealer" sellers to use this deferral method to spread out tax payments due on gains from the sale. It cannot be used for sales of inventory. At least one payment must be received after the close of the taxable year in which the disposition occurs. If buyer will not operate as sole proprietor, buyer must determine what kind of entity may need to be created to own the business: Partnership, Corporation (including "S -- Corporation"), or Limited Liability Company.

Seller should also consider tax strategies. For example, for corporate sellers, the tax code provides that shareholders may get some tax relief through a complete liquidation following a sale of assets. See Internal Revenue Code sections 331 and 337. If a corporate seller has significant operating losses, a buyer may prefer a stock purchase. This enables the new owner to take over the existing corporation and, when profitable, shelter income with the old losses. Determine if carry back or carry forward credits are available. Discuss this with an accountant or lawyer.

6. After Contract Signed.

After the contract is signed, the buyer must complete his or her due diligence to ensure that the purchase can be completed as planned and that there will be no problems after ownership changes hands.

Buyers should carefully check the condition of the assets to be purchased. Consider building and termite inspections, and equipment tests and other review of physical assets. Also, talk to vendors, service personnel and others to verify any seller claims, as well as to customers and potential customers.

Buyers should carefully review and review financial statements and tax returns with their accountants. If audited statements are available, obtain them. Determine if items in the tax return look suspect, which might give rise to penalties for fraud or negligence. Ascertain if seller has been under audit or if seller currently is under going one. Pinpoint any substantial changes occurring between the date of execution of the purchase contract and closing, or since the date of the latest financial statements.

Address any concerns about seller's creditors. This means the buyer must get a list of creditors of seller and make sure all will be paid before closing. If they will not be paid, buyer must make sure there will be no liability to seller's creditors after closing. Buyer should consult an attorney for assistance here.

Seller should furnish buyer with a tax clearance report for state taxes. Be sure to consider all states where taxes should be collected and paid.

Buyer should obtain written approval from landlord, if possible, and if seller's lease of the business premises will be assigned. Determine if the lease or leases are in default and proper renewal options have been exercised. Consider transfer or other handling of security deposits, and account for them in the agreement.

Will seller's accounts receivable be assigned to buyer? If so, investigate these accounts. Are they collectible? Are any subject to dispute or set-offs? How old are they? And so on and so on. Usually a discount is given to insure fairness or a hold back is made by Buyer and a later settlement date is established.

Are customer lists current and accurate? Buyers should talk to customers, at least key ones. Determine whether the business is dependent on a few customers? Are they related to the seller? Can customers be expected to continue to do business with the buyer?

Is seller's relationship with suppliers good? Will they continue to extend credit on same terms to buyer? Ask them.

Make sure all necessary licenses, permits, and governmental approvals can be transferred. If they can't be transferred, will new ones be granted?

Check and review miscellaneous contracts for terms and to ensure they are still in force. Can these be assigned without the other party's permission? Also review (if any) with your lawyer:

- Employment Contracts with key employees
- Pension/Profit-Sharing Plans
- Labor contracts
- Franchise agreements
- Stock purchase agreements
- Contracts with customers or suppliers

Are there any laws or regulations pertaining to the particular business? Will zoning be affected by the sale? Is property threatened by condemnation?

Check any copyrights, trademarks and patents that will be acquired for validity, infringing uses and expiration.

Did seller maintain adequate insurance to cover any potential claims? Buyer should be certain to have insurance in full force at closing.

The agreement should specify which liabilities (if any) are to be assumed by buyer, and which ones will remain seller's responsibility.

- Current Liabilities and Debts - Obtain verified information about each.
- Pending Claims/Contingent Liabilities - Obtain letter from seller's attorney verifying litigation and claims. Carefully review and account for these.

Are there any outstanding unsatisfied judgments against seller? A significant number of judgments should make the buyer wary. Make provision for how claims and judgments will be handled.

Check for liens *on* seller's property with the Secretary of State and Recorder of Deeds in the county in which seller's property is located. Use form UCC-1 1 Request for Information. If real estate will be purchased, title insurance company will check for liens on real estate. Be certain to have liens released.

Check with Recorder of Deeds in seller's county for any income tax liens. Beware

of an unrecorded lien for estate taxes if seller in an estate. If such is the case, obtain an estate tax closing letter, if possible.

- Are bankruptcy proceedings pending against the business or its principals? If so, your concern is obvious and you should seriously question whether to enter into the agreement until those matters are finalized.

Buyer should obtain a variety of tax numbers and registrations: Federal ID (available in this CD), state sales tax number, withholding and unemployment taxes are primary concerns. If employees are involved, using a payroll service such as ADP is advised for accounting, tax payment, and general compliance purposes. The Seller may already have such a service. If not, get one.

7. At Closing.

Closing is the event where the business changes hands as provided for in the agreement. This means that seller and buyer must each be sure that each and every obligation of the other has been properly completed beforehand. If the Buyer receives a Non-Competition Agreement from one or more of seller's principals, it must be reasonable as to time and geographical location in order to be enforceable. Buyer will often want seller to be subject to such a covenant.

If a broker is involved, commission will be due. Be certain it is paid or addressed otherwise.

Review bill of sale to transfer personal property, and be certain that all items are included and clearly identified. Items transferred by bill of sale may include inventory, machinery, equipment, office furniture, supplies and goodwill.

A General Warranty Deed for real estate purchased should be executed and recorded to transfer realty. Obtain owner's title policy for buyer. Seller should consider obtaining mortgagee's policy if seller is financing any part of the real estate. If buyer will assume existing lease, make sure all necessary consents are in place.

If motor vehicles are purchased, make sure titles are transferred to buyer. Corporate officers and spouses should guarantee all warranties, representations, and covenants in contract. This is not always possible to obtain but Seller should request it and consider a lower priced offer if not getting them.

If seller finances any part of the transaction, the buyer and spouse may be required to personally guarantee payment, especially if other security is not adequate.

Seller should be sure to perfect lien on property if seller financing is involved. This is done by filing a UCC form I Financing Statement with your local and state authorities.

Obtain necessary formal shareholder approval and director approval of corporation or approval of partners if partnership or joint venture is seller if substantially all assets are being sold. Seller should also obtain certified copies of proper resolutions of buyer.

Buyer should carefully review the corporate records, and pay particular attention to:

- Articles of Incorporation
- Minutes
- By-laws
- Stock Certificates

- Both buyer and seller (if incorporated) should have certificate of good standing for the other party available. These should be requested from appropriate state office approximately one to two weeks prior to closing.

If closing is in escrow, prepare detailed escrow agreement with clear instructions.

Provide for payment of escrow fee.

Seller may insist on cashier's or certified check for funds to be paid by buyer at closing. Buyer should try to have portion of price retained (or financed) to provide offset protection for possible claims. Buyer should consider withholding sufficient amount to cover sales taxes (and interest and penalties) which may be due from seller, until seller produces receipt for payment of Department of Revenue.

- Go through the *entire contract*, including Exhibits, and be certain that everything has been completed.

8. After Closing.

After the agreement is closed and ownership has officially changed hands, a few "clean-up" tasks remain for both parties. Corporate seller should change its corporate name and relinquish any fictitious name registrations if assets are purchased. Similarly, buyer should register its name with Secretary of State as a fictitious name, if necessary. Transfer gas, electric, telephones and other services. Obtain necessary keys and change all the locks as soon as practical. Seller may be required to file final tax returns. Seller must usually file final sales tax returns within a specified time limit following termination of business.

Auctioneer Agreement

_____, referred to as SELLER, and _____, referred to as AUCTIONEER, agree:

SELLER employs AUCTIONEER to sell, at public auction, the property described in the attached Exhibit

Place, Date, and Time of Sale

The auction shall be held at _____, on _____.

Duties and Obligations of AUCTIONEER

AUCTIONEER shall carry out the following duties:

(a) AUCTIONEER shall have a catalog of seller's property and shall distribute the catalog no fewer than 14 days before the auction and the catalog shall be in a manner which will interest all persons who might reasonably be interested in such sale and in the sales thereof.

(b) Auctioneer shall cause the auction be advertised in the _____ Newspaper no fewer than 3 times and at least 15 days before the sale.

(c) SELLER shall deliver to the auctioneer the items for sale no later than 7 days before the sale, and seller shall bear all risk of loss of or damage to the property not caused by the auctioneer's fault or negligence or as the case may be.

(d) AUCTIONEER shall employ help reasonably necessary to carry out the sale and delivery of seller's property to buyers of such property at the auction sale.

(e) AUCTIONEER shall represent and conduct the action sale as an auction with reserve.

(f) AUCTIONEER shall conduct the auction to the best of his or her ability. However the auctioneer does not guarantee a sale and auctioneer is not responsible in the event seller and or any buyer at the auction sale fails to pay as agreed concerning any property to be auctioned, or in the event of nondelivery of property by seller to any such buyer.

(g) AUCTIONEER shall collect from each buyer at the auction sale 10% percent of the purchase price immediately after the sale is consummated, and shall have each buyer sign a memorandum of sale.

(h) AUCTIONEER shall purchase all risk for seller's property after delivery by seller to the place of sale. SELLER shall notify the auctioneer, in writing, of the property to be insured, and for negotiating any settlement, payment, cancellation, or reformation with the insurer.

(i) At the completion of the sale the auctioneer will provide the seller a list of seller's property sold and unsold, along with the sale price. SELLER shall have 7 days after receiving notice of the unsold property. If seller, does not pick up the unsold property with 5 days the AUCTIONEER shall store the property at the seller's expense.

Authority of AUCTIONEER

AUCTIONEER may sign any memorandum of sale and receive any deposit from any buyer on behalf of the seller in connection with the sale.

AUCTIONEER is prohibited from giving any warranty as to quality or description of seller's property.

Purpose

AUCTIONEER accepts the terms of this agreement and will perform the auction sale to the best of his or her ability.

Authority of SELLER

(a) SELLER may withdraw any property before the time of sale. Property withdrawn will be subject to unsold commission.

(b) SELLER may warranty his property as quality or description as may the seller deem appropriate.

(c) Payment for property can only made with cash, cashier's or certified check, credit card or by letter of credit from a bank which is reasonably acceptable to SELLER.

(e) SELLER may reject or confirm bids, except that seller's property shall be sold to the highest bidder, subject to the terms of this agreement.

(f) SELLER may require auctioneer to resubmit seller's property to competitive bidding if a dispute arises to any bid.

Cooperation of SELLER

SELLER shall cooperate with the interests of auctioneer in discharging seller's duties under this agreement, and shall refrain from all acts that would interfere with auctioneer in performing the auctioneer's duties.

Compensation of AUCTIONEER

AUCTIONEER shall receive ____ on property sold and ____ percent on unsold property. The seller shall pay the auctioneer within 3 days after the sale with cash or certified check.

Expenses

SELLER shall be liable for the following expenses:

- (a) Catalogs
- (b) Advertising
- (c) Delivery of Property to AUCTIONEER
- (d) Insurance for seller's property

Entire Agreement

This constitutes the entire agreement between the parties and any prior understanding or agreement before the signing of this document shall not be binding on either party except what is incorporated in this agreement.

Modification of Agreement

Any modification of this agreement shall be in writing and signed by both parties.

Assignment of Rights

The rights of under this agreement are personal to that party and may not be transferred to any other person, firm, corporation, or other entity without the prior express, and written consent of the other party.

Dated: _____

SELLER

AUCTIONEER

Auctioneer Agreement

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This is a standard Auctioneer agreement that can be used for these purposes.

1. Make multiple copies. Give one to each signatory. Keep one with the transaction file.

Bill of Lading

Ship: _____
Shipper: _____
Consignee: _____
Port of loading: _____
Arrival notice should be sent to: _____
Port of discharge: _____
Final destination of goods: _____
Scope of the voyage: _____
Leading marks: _____
Quantity: _____
Description: _____
Gross weight: _____
Measurements: _____

Received by CARRIER, from the shipper, the goods or packages said to contain goods stated above in apparent good order or condition unless otherwise indicated in this bill of lading, to be transported subject to the terms of bill of lading with liberty to proceed via any port or ports within the scope of the voyage, to the port of discharge or as near thereto as the ship can safely get and leave, always afloat at all stages and conditions of water and weather, and there to be delivered or transshipped on payment of the charges. If the goods in whole or in part are shut out from the ship stated above for any reason or cause, carrier shall have liberty to forward them under the terms of this bill of lading on the next available ship of this line, or, at carrier's option, of any other line.

It is agreed that the custody and carriage of the goods are subject to the following terms which shall govern the relations between the shipper, consignee, and the carrier, master and ship in every contingency, and in the event of deviation, or of unseaworthiness of the ship at the time of loading or inception of the voyage or subsequently, none of the terms shall be deemed to be waived by the carrier unless by express waiver in writing signed by a duly authorized agent of the carrier.

CARRIAGE OF GOODS BY SEA ACT OF THE UNITED STATES

This bill of lading incorporates the provisions of the Carriage of Goods by Sea Act of the United States, and amendments thereto, and nothing herein contained shall vary the rights, immunities or responsibilities of the carrier under the act. The provisions of the act shall govern before the goods are loaded on and after they are discharged from the ship and at all times that the goods are in custody of the carrier. The carrier shall have no liability when the goods are not in the actual custody of the carrier.

DEFINITION OF THE TERM "SHIP"

The word "ship" shall include:
substituted vessels; and, any craft, lighter or other means of conveyance owned, chartered or operated by the carrier, whether the owner, operator, charterer or master shall be acting as carrier or bailee.

DEFINITION OF THE TERM "SHIPPER"

The term "shipper" shall include the person named above, the holder of the bill of lading properly endorsed, and the person for whose account the goods are shipped.

DEFINITION OF THE TERM "CONSIGNEE"

The term "consignee" shall include the holder of the bill of lading and the receiver and owner of the goods.

DEFINITION OF THE TERM "CHARGES"

The term "charges" shall include freight and all expenses and monetary obligations incurred and payable by the goods, shipper, consignee, or any of them.

SCOPE OF VOYAGE

The scope of voyage herein contract shall include the usual or customary or advertised ports of call whether or not named in this bill of lading, also ports in and out of the advertised, geographical, usual or ordinary route or order, even though in so proceeding the ship may sail beyond the port of discharge or in a direction contrary thereto, or depart from the direct or customary route. The ship may call at any port for the purposes of the current, prior or subsequent voyage. The ship may omit calling at any ports whether scheduled or not, and may call at the same port more than once; either with or without goods on board, and before or after proceeding toward the port of discharge, adjust compasses, dry docks, go on ways to repair yards, shift berths, take fuel or stores, remain in port, sail without pilots, tow or be towed, save or attempt to save life or property, and all of the foregoing are included in the contract voyage.

JUDGMENT OF CARRIER OR MASTER

In any situation, regardless of where or when, and whether existing or anticipated before commencement or during the voyage which in the judgment of the carrier or master is likely to give rise to: capture, seizure, detention, damage, disadvantage or loss of the ship or any part of the cargo; or, make it unsafe, imprudent or unlawful for any reason to begin or to continue the voyage; or, give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge, or, reaching or attempting to reach the usual place of discharge or attempting to discharge, may, without giving any prior notice, discharge the goods into depot, craft or other place, and the goods shall be liable for any extra expense thereby incurred; or the master may proceed directly or indirectly, proceed or return, to stop at such other port or place as he or the carrier may consider safe or advisable and discharge the goods, or any part thereof without giving any prior notice and, when landed as provided, the goods shall be at their own risk and expense. The delivery by carrier shall be considered complete and the carrier shall be free from any further responsibility to such goods except to send notice of the disposition of the goods directed to the shipper or consignee named in this bill of lading at any address specified herein; or the master may retain the cargo on board until the return trip or until such time as the master or the carrier thinks advisable; or the master may forward the goods by any means, whether or not by water, at the risk and expense of the goods. For any services rendered for goods as provided above, the carrier shall be entitled to a reasonable extra compensation.

The carrier, master or ship shall have the liberty to comply with any orders or directions as to loading, departure, arrival, ports of call, stoppage, discharge, destination or delivery given by: the government of any nation, or any persons or entities purporting to or acting under the color of law; by any committee or person having, under the terms of war risk insurance on the ship, the right to give such orders or directions.

Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage.

CARRIAGE OF OTHER GOODS

The ship may carry contraband, explosives or other inflammables, hazardous cargo and may sail armed, unarmed, with or without a convoy.

DESCRIPTION OF THE GOODS

Unless otherwise stated herein, the description of the goods and the particulars of the package mentioned herein are those furnished in writing by the shipper, and these descriptions shall not be conclusive as to the carrier.

In addition, the quantity, weight, gauge, measurements, contents, leading marks, nature, quality or value shall not be established as to the carrier.

Single units or packages exceeding _____ pounds in weight shall be liable to pay extra charges in accordance with tariff rates in effect at time of shipment or loading, handling, transshipping or discharging.

The weight of each such piece or package shall be declared in writing by the shipper on shipment and clearly and durably mark the same on the outside of the piece or package. The shipper and the goods shall also be liable for and shall indemnify the carrier in respect of any injuries, losses damages arising from the shipper's failure to declare and mark the weight of any such piece or package or from the incorrect weight of any such piece or package having been declared or marked thereon.

STOWAGE

Goods may be stored in: poops, forecastle, deck house, shelter dock, passenger space, or any other covered-in space commonly used in the trade for the carriage of goods, and when so stowed shall be deemed for all purposes to be stowed under deck. In respect to goods carried on deck and stated herein to be so carried, all risks of loss or damage by perils inherent in such carriage shall be borne by the consignee, but in all other respect the custody and carriage of goods shall be governed by the terms of this bill of lading and the provisions stated in the Carriage of Goods by Sea Act. Specially heated or specially cooled stowage shall not be furnished unless contracted for at an increased freight rate.

LIVE ANIMALS

Live animals, birds and fish are received and carried at the shipper's risk of accident or mortality. The carrier shall not be liable for any loss or damage thereto arising or

resulting from any matters mentioned in Section 4, subd 2, a to p inclusive of the Carriage of Goods by Sea Act or from any other cause not due to the fault of the carrier, any warranty of seaworthiness in the premises being hereby waived by the shipper. Except as provided above such shipment shall be deemed goods, and shall be subject to all terms and provisions in this bill of lading relating to goods.

COLLISION

If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of, or damage to, or claim whatsoever, of the owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier.

GENERAL AVERAGE

General Average shall be adjusted and payable at New York according to 1924 York-Antwerp Rules, F and 1 to 15 and 17 to 22, all inclusive, and, as to matters not therein provided for, according to the laws and usage at the port of _____ and the General Average shall be prepared by average adjusters selected by the carrier, the said adjuster to attend to the settlement and collection of the average subject to the customary charges.

In the event of accident, danger, damage or disaster, before or after commencement of the voyage resulting from any cause, whether due to negligence or not, for which, or for the consequences of which, the carrier is not responsible, by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the carrier in General Average to the payment of any sacrifices, losses, or expenses of a General Average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods.

If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if such salving ship belonged to strangers. Such deposit as the carrier or its agents may deem sufficient to cover the estimated contribution and any salvage and special charges shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery.

PORT NOT EXPECTED

Whenever the carrier or the master may deem it advisable or in any case whether the goods are consigned to a point where the ship does not expect to discharge, the carrier or master may, without notice forward the goods before or after loading at the original port of shipment, or any other place even though outside the scope of the voyage or the route to or beyond the port of discharge or the destination of the goods, by any vessel, vessels, or other means of transportation by water or by land or by both such means, whether operated by the carrier or others and whether departing or arriving or scheduled to depart or arrive before or after the ship expected to be used for the transportation of the goods.

The carrier shall be considered solely the forwarding agent of the shipper in making arrangements for any transshipping or forwarding vessel or means of transportation not operated by the carrier.

The carriage by any transship or forwarding carrier and all transshipping or forwarding shall be subject to all the terms in the regular form bill of lading, freight note, contract, or other shipment document used at the time by such carrier, whether issued for the goods or not, and even though such terms may be less favorable to the shipper or the consignee than the terms of this bill of lading and may contain more stringent requirements as to notice of claim or commencement of suit and may exempt the non-carrier from liability for negligence.

The shipper authorizes the carrier to arrange with any such transshipping carrier that the lowest valuation of goods or limitation of liability contained in the bill of lading or shipping document of such carrier will apply even though lower than the valuation or limitation herein. Pending or during transshipment the goods may be stored ashore or afloat at their risk and expense and the carrier shall not be liable for detention damages.

GENERAL ORDER FOR DISCHARGE

Port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the ship and the carrier, without giving notice either of arrival or discharge, may discharge the goods directly when they come to land, at or onto any wharf, craft, or place the carrier may select, and continuously, Sundays and holiday included, at all hours as the carrier may determine what the state of the weather or the custom of the port may be.

HEAT OR REFRIGERATION

The carrier shall not be liable under any circumstances if heat or refrigeration or special cooling facilities are not furnished during loading or discharge or any part of the time that the goods are upon the wharf, craft, or other loading or discharging place. All lighterage and use of craft in discharging shall be at the risk and expense of the goods. Landing and delivery charges and pier charges shall be at the expense of the goods unless included in the freight herein provided for.

COLLECTION OF THE GOODS

If the goods are not taken away by the consignee by the expiration of the next working day after the goods are at consignee's disposal, the goods may, at the carrier's option and subject to the carrier's lien, be sent to storage or warehouse, or be permitted to lie where landed, but always at the expense and risk of the goods.

CUSTOMS AUTHORITIES

The responsibility of the carrier in all capacities shall cease and the goods shall be considered to be delivered and at their own risk and expense in every respect when taken into the custody of customs or other authorities. The carrier shall not be required to give any notice of the disposition of the goods.

LEADING MARKS

The carrier shall not be liable for the failure to deliver in accordance with leading marks unless such leading marks have been clearly and durably stamped or marked by the shipper, before shipment of the goods or packages, in letters and numbers not less than _____ inches in height, together with the name of the port of discharge. Goods that cannot be identified as to marks or numbers, cargo sweepings, liquid residue, and any unclaimed goods not accounted for shall be allocated for complete delivery to the various consignees of goods of like character in proportion to any apparent shortage, loss of weight or damage.

MENDING, BAILING AND OTHER EXPENSES

The goods shall be liable for all expense of mending, cooperage, bailing or reconditioning if the goods or packages in gathering of loose cargo or contents of packages, also for any payment, expenses, fines, dues, duties, taxes, impost, losses, damages or detentions sustained or incurred by or levied upon the carrier or the ship in connection with the goods, howsoever caused, including any action or requirement of any government or governmental authority purporting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of packages or description of the contents, failure of the shipper to procure consular, board of health or other certificates to accompany the goods or to comply with the laws or regulations of any kind imposed with respect to the goods or to comply with the laws or regulations of any kind imposed with respect to the goods by the authorities at any port or place or any acts or omission of the shipper or consignee.

WEIGHT

Freight shall be payable on actual gross intake weight or measurement or, at the option of the carrier, on the actual gross discharged weight or measurement. Freight may be calculated on the basis of the particulars of the goods furnished by the shipper herein, but the carrier may, at any time, open the packages and examine, weigh, measure and value the goods.

In case the shipper's particulars are found to be erroneous, and additional freight is payable, the goods shall be liable for any expenses incurred for examining, weighing, measuring or valuing the goods. Full freight shall be paid on damaged or unsound goods. Full freight to port of discharge named herein shall be considered completely earned on receipt of the goods by the carrier, whether the freight be stated or intended to be prepaid or collected at the destination. The carrier shall be entitled to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them under all circumstances whatsoever and the ship or cargo, or both are lost or not lost.

If there is a forced interruption or abandonment of the voyage at the port of shipment or elsewhere any forwarding of the goods or any part thereof shall be at the risk and expense of the goods. All unpaid charges shall be paid in full and without any offset, counterclaim or deduction in the currency of the country of the port of shipment, or, at the option of the carrier, in the currency of the port of discharge at the demand rate of the _____ exchange as quoted on the day of entry of the ship at the Customs House of her port of discharge. The carrier shall have a lien on the goods, which shall provide delivery, for all charges due hereunder and may enforce this lien by public or private sale without notice. The shipper and consignee shall be jointly and

severally liable to the carrier for the payment of all charges and for the performance of the obligation of each of them hereunder.

FIRE LIABILITY

Neither the carrier nor any corporation owned by, subsidiary to or associated or affiliated with the carrier shall be liable to answer for or make goods any loss or damages to the goods occurring at any time, including though before loading on or after discharge from the ship, by reason or means of a fire, unless such fire shall be caused by its design or neglect.

LOSS OR DAMAGE

In case of any loss or damage to or in connection with the goods exceeding in actual value \$ _____ U.S. Dollars (_____ & _____/100 U.S. Dollars), per package, or in the case of goods not shipped in packages, in case of goods not shipped in packages, their customary freight unit therefore, the value of the goods shall be deemed to be \$ _____ U.S. Dollars (_____ & _____/100 U.S. Dollars) per package or unit, on which basis the freight is adjusted and the carrier's liability, if any, shall be deemed on the basis of a value of \$ _____ U.S. Dollars (_____ & _____/100 U.S. Dollars) per package or per customary freight unit, or pro rata in case of partial loss or damage, unless the nature of the goods and an evaluation higher than \$ _____ U.S. Dollars (_____ & _____/100 U.S. Dollars) shall have been declared in writing by the shipper upon delivery to the carrier and inserted in this bill of lading and extra freight paid if required and in such case if the actual value of the goods or package or per customary freight unit shall exceed such declared value and the carrier's liability, if any, shall not exceed such declared value, the value shall nevertheless be deemed to be the declared value and the carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rate on the basis of such declared value.

In the view of the difficulty of ascertainment of the exact market value at the port of destination, it is hereby agreed that the market value shall be deemed to be the invoice value whether such invoice shall be higher or lower than the exact market value.

NOTICE OF LOSS

Unless notice of loss or damages and the general nature of such loss or damage be given in writing to the carrier or its agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to removal of the goods into the hands of the person entitled to delivery thereof under the contract of carriage, such removal shall be prima facie evidence of delivery by the carrier of the goods as described in the bill of lading. If the loss or damages is apparent the notice may be given no later than _____ days of the delivery.

The carrier and ship shall be finally discharged from all liability in respect to loss or damage unless suit is brought within _____ after the delivery of the goods or when the goods should have been delivered.

INTEGRATION CLAUSE

All agreements or freight engagements for the shipment of the goods are superseded by this bill of lading. Nothing in this bill of lading shall operate to limit or deprive the carrier of any statutory protection or exemption from, or limitation of liability. If required by the carrier, one signed bill of lading duly endorsed must be surrendered to the agent of the ship at the port or discharge in exchange for delivery order.

NUMBER OF BILLS

The master or agent of said vessel has signed _____ bills of lading, all of this tenor and date, and if one is accomplished, the others shall be void.

Dated: _____

Signed at: _____

By: _____

Title: _____

Bill of Lading Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This is a complex bill of lading for important cargo. Standard forms are available in stationery or office stores for use with repetitive shipments of basic goods.

1. Make multiple copies. Give one to each signing party.

Bulk Sale Agreement, Simple

_____, referred to as SELLER, and _____, referred to as BUYER, agree:

SELLER shall sell to BUYER the following goods:

The total purchase price shall be \$_____ (_____ & ____/100 dollars). The BUYER shall pay a deposit of \$_____ (_____ & ____/100 dollars) no later than _____, 20____. The balance of the purchase price shall be paid no later than _____, 20____. Delivery of the same shall take place on no later than _____, 20____, at _____, _____, _____.

This sale shall be pursuant to the Section 6 of the Uniform Commercial Code (referred to herein as the "Bulk Sales Law") of the State of _____.

SELLER shall provide to BUYER a complete and sworn list of creditors, including those who assert claims, but which are disputed by SELLER, even if those claims are groundless or false.

The SELLER shall be under a continuing duty to supplement the list of creditors if there are any changes or new claims asserted, even if the same are groundless or false.

At least _____ days before the closing scheduled herein, the BUYER shall give notice of the transfer, as is provided in the Bulk Sales Law, to all creditors, including those who are listed as disputed. The SELLER shall fully cooperate with BUYER in the mailing of the notices and the provision of information necessary to complying with the provisions of the Bulk Sales Laws.

There are no liens upon the property to be sold by BUYER, and BUYER shall indemnify the SELLER from the claims of any entities to the sold goods.

The risk of loss to the property shall be borne by the SELLER until closing. In the event that 3% (three percent) or less of the value of the goods are lost, at the option of BUYER, the BUYER may either deduct the value of the damaged goods, or may accept an assignment of insurance proceeds, and pay the full contract price.

In the event that more than 3% (three percent) of the value of the property is destroyed, the BUYER shall have the right to rescind this contract, or to close, and to accept an assignment of insurance proceeds.

Each party represents to the other that there are no brokers or agents employed in relation to this agreement.

Time shall be of the essence in this agreement.

This contract constitutes the entire agreement between the parties and there are agreements, express or implied, that are not stated herein. This agreement may only be modified by a writing executed by both parties herein.

Dated: _____

_____, by Buyer

_____, by Seller

Bulk Sale Agreement, Simple

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. A bulk sale has the advantage of not making the buyer potentially liable for debts of the seller. The goods themselves, however, can be attached if any of the seller's creditors have claims against them. For this reason, the buyer should beware of any potential liabilities of this kind and investigate thoroughly the possibility that any such claims may arise. Getting indemnification from the seller is a wise idea; however, the indemnification is only as good as the creditworthiness of the Seller.

1. Make multiple copies. Consider getting expert legal advice as to the risks involved in bulk transfer before entering such agreements.
2. Keep copies in the related files.
3. Be sure proper notice is sent out to the creditors, per the UCC notification requirements.

To All Creditors, Advanced Notice of Bulk Sale

Pursuant to Section 6-107 of the Uniform Commercial Code, _____ is about to make a bulk transfer of property to _____.

The business address of the SELLER is _____, _____, _____.

The business address of the BUYER is _____, _____, _____.

So far as is known to the BUYER, the SELLER has not used any business name and address other than the above for the last three years, except for:

The debts of the SELLER are not to be paid in full as they come due, or it is unknown whether the debts of the SELLER will be paid as due.

The property to be transferred is located at _____, _____, _____, and comprises:

all of the inventory of goods of the SELLER.

The total of the SELLER's debt is estimated to be \$ _____ (_____ & ____/100 dollars.)

The list of all creditors and a schedule of the property to be transferred is may be inspected during regular business hours at

_____, _____, _____.

The transfer _____ being made to pay existing debts:

The transfer is for new consideration.

Creditors of the SELLERS must file their claims in writing at:

before _____, 20____.

This bulk transfer will take place on or after _____, 20____.

Dated: _____

For _____

To All Creditors, Advanced Notice of Bulk Sale Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This notice is written to give prior notice of a bulk transfer; the other notice appearing is for an after the fact notification. This notice is required by law in one form or the other. The difference in the forms relates to the timing of the notification.

1. Make multiple copies. Send one to each party. Faxing is ideal since you can get a receipt from your fax machine.

Bulk Sale, Notice to Creditors

_____ conducts a business engaged in _____, at _____, _____, _____. _____ has contracted to sell to _____, in bulk, the following:

Pursuant to Article 6-104 of the Uniform Commercial Code, _____ herewith lists all creditors of _____.

Undisputed creditors:

See attached Exhibit One

Disputed creditors (the following entities claim that they are owed sums, however, _____ disputes the same):

See attached Exhibit Two

For _____
As its: Owner

Exhibit One: Undisputed Creditors

Exhibit Two: Disputed Creditors

STATE OF _____
COUNTY OF _____

_____, appeared before me, and swore or affirmed that the foregoing list of creditors is true and correct to the best of their knowledge and belief.

Dated: _____

Notary Public
My Commission expires on:

Bulk Sale, Notice to Creditors

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This Notice is required by UCC law. You must send it to all creditors, disputed and undisputed, and you are well advised to send them to all parties you have done any business with in the last year.

1. Make multiple copies. Be sure each appropriate party receives a copy. Sending faxes, as well as letters, is advised since you can get fax receipts for each copy sent in that manner. Keep a copy with the transaction file related to the bulk sale.

Bulk Sales Escrow Agreement

Date: _____
To: _____

Under the terms and conditions of a contract between _____, referred to as SELLER, and _____, referred to as BUYER, for the bulk sale of a certain business known as _____, the parties herewith agree to the following escrow instructions:

A total of \$ _____ (_____ & ____/100 dollars) will be deposited.

The Fund shall be invested from time to time in an interest bearing account with a national bank that is insured by the F.D.I.C.; provided, however, that in the event that the deposit at any time exceeds \$100,000, the deposit shall be made with a bank with capital and surplus of at least \$100,000,000.

If, prior to termination of the escrow, BUYER, notifies of any breach of warranty with respect to the indebtedness of Seller to its creditors under the terms and provisions of the bulk sale and such notice shall specify the amount which Buyer shall claim is due and owing to Buyer by virtue of such breach of claim of breach, you shall, within ten days from and after the receipt of such notice from Buyer, notify Seller in writing of such claim by sending written notice thereof by registered mail, return receipt requested, to Buyer at the following address:

In the event that such notice is received you shall withhold the sum claimed, unless the SELLER delivers a sworn acquaintance of such debt from the claimant, or, a written statement from the BUYER withdrawing the objection.

On or about _____ you shall distribute the remaining sum other than the sums directed to be withheld, as follows:

First priority—Expenses of the ESCROW AGENT;

Second priority—Such sums, if any, required to be withheld under the terms and conditions state herein;

Third priority-- _____.

You may resign by mailing written notice thereof to Buyer and to Seller at the addresses stated above. In the event of any such resignation, Buyer may appoint (by written notice delivered to Seller at the above specified address) a successor escrow, which shall be a national bank. Any successor or successors shall have all of the rights, obligations and immunities granted to you by the terms and provisions hereof.

Nothing herein contained shall constitute a limitation of any obligations of either Buyer or Seller under the Agreement otherwise.

This is the entire agreement between the parties and this agreement may only be amended by a written agreement between the parties.

In the event that any controversy arises as to the distribution of the escrow, the ESCROW agent may interplead the sums in any court with jurisdiction and all costs of fees thereof reasonably incurred by escrow agent shall be payable from the fund.

Dated: _____

SELLER

BUYER
Accepted:

ESCROW AGENT

Bulk Sales Escrow Agreement

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. A bulk sales escrow agreement is often an important vehicle to effect such a transaction. It is especially useful for the buyer to protect against potential seller creditor claims; sellers can use this approach to quiet the concerns of a buyer about undertaking the transaction to start with.

1. Make multiple copies. Give one to each related party. Keep a copy in the related file.

Cancellation for Breach, by Seller

You are hereby officially notified and put on notice that our contract dated _____, termed the _____ Agreement is cancelled for cause as a result of your breaches, as described in the Agreement itself.

Among the breaches are the following:

You are further notified and put on notice as required by UCC regulations that any obligation to make further performance under the Agreement is terminated, and that the right to proceed against you because of your breach of the Agreement is not waived.

You are further notified that as a result of your breach of the Agreement, we have suffered damages in the amount of \$ _____, computed as follows:

We expect you will make good on these damages and will expect to receive them within the next 30 days. If this is not possible, please contact us to set up a payment schedule so we can avoid legal expenses on both sides.

Yours very truly,

Authorized Employee

Cancellation for Breach, by Seller

Review List

This review list is provided to inform you about the document in question and assist you in its preparation.

1. Prepare this letter and send it, along with the underlying contract, to your lawyer. Rarely does an agreement cancellation go uncontested. Since litigation takes an extended period of time, unless settled along the way, it is very expensive to act in haste and repent at leisure, as the old cliché goes. This letter is generally used as the initial tactic to get out of an agreement. You need to consult your lawyer, and a litigation lawyer if suggested by your lawyer, about the best way to proceed. Please note that the letter itself is similar to that for Agreement Cancellation. The underlying approach, however, differs somewhat.
2. A seller's right to cancel an agreement is determined by the contract itself and the law in general. The governing law in most states is the Uniform Commercial Code (UCC). Make sure that you are legally entitled to cancel the contract before sending this notice. You need to consult a lawyer to get proper answers to this question. In many cases, as one would expect, the answers are ambiguous. In those cases, you must weigh the business and legal ramifications of your decision; consulting with your attorney on this is usually a vital component of a satisfactory conclusion. As the seller, however, you have certain advantages in cancellation because it is more unusual to be done (i.e., sellers generally need buyers more than the reverse, so your cancellation will stand out, which, to some extent will influence a court in your favor, should it come to that).
3. In summary, these kinds of letters tend to be tactical approaches to resolve a business situation. As a rule, no solution is satisfactory to both parties. You must try to seek out a solution that is the least painful and most acceptable to the parties. As we often say in our Negotiations Handbook CD, "It was a perfect compromise; both parties were equally unhappy with the result."

Cancellation of Order, Goods Not Received

Dear

Pursuant to our purchase order #: _____ dated _____, our Company agreed to purchase certain goods and/or services. However, our Company has not received the goods and/or services as of the cancellation date and therefore gives you final notice of cancellation of this purchase order. .

This cancellation does not affect any other purchase orders our Company has with you. Should you have any questions, please contact at us at our address.

Yours very truly,

Authorized Employee

Cancellation of Order, Goods Not Received

Review list

This review list is provided to inform you about the document in question and assist you in its preparation.

1. A buyer's right to cancel a contract for goods is determined by the contract and the law. The governing law in most states is the Uniform Commercial Code (UCC). Make sure that you are legally entitled to cancel the contract before sending this notice. The best grounds available under the UCC are time specific ones, such as going past a cancellation date. If the goods are not made for your specific use, this notice is usually enough to end the issue. If the goods are made to your specific specification, and the Seller has nowhere else to sell them, then you have a more troubling issue that good negotiations can usually resolve. This is the most benign kind of notice because it merely cancels this one order but does not affect others or disrupt the overall relationship.
2. This notice is typically sent when the goods called for in the contract are not delivered. If the goods were received but do not conform to the contract, you should send our Rejection of Non-Conforming Goods Notice. This Notice must be sent timely to ensure the buyer's rights and remedies are not lost. The term of art is that both parties must act properly to mitigate, or lessen, each other's potential losses. This is a good faith common sense approach that Courts vigorously review should litigation occur (e.g., "Did the party or parties act reasonably to protect the interests of the other?" And so on and so on).
3. This notice is designed for use with the purchase of "goods" (i.e., tangible personal property such furniture, supplies and other such items). It does not include real estate or intangible property (i.e., copyrights, software and other intellectual property).
4. Keep a copy of this letter in your Vendor file. Frequent requirement to use this letter should suggest seeking another vendor to fulfill your business requirements and provides evidence of bad performance on their part for any legal ramifications that may arise out of their attempt to make late deliveries. As a practical matter, you can often use this letter to obtain extended payment terms in return for you accepting late goods, assuming you can use them. Occasionally, you can often get a price concession for acceptance of late goods.

Certificate of Seller

To: _____ (Buyer)

Reference: _____ (Agreement)

In consideration of the closing of the above transaction, the Seller hereby certifies that:

1. It is not and will not be a non-resident alien of the United States of America within the meaning of *Internal Revenue Code of 1986*, as amended.
2. It is the absolute owner of the Business and all chattels, fixtures and other equipment and assets set out in the Purchase Agreement ("Purchase Agreement") between the Seller and the Buyer.
3. All the chattels, fixtures, equipment and assets set out in the Purchase Agreement are free and clear of all liens, mortgages or other encumbrances and are in good working order, other than those expressly listed in the Purchase Agreement.
4. The Business is free and clear of all debts, liens and other encumbrances, other than those expressly listed in the Purchase Agreement.
5. The premises of the Business comply with all municipal, provincial and federal regulations as to fire, health, building, zoning and labor regulations relating to the use of the premises, other than those expressly listed in the Purchase Agreement.
6. To the best of the Seller's knowledge, there are no outstanding work orders against the premises of the Business with any relevant Building, Fire, Health and Labor Departments and the Business has not been served with any such notices or work orders as of the date hereof, other than those expressly listed in the Purchase Agreement.
7. There are no liabilities outstanding against the Business for payment of salaries, employee's deductions or workers' compensation, other than those expressly listed in the Purchase Agreement.
8. All utilities have been paid by the Business to the date of closing, other than those expressly listed in the Purchase Agreement.

Seller's Authorized Representative

Date

Witness

Certificate of Sale

Review List

This review list is provided to inform you about the document in question and assist you in its preparation. A Certificate of Sale is a document often requested by a Buyer at a closing of a business. It is a straightforward document that references back to the primary purchase agreement. Be sure that you have the facts correct when signing it. Have your attorney look this over as part of your overall purchase agreement.

1. Make multiple copies to accompany the paperwork for the overall sale. The copies should be kept with those records that should wind up in the Corporate minute book and other relevant places after you have completed the sale or purchase, depending on which side of the transaction you are on.

Claimant for Reduced Price

Date: _____

Claimant's Name: _____

Address of Claimant: _____

Name of Carrier: _____

Address of Carrier: _____

This claim for \$ _____ (_____ & _____/100 dollars) is made against the carrier named above by _____, Claimant, for overcharge in connection with the following shipment(s):

Description of Shipment: _____

Name and address of Shipper: _____

Shipped from _____ to _____

Final Destination: _____ Routed Via _____

Bill of lading issued by _____ (Company) on the _____ day of _____, 19____.

Paid freight bill No. _____ Truck No. _____

And initials _____,

Name and Address of recipient _____.

Nature of Overcharge: _____

DETAILED STATEMENT SHOWING HOW AMOUNT CLAIMED IS DETERMINED

Number of packages _____, articles _____, weight _____, rate _____, charges _____, amount of overcharge _____ Dollars.

Authority for rate or classification claimed:

In addition to the information given above, the following documents are submitted in support of this claim:

(_____) 1. Original Bill of lading, if not previously surrendered by carrier.

(_____) 2. Original Paid freight ("expense") bill.

(_____) 3. Original Invoice or Certified Copy.

(_____) 4. Weight Certificate or certified statement when claim is based on misrouting or valuation.

(_____) 5. Other Particulars obtainable in proof of loss or damage claimed:
_____.

Remarks: _____

_____.

The above statement of facts is hereby certified as correct.

Dated: _____.

CLAIMANT

Claimant for Reduced Price

Review List

This review list is provided to inform you about this document in question and assist you with its preparation. Claims for price reduction are a standard feature of most commercial businesses. This general format can be adapted to a host of different situations. The more complete the form appears, the more apt you are to get a reduction in price, whether technically merited or not.

1. Make multiple copies. Send one to the signatory by fax and/or mail. Keep one with the transaction file. Note a suitable date, such as 7 days later, to follow up by phone to finalize the result. As with all negotiations, as suggested in our disc of that name, have your end goal in mind when entering into one of these transactions.

Consent to Assignment of a Contract

_____, and _____ referred to as ASSIGNOR, and
_____, referred to as ASSIGNEE, agree:

That _____ and ASSIGNOR entered into a contract on
_____ for _____,
_____, and that the contract requires consent of
_____ to assignment by ASSIGNOR of the contract rights and
obligations.

_____ hereby consents to the assignment of the contract rights
and obligations of ASSIGNOR to ASSIGNEE.

ASSIGNOR, upon such assumption, shall be discharged from any further obligations
under the lease.

That in all other respects the lease is ratified, and the terms and conditions of the
occupation of ASSIGNEE shall be the same as those of the original lease.

Dated: _____

Signatory Consenting

Assignor

Assignee

Consent to Assignment of a Contract

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This is a simple consent form that favors the people seeking the consent since it lets the old obligor off the hook, so to speak. The signatory consenting may want to modify this to consent to the agreement but keep the original assignor on the hook for the obligations of the contract. This can be written into the contract by stating that "Notwithstanding the assent to assignment, the original Obligor, referred to herein as the Assignor, remains fully responsible under the Agreement just as if this Assignment never took place," or some such language.

1. Make multiple copies. Give one to each signatory. Keep one with the transaction file.
2. If you are seeking the consent, this is a simple form to send out with a cover letter (or not, as you choose) relating to the request for approval of the assignment.

Consignment Agreement

This Consignment Agreement ("Agreement") made as of _____ (Date), by and between _____ ("Consignor") and _____ ("Consignee").

Whereas the Consignor wishes to sell certain products ("Products") on consignment and Consignee wishes to sell the Products on behalf of the Consignor;

Therefore in consideration of the premises, the covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Sale by Consignment. The Consignee will, from time to time, place orders for the Products from the Consignor. The Consignor may, at its sole discretion, accept such orders and ship such Products on consignment to the Consignee, subject to and in accordance with the terms and conditions of this Agreement. The Consignee shall take delivery and make payment as required hereunder for all Products ordered by it, but nothing in this Agreement shall be deemed to obligate the Consignor to fill any or all of the Consignee's orders for Products.
2. Ownership of Products. Title to, and property and ownership in, all Products shall remain with the Consignor until such time as their removal may be directed in writing by the Consignor or until such time as they may be disposed of by bona fide sale by or to the Consignee or as may otherwise be hereinafter provided.
3. Payment for Products. The Consignor shall invoice the Consignee for all Products shipped to the Consignee pursuant to the terms of this Agreement. The Consignee shall, within thirty (30) days following the sale of any Product, pay to the Consignor the invoiced price of such Product plus applicable taxes. For the purposes of this Agreement, the Consignee shall be deemed to have sold a Product if such Product is (i) sold by the Consignee, (ii) removed, withdrawn, lost or stolen from the Consignee's stock on hand, (iii) damaged or destroyed, or (iv) otherwise not physically present in the Consignee's stock on hand. The Consignee shall not be obligated to pay the Consignor for any Product that is returned to the Consignor undamaged in its original packaging. All overdue amounts shall bear interest at the rate of twelve percent (12%) per year.
4. Books and Records. The Consignee will at all times maintain accurate books and records relating to the possession and sale of the Products and the proceeds thereof, and the Consignor may, upon request, examine the Consignee's records for any purpose consistent with the terms of this Agreement.
5. Risk of Loss. All risk of loss in the Products shall pass to the Consignee upon shipment of the Products to the Consignee. The Consignee shall insure the Products against all risks against which such goods are customarily insured and shall provide evidence of such insurance coverage to the Consignor upon request, from time to time.

6. Location of Products/Right to Inspect. Products will be kept at the address of the Consignee shown above, and the Consignee will not permit any Products to become kept or stored at any other location without the prior written consent of the Consignor. The Consignee shall, at all reasonable times, and from time to time, allow the Consignor and the Consignor's agents to enter upon any premises upon which the Products are located and examine or inspect the Products wherever located.
7. Removal of Products. The Consignor may, at any time, and for any reason whatsoever, take possession of and remove all or part of the Products with or without notice to the Consignee. The Consignee hereby gives the Consignor the right to enter upon any premises upon which the Products are located in order to enforce the Consignor's rights under this paragraph.
8. Condition of Products. The Consignee will keep the Products free from any lien, security interest or encumbrance adverse to the ownership interest of the Consignor, and shall maintain the Products in good condition and will not waste or destroy any of the Products or use the same in violation of any statute or ordinance.
9. Not Intended as Security. This Agreement and the sale of Products on consignment by the Consignor to the Consignee is not intended to be as security for any obligation of the Consignee to the Consignor.
10. Termination. This Agreement shall commence on the date upon which it is executed by both parties. Either party may terminate this Agreement at any time upon giving thirty (30) days prior written notice to the other; provided however, that such termination shall not affect any payment obligation owing by the Consignee to the Consignor. Upon termination of this Agreement, the Consignee shall pay to the Consignor, in addition to all other amounts owing to the Consignor, the invoiced price of all Products that are not returned to the Consignor undamaged in their original packaging.

11. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized over night delivery service such as FedEx.

If to the Consignee: _____.

If to the Consignor: _____.

12. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

13. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

14. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of _____ and any dispute under this Agreement must be brought in this venue and no other.

15. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

16. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

Consignee

Consignor

Date

Consignment Agreement

Review List

This review list is provided to inform you about the document in question and assist you in its preparation. Consignment agreements rarely work very well and the Consignor should work diligently to move the Consignee to being a paying customer. Deep discounts are much to be preferred to the consignment, "Try it, you'll like it," approach.

As a practical matter for the Consignor should review the relationship monthly to be sure the terms and conditions are being lived up to and see if a possibility to converting the Consignee to a customer. Remember, a consignment is not a sale and should not be accounted for in that manner according to GAP (Generally Accepted Accounting Principles). If you attempt to pledge a consignment sale to almost any financial institution as a Sale or Accounts Receivable, you will be in violation of the agreement and usually chargeable with fraud for that action. So be very careful how you account for any consignment transaction.

1. Print multiple copies with each party having one. Be sure to provide a copy to your outside financial institutions, if required by agreement with them. Keep a copy with the Consignee's file as well as in your minute book.

Consulting Agreement

Consulting Agreement

This Consulting Agreement is made on _____, by and between _____ ("Consultant") and _____ ("Customer").

Whereas Customer requires certain services Consultant can provide, and Consultant wishes to provide services to Customer, the parties agree as follows:

1. Description of Services. Starting on _____ ("Date"), Consultant shall provide the following services _____ ("Services") for Customer: _____.
2. Performance of Services. The manner in which the Services are to be performed and the hours to be worked by Consultant shall be determined by Customer. Consultant shall get prior approval from Customer for the hours to be worked and billed by Consultant.
3. Expense Reimbursement. Consultant shall get prior approval for the kinds, types, and amounts of expenses to be reimbursed, if any, by the Customer.
4. Payment. Customer will pay Consultant bi-weekly for Services performed and Expenses incurred according to this Agreement.
5. Support Services by Customer. Customer shall provide the following support staff, office space, and services support to Consultant while on Customer premises ("Premises"): _____.
6. Termination. Either party may terminate this Agreement at any time, with or without cause.
7. Relationship of the Parties. Consultant is an independent contractor with respect to, and not an employee of, Customer. Therefore, Customer is not responsible for providing any fringe benefits to Consultant including, but not limited to, health insurance, paid vacation, or any other employee benefit.
8. Disclosure. Consultant must disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of Customer. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to the business of Customer.
9. Employees. Consultant's employees, if any, who perform services for Customer under this Agreement, directly or indirectly, shall also be bound by the provisions of this Agreement. Consultant shall make take all necessary steps to effect compliance with this condition of the Agreement.
10. Insurance. Consultant shall obtain all necessary insurance and other benefits required by law for its employees or subcontractors. Consultant shall show such

evidence to Customer prior to beginning work on Customer's premises.

11. Assignment. Consultant's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of Customer. This consent may be withheld for any reason whatsoever.
12. Intellectual Property. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):
 - A. Consultant's Intellectual Property. Interest in the Intellectual Property that is described on the attached Exhibit 1 is not subject to this Agreement.
 - B. Development of Intellectual Property. Any improvements to Intellectual Property items listed on Exhibit 1, further inventions or improvements, and any new items of Intellectual Property discovered or developed by Consultant or their Employees, if any, during the term of this Agreement shall be the property of Customer. Consultant shall sign all documents necessary to perfect the rights of in such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents. Upon request, Consultant shall sign all documents necessary to assign the rights to such Intellectual Property to Customer.
13. Confidentiality. Consultant recognizes that Customer will disclose certain proprietary information of a broad nature. Consultant agrees to hold all such information in confidence by itself, and by its employees, if any. This clause shall be interpreted broadly in favor of the Customer.
14. Unauthorized Disclosure of Confidential or other Information. If it appears that Consultant has disclosed, or threatened disclosure, of Information in violation of this Agreement, Customer shall be entitled to an injunction to restrain Consultant or any of its employees, if any, from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. Customer shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.
15. Confidentiality after Termination. The confidentiality and non-disclosure provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.
16. Return of Records. Upon termination of this Agreement, Consultant shall deliver all records, notes, memos, email, equipment, and any other related materials to Customer. Consultant will eliminate, erase, and otherwise dispose of any copies under its, or its employees, if any, possession, custody, or control.
17. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized over night delivery service such as FedEx.

If to the Consultant: _____.

If to the Customer: _____.

18. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

19. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

20. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of _____ and any dispute under this Agreement must be brought in this venue and no other.

21. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

22. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

Customer

Consultant

Date

Consulting Agreement

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. Customers should always get a consulting agreement signed to limit their exposure to expense and disclosure of confidential information. If the consultant will not sign such an Agreement, don't do the deal. If you are a consultant, a signed deal can benefit you to get terms and conditions agreed to so you can be assured of proper payment and treatment on the job.

1. Sign in multiple copies. Keep one copy with your file for the other party.
2. If Consultant only has one or two employees/contractors, get them to sign this Agreement as well. If you are the Consultant, you are well advised to get your employees/contractors to sign this Agreement so they are bound by its terms as well—and you are not left holding the proverbial “bag” should something go wrong.
3. This is a form of well care that will serve you well over time if you get these agreements signed on a regular basis.

Co-op Promotional Agreement

This Co-op Promotional Agreement ("Agreement") is made and effective this _____ (Date), by and between ("Vendor") _____ (name and address) and ("Reseller") _____ (name and address).

Vendor sells products under the trade name _____ ("Product"). Reseller resells and/or promotes the sale of many goods.

Vendor and Reseller desire to arrange for Vendor to supply the following materials and pay to Reseller for Reseller's promotion of the Product as set forth herein.

Therefore, in consideration of the foregoing, it is agreed:

1. Product Promotion.

Reseller agrees to provide the following special promotion or promotions of the Product ("Promotion"): _____. Reseller will take the necessary steps to insure the Promotion is timely and completely carried out by doing one or more of the following, as appropriate: delivering through messenger or other service to each of Reseller's selling locations or outlets the promotional material (s) and/or products described in this Agreement, informing local managers that Vendor's personnel will be present to provide additional training and or support, and the dates of the training and support, and/or confirming with local managers that Reseller's obligations are being timely completed. If the Promotion involves placement of Vendor's advertising in a catalog, tabloid or circular insert, Reseller shall insure that such advertisement or insertion, if any, is made exactly as specified in this Agreement.

2. Materials.

A. The following materials, if required, are provided by Vendor upon execution of this Agreement or will be provided shortly to enable Reseller to timely complete the Promotion: _____.

B. The following materials, if any, are in the possession of Reseller and will be used by Reseller in performing their duties in the Promotion (s): _____.

3. Term.

The Reseller will completely implement the Promotion not later than _____ and the promotion shall continue until _____.

4. Principal Contacts and Notices.

The principal contact for each party for the purpose of discussing matters related to this Agreement is as follows:

If to Reseller: _____.

If to Vendor: _____.

Any notice given pursuant to this Agreement shall be in writing to the firms identified above by a recognized overnight delivery service such as Federal Express.

5. Proof of Performance.

Reseller shall provide Vendor reasonable proof that the Promotion has been completed on a timely basis including, but not limited to the following evidence:

_____.

6. Fees & Charges.

In consideration of the performance of the Promotion as set forth herein, Vendor shall pay Reseller _____. Vendor shall pay the fee to Reseller not later than thirty (30) days following Reseller's delivery to Vendor of proof of performance as set forth in Section 5 above together with Reseller's invoice. Reseller is entitled to deduct the amount of its fees for the Promotion from amounts to be paid to Vendor for Product purchases or any other charges. In the event of a good faith partial performance by the Reseller, Vendor shall pay Reseller a pro rata portion of the fees, but only if Reseller has substantially completed its obligations in this Agreement.

7. Use of Trademarks.

Vendor hereby grants to Reseller a limited right and license to use Vendor's name, logo, and trademarks associated with the Product to perform Reseller's obligations in this Agreement. Use of the trademarks is subject to Vendor's prior approval. Reseller's license in the Marks shall terminate upon the conclusion of the Promotion.

8. Complete Performance.

In the event the Reseller fails to supply adequate proof of performance, or if Reseller has not substantially completed the Promotion for the benefit of the Vendor as set forth in this Agreement, then Vendor shall not be obligated to pay any part of the fee to Reseller. In such event, Vendor may offer to Reseller its next available similar promotional opportunity that Reseller may accept or reject at its own discretion.

9. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

10. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

11. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of _____ and any dispute under this Agreement must be brought in this venue and no other.

12. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

13. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

Vendor

Reseller

Co-Op Promotional Agreement

Review List

This review list is provided to inform you about the document in question and assist you in its preparation.

1. Co-op allowances are typically “coerced” by resellers and retailers to entice vendors to get them to buy. Percentage of Sales are less risky from a business sense than flat fees which often exceed the value of the actual transaction the vendor is seeking. In other words, vendors are often much better off to offer a “price” discount, even if a steep one, than risk that a flat fee will not be profitable from their standpoint.
2. Each party should review the terms of the Co-op Promotional Agreement. Make sure you are comfortable with all of the provisions, particularly concerning: definition of the “Promotion”; proof of performance; amounts to be paid and under what circumstances.
3. As with any Agreement, consider consulting a lawyer and print two copies of the Co-Op Promotional Agreement, so each party can have an original.
4. Finally, vendors should be aware that in entering the first of these kind of co-op agreements with a reseller or retailer, the reseller or retailer is apt to look to them for more of the same in the future. In other words, although the first such Agreement is indeed temporary from a legal point of view, most resellers consider it an ongoing “opportunity” to require the Vendor to do more of the same from a business point of view. In the most practical of terms, Simply Media rarely enters into these agreements, and when it does so, only on a percentage discount basis. Co-op funds have killed more than a few of our competitors through requiring them to “overpay” for distribution and then being trapped into more of the same in the future. Price discounts for promotional events, however, can be a win/win for both parties. At least with a price discount, you “know” your costs. With a front-end co-op Agreement, you cannot be sure you can earn out the fee.
5. From the Reseller or Retailer’s point of view, they should consider requesting a larger price discount, as opposed to a front-end fee, from their suppliers. You can often negotiate quite a good deal if you approach the vendor appropriately on the subject. Some of the best negotiations by Resellers and Retailers include doing the promotion a bit off-season which gives the Vendor added incentive to provide a good or even great deal.
6. Print two copies of the Agreement so each party may retain an original for their records.

Credit Agency Subscription Agreement

This agreement is made this _____ day of ____, 20__, between _____, herein referred to as SUBSCRIBER, and _____ herein referred to as AGENCY.

The term of this agreement shall begin on _____ and terminate on _____, unless earlier terminated as is provided herein.

AGENCY shall provide credit reports upon the request of SUBSCRIBER. SUBSCRIBER warrants that all inquiries made shall be either pursuant to written consent from the subject of the inquiry or pursuant to a valid business reason and in conformity with all applicable laws and regulations related to use of credit reports.

SUBSCRIBER agrees to indemnify AGENCY against any claims made against AGENCY for providing a credit report unlawfully to SUBSCRIBER.

SUBSCRIBER may from time to time provide information to AGENCY. SUBSCRIBER warrants that any information provided by it shall be true and correct and were acquired in a lawful fashion. SUBSCRIBER shall indemnify AGENCY from any claims related to the information provided by AGENCY. In the event that any challenges are received to the data provided by SUBSCRIBER to agency, SUBSCRIBER shall investigate the challenge and report the results of the verification as soon as possible, but in any event within the time period required by applicable credit laws.

SUBSCRIBER shall pay a fee of \$_____ (_____/100 dollars) per month in advance. In the event that the SUBSCRIBER fails to pay as agreed, AGENCY shall have the right to discontinue service, or, in its option, to accelerate payment of the remaining sums due. Any past due amounts shall bear interest at the highest legal rate.

This agreement shall be subject to the general terms and conditions related to the use or reporting of credit information as published by AGENCY. AGENCY shall provide all services in strict accordance with the applicable laws and regulations related to the provision of commercial or consumer credit reports and will indemnify and hold SUBSCRIBER harmless from any claims related to the performance by AGENCY of reports.

AGENCY may terminate this agreement at any time, if in its sole discretion SUBSCRIBER is or is about to fail to comply with the general terms and conditions relating to the use or reporting of credit reports, or laws or regulations related to the same.

This is the entire agreement between the parties and only a writing executed by both parties hereto may alter this agreement.

Dated: _____

For _____:

_____ By Agency

For _____:

_____ By Customer

Credit Agency Subscription Agreement

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. Many service providers have their own agreements which usually are more onerous than the ones we provide for your use and modification. Since you are the customer, if that is your role in this transaction, then you can decide to use your own agreement. If you are the service provider, you can adapt this agreement to many other purposes.

1. Make multiple copies. Give a signed copy to each party.

Exclusive Distributor Agreement

This Exclusive Distributorship Agreement ("Agreement") is made and effective this _____ (Date), by and between ("Distributor") _____ (Name and Address) and ("Manufacturer") _____ (Name and Address). Manufacturer desires to appoint Distributor, and Distributor desires to accept appointment, as an exclusive distributor of Manufacturer's products within a defined area as set forth herein.

Therefore, in consideration of the mutual agreements and promises set forth herein, it is agreed:

1. Rights Granted.

Manufacturer hereby grants to Distributor the exclusive right, on the terms and conditions set forth herein, to purchase, inventory, promote and resell "Manufacturer's Products" (as defined below) within the following area (the "Territory"): Nothing herein shall prevent or prohibit Manufacturer from selling any of Manufacturer's Products directly to the customers and other distributors in territories as defined as follows:

_____.

2. Products.

The term "Manufacturer's Products," in this Agreement, shall mean the products, related service parts and accessories manufactured and/or sold by Manufacturer as follows:

_____.

3. Terms of Sale.

All sales of Manufacturer's Products to Distributor shall be made pursuant to this Agreement at such prices and on such terms, as Manufacturer shall establish from time to time with at least thirty (30) days written notice. All prices are FOB Manufacturer's plant or warehouse location, unless otherwise stated in this Agreement. Risk of loss due to damage or destruction of Manufacturer's Products shall be the responsibility of the Distributor after delivery to the carrier for shipment. Manufacturer will select the shipper unless Distributor requests a reasonable alternative. All orders are subject to acceptance by Manufacturer. Except as otherwise expressly agreed by Manufacturer in advance, this Agreement shall control all aspects of the dealings between the parties with respect to the Manufacturer's Products and any additional or different terms in any Distributor order are hereby rejected unless the parties specifically agree to them in advance of shipment and mutually sign another agreement to that effect.

4. Payment.

Distributor shall pay all charges due hereunder within thirty (30) days after the date of Manufacturer's invoice. Payment shall be made as shown on the invoice. Manufacturer may impose a late payment charge of one percent (1.5%) per month on any overdue unpaid balances.

5. Marketing Policies.

Distributor will at all times maintain adequate inventories of Manufacturer's Products and will promote vigorously and effectively the sale of Manufacturer's Products through all channels of distribution prevailing in the Territory, in conformity with Manufacturer's established marketing policies and programs. Distributor will use its best efforts to sell Manufacturer's Products to aggressive, reputable, and financially responsible dealers providing satisfactory consumer service throughout Distributor's primary marketing area. Distributor is authorized to enter into written agreements with its dealers relating to the purchase, resale and service of Manufacturer's Products on forms approved by Manufacturer for this purpose. The risk of collection from dealers, however, is entirely the risk undertaken by the Distributor. The Distributor may not, under any circumstances, chargeback Manufacturer for unpaid invoices by a dealer or dealers.

6. Distributor's General Duties.

- A. Distributor shall maintain a place of business in the Territory, including suitable showroom facilities to display Manufacturer's Products. Distributor shall provide maintenance service on Manufacturer's Products sold in the Territory, using qualified personnel and subject to service policies satisfactory to Manufacturer.
- B. Distributor shall hire sales personnel or appoint representatives to introduce, promote, market and sell Manufacturer's Products in the Territory. Distributor shall adequately train such personnel and/or representatives. Distributor shall employ sufficient numbers of sales personnel and/or representatives to market Manufacturer's Products in the Territory.
- C. Distributor agrees not to engage in the distribution promotion, marketing or sale of any goods or products that compete or conflict with Manufacturer's Products. Distributor agrees to supply to Manufacturer a list of items handled by Distributor following Manufacturer's request to ensure that no conflict exists.

7. Sales Policies.

- A. Sales quotas, giving reasonable regard to past performance and market potential of the manufacturer's Products, may be established by Manufacturer from time to time. Distributor agrees to employ sales personnel of demonstrated capacity to attain such quotas and consents to rewards directly to such personnel by Manufacturer in recognition of superior performance.
- B. Manufacturer will provide Distributor with merchandising assistance from time to time in the form of advertising programs, product and sales training, and field sales assistance.
- C. Distributor agrees to use such assistance in carrying out Manufacturer's merchandising and sales promotion policies.

8. Advertising Policies.

Manufacturer will cooperate with Distributor and its dealers in providing for continuous

and effective advertising and promotion of Manufacturer's Products throughout the Territory, and Distributor agrees at Distributor's expense to participate in, actively promote and faithfully comply with the terms and conditions of such cooperative advertising and merchandising programs as Manufacturer may establish and offer to Distributor from time to time. Nothing herein shall prevent Distributor from separately advertising and marketing the Manufacturer's Products within the Territory, provided the form and content of the advertising or marketing materials are approved by Manufacturer in advance.

9. Warranty Policies.

If any of Manufacturer's Products are proven to Manufacturer's satisfaction to have been defective at time of sale to Distributor, Manufacturer will make an appropriate adjustment in the original sales price of such product or, at Manufacturer's election, replace the defective product. Manufacturer shall provide to Distributor information with respect to Manufacturer's limited warranty extended to the original consumer of Manufacturer's Products. MANUFACTURER MAKES NO WARRANTY TO DISTRIBUTOR, OR ITS CUSTOMERS, WITH RESPECT TO THE PRODUCTS, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. Indemnification.

- A. Manufacturer agrees to protect Distributor and hold Distributor harmless from any loss or claim arising out of inherent defects in any of Manufacturer's Products existing at the time such product is sold by Manufacturer to Distributor, provided that Distributor gives Manufacturer immediate notice of any such loss or claim and cooperates fully with Manufacturer in the handling thereof.
- B. Distributor agrees to protect Manufacturer and hold Manufacturer harmless from any loss or claim arising out of the negligence of Distributor, Distributor's agents, employees or representatives in the installation, use, sale or servicing of Manufacturer's Products or arising out of any representation or warranty made by Distributor, its agents, employees or representations with respect to Manufacturer's Products that exceeds Manufacturer's limited warranty. Further, in the event that any of Distributor's dealers shall, with respect to any of Manufacturer's Products purchased from Distributor, fail to discharge the dealer's obligations to the original consumer pursuant to the terms and conditions of Manufacturer's product warranty and consumer service policies, Distributor agrees to discharge promptly such unfulfilled obligations.

11. Order Processing and Returns.

- A. Manufacturer will employ its best efforts to fill Distributor's orders promptly on acceptance, but reserves the right to allot available inventories among distributors and end user customers at its discretion.
- B. Except for Manufacturer's products that are defective at the time of sale to Distributor, Manufacturer shall not be obligated to accept any of Manufacturer's Products that are returned. In the event such returns are

accepted, Manufacturer may impose a reasonable restocking charge.

12. Financial Policies.

Distributor acknowledges the importance to Manufacturer of Distributor's sound financial operation and Distributor expressly agrees that it will:

- A. Maintain and employ in connection with Distributor's business and operations under this Agreement such working capital and net worth as may be required to enable Distributor properly carry out and perform all of Distributor's duties, obligations and responsibilities under this Agreement;
- B. Pay promptly all amounts due Manufacturer in accordance with terms of sale extended by Manufacturer from time to time;
- C. Furnish Manufacturer with financial statements in such form as Manufacturer may reasonably require from time to time for credit purposes; and
- D. Furnish, at Manufacturer's request, a detailed reconciliation of Manufacturer's statements of account with Distributor's records, listing all differences, and showing net amount Distributor acknowledges to be due Manufacturer.

In addition to any other right or remedy to which Manufacturer may be entitled, shipments may be suspended at Manufacturer's discretion in the event that Distributor fails to promptly and faithfully discharge each and every obligation in this Section.

13. Use of Manufacturer's Name.

Distributor will not use, authorize or permit the use of, the name or any other trademark or trade name owned by Manufacturer as part of its firm, corporate or business name in any way. Distributor shall not contest the right of Manufacturer to exclusive use of any trademark or trade name used or claimed by Manufacturer. Distributor may, subject to Manufacturer's policies regarding reproduction of same, utilize Manufacturer's name, trademarks and logos in advertising, on stationery and business cards, or on its website.

14. Relationship of the Parties.

The relationship between Manufacturer and Distributor is that of vendor and vendee. Distributor, its agents and employees shall, under no circumstances, be deemed employees, agents or representatives of Manufacturer. Distributor will not modify any of Manufacturer's Products without written permission from Manufacturer. Neither Distributor nor Manufacturer shall have any right to enter into any contract or commitment in the name of, or on behalf of the other, or to bind the other in any respect whatsoever.

15. Term and Termination.

Unless earlier terminated as provided below, the term of this Agreement shall commence on _____ (Date) and shall continue until _____ (Date). At the end of the term, the Agreement shall continue until terminated by either party on at least 30 Days prior notice.

- A. Manufacturer may terminate at any time by written notice given to Distributor not less than ninety (90) days prior to the effective date of such notice in the event Manufacturer decides to terminate all outstanding distributor agreements for Manufacturer's Products and to offer a new or amended form of distributor agreement.
- B. Manufacturer may terminate this Agreement upon notice to Distributor on any of the following events: (1) failure of Distributor to fulfill or perform any one of the duties, obligations or responsibilities of Distributor in this Agreement, which failure not cured within 30 Days notice from Manufacturer; (2) any assignment by Distributor of any interest in this agreement or delegation of Distributor's obligations without Manufacturer's written consent; (3) any sale, transfer or relinquishment, voluntary or involuntary, by operation of law or otherwise, of a material interest in the direct or indirect ownership or any change in the managers of Distributor; (4) failure of Distributor for any reason to function in the ordinary course of business; (5) conviction in a court of competent jurisdiction of Distributor, or of a significant partner, principal officer or major stockholder of Distributor for any violation of law that, in Manufacturer's opinion, to affect adversely the operation or business of Distributor or the good name, goodwill, or reputation of Manufacturer, products of Manufacturer, or Distributor; or (6) submission by Distributor to Manufacturer of fraudulent reports or statements, including, without limitation, claims for any refund, credit, rebate, incentive, allowance, discount, reimbursement or other payment by Manufacturer.

16. Obligations on Termination.

On termination of this Agreement, Distributor shall cease to be an authorized distributor. All amounts owing by Distributor to Manufacturer shall, notwithstanding prior terms of sale, become immediately due and payable;

- A. All unshipped orders shall be cancelled without liability of either party to the other;
- B. Distributor will resell and deliver to Manufacturer on demand, free and clear of liens and encumbrances, such of Manufacturer's Products and materials bearing Manufacturer's name as Manufacturer shall elect to repurchase, at a mutually agree price, but not in excess of Manufacturer's current price to distributors for such products and materials, provided that Manufacturer shall not be obligated to pay Distributor for any item originally provided free of charge;
- C. Neither party shall be liable to the other because of such termination for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales, or on account of expenditures, investments, lease or commitments in connection with the business or goodwill of Manufacturer or Distributor or for any other reason whatsoever growing out of such termination.
- D. In sum, both parties acknowledge that termination of this Agreement at some point is highly probable and should be treated in the ordinary course of business with both parties exerting their best efforts to end the relationship amicably.

17. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or recognized overnight services such as Federal Express.

If to Manufacturer: _____.
(Name & Address)

If to Distributor: _____.
(Name & Address)

18. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

19. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

20. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of _____ and any dispute under this Agreement must be brought in this venue and no other.

21. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

22. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

Manufacturer

Distributor

Distributorship Agreement - Exclusive

Review List

This review list is provided to inform you about the document in question and assist you in its preparation.

1. The Manufacturer should be alert to the dangers in establishing any long-term exclusive relationship with a Distributor. Most of these relationships accrue to the benefit of the Distributor, not the Manufacturer. Notable cases include Coke, Pepsi, McDonald's and others who had to buy back their rights at considerable expense from these parties. The reverse is true for Distributors. It is usually in their best interests to acquire as many of these agreements as possible in the hopes that one or two will turn into the gold mine that a Coke, Pepsi, or McDonald's franchise has done.
2. Manufacturer should consider long and hard whether they can get the same result, or nearly the same result, with a nonexclusive Agreement. Nonexclusive Agreements give the Distributor less leverage over the Manufacturer in situations where the Distributor performs poorly. These agreements are more common today, for that reason, than exclusive Agreements. If the Manufacturer chooses to go ahead with an Exclusive agreement, they must extra cautious about investigating the financial and marketing power and commitment of the Distributor. In simple terms, the back door or exit position is much weaker, and distributors that seek exclusive agreements, and don't back off the request easily, are usually prepared to fight hard to keep their exclusive agreements, no matter how poorly they perform.
3. This agreement creates an exclusive right on behalf of the Distributor to market the products in the territory defined by the parties. This means that other distributors cannot in the territory. Make sure that an exclusive arrangement is what both parties have negotiated and can tolerate, especially the Manufacturer.
4. Manufacturers, once again, need to also be alert that terminating a Distributor with our without cause, can lead to serious legal charges being brought against the Manufacturer involving everything from the broad category of "good faith" dealing to antitrust claims. This is an area ripe with dangerous legal traps that are different in many states. Before entering into an Exclusive Distributor Agreement we strongly recommend you consult with a knowledgeable business attorney about the implications in your state and the Distributor's state regarding such agreements.
5. Print two copies of the Agreement so each party can have a copy that is an original.

Non-Exclusive Distributor Agreement

This Non-Exclusive Distributorship Agreement ("Agreement") is made and effective this _____ (Date), by and between ("Distributor") _____ (Name and Address) and ("Manufacturer") _____ (Name and Address). Manufacturer desires to appoint Distributor, and Distributor desires to accept appointment, as a non-exclusive distributor of Manufacturer's products within a defined area as set forth herein.

Therefore, in consideration of the mutual agreements and promises set forth herein, it is agreed:

1. Rights Granted.

Manufacturer hereby grants to Distributor the non-exclusive right, on the terms and conditions set forth herein, to purchase, inventory, promote and resell "Manufacturer's Products" (as defined below) within the following area (the "Territory"): Nothing herein shall prevent or prohibit Manufacturer from selling any of Manufacturer's Products to other distributors or directly to customers other than the ones as listed as follows:

_____.

2. Products.

The term "Manufacturer's Products," in this Agreement, shall mean the products, related service parts and accessories manufactured and/or sold by Manufacturer as follows:

_____.

3. Terms of Sale.

All sales of Manufacturer's Products to Distributor shall be made pursuant to this Agreement at such prices and on such terms, as Manufacturer shall establish from time to time with at least thirty (30) days written notice. All prices are FOB Manufacturer's plant or warehouse location, unless otherwise stated in this Agreement. Risk of loss due to damage or destruction of Manufacturer's Products shall be the responsibility of the Distributor after delivery to the carrier for shipment. Manufacturer will select the shipper unless Distributor requests a reasonable alternative. All orders are subject to acceptance by Manufacturer. Except as otherwise expressly agreed by Manufacturer in advance, this Agreement shall control all aspects of the dealings between the parties with respect to the Manufacturer's Products and any additional or different terms in any Distributor order are hereby rejected unless the parties specifically agree to them in advance of shipment and mutually sign another agreement to that effect.

4. Payment.

Distributor shall pay all charges due hereunder within thirty (30) days after the date of Manufacturer's invoice. Payment shall be made as shown on the invoice. Manufacturer may impose a late payment charge of one percent (1.5%) per month on any overdue unpaid balances.

5. Marketing Policies.

Distributor will at all times maintain adequate inventories of Manufacturer's Products and will promote vigorously and effectively the sale of Manufacturer's Products through all channels of distribution prevailing in the Territory, in conformity with Manufacturer's established marketing policies and programs. Distributor will use its best efforts to sell Manufacturer's Products to aggressive, reputable, and financially responsible dealers providing satisfactory consumer service throughout Distributor's primary marketing area. Distributor is authorized to enter into written agreements with its dealers relating to the purchase, resale and service of Manufacturer's Products on forms approved by Manufacturer for this purpose. The risk of collection from dealers, however, is entirely the risk undertaken by the Distributor. The Distributor may not, under any circumstances, chargeback Manufacturer for unpaid invoices by a dealer or dealers.

6. Distributor's General Duties.

- A. Distributor shall maintain a place of business in the Territory, including suitable showroom facilities to display Manufacturer's Products. Distributor shall provide maintenance service on Manufacturer's Products sold in the Territory, using qualified personnel and subject to service policies satisfactory to Manufacturer.
- B. Distributor shall hire sales personnel or appoint representatives to introduce, promote, market and sell Manufacturer's Products in the Territory. Distributor shall adequately train such personnel and/or representatives. Distributor shall employ sufficient numbers of sales personnel and/or representatives to market Manufacturer's Products in the Territory.
- C. Distributor agrees not to engage in the distribution promotion, marketing or sale of any goods or products that compete or conflict with Manufacturer's Products. Distributor agrees to supply to Manufacturer a list of items handled by Distributor following Manufacturer's request to ensure that no conflict exists.

7. Sales Policies.

- A. Manufacturer may establish sales quotas, giving reasonable regard to past performance and market potential of the manufacturer's Products, from time to time. Distributor agrees to employ sales personnel of demonstrated capacity to attain such quotas and consents to rewards directly to such personnel by Manufacturer in recognition of superior performance.
- B. Manufacturer will provide Distributor with merchandising assistance from time to time in the form of advertising programs, product and sales training, and field sales assistance.
- C. Distributor agrees to use such assistance in carrying out Manufacturer's merchandising and sales promotion policies.

8. Advertising Policies.

Manufacturer will cooperate with Distributor and its dealers in providing for continuous

and effective advertising and promotion of Manufacturer's Products throughout the Territory, and Distributor agrees at Distributor's expense to participate in, actively promote and faithfully comply with the terms and conditions of such cooperative advertising and merchandising programs as Manufacturer may establish and offer to Distributor from time to time. Nothing herein shall prevent Distributor from separately advertising and marketing the Manufacturer's Products within the Territory, provided the form and content of the advertising or marketing materials are approved by Manufacturer in advance.

9. Warranty Policies.

If any of Manufacturer's Products are proven to Manufacturer's satisfaction to have been defective at time of sale to Distributor, Manufacturer will make an appropriate adjustment in the original sales price of such product or, at Manufacturer's election, replace the defective product. Manufacturer shall provide to Distributor information with respect to Manufacturer's limited warranty extended to the original consumer of Manufacturer's Products. MANUFACTURER MAKES NO WARRANTY TO DISTRIBUTOR, OR ITS CUSTOMERS, WITH RESPECT TO THE PRODUCTS, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. Indemnification.

- A. Manufacturer agrees to protect Distributor and hold Distributor harmless from any loss or claim arising out of inherent defects in any of Manufacturer's Products existing at the time such product is sold by Manufacturer to Distributor, provided that Distributor gives Manufacturer immediate notice of any such loss or claim and cooperates fully with Manufacturer in the handling thereof.
- B. Distributor agrees to protect Manufacturer and hold Manufacturer harmless from any loss or claim arising out of the negligence of Distributor, Distributor's agents, employees or representatives in the installation, use, sale or servicing of Manufacturer's Products or arising out of any representation or warranty made by Distributor, its agents, employees or representations with respect to Manufacturer's Products that exceeds Manufacturer's limited warranty. Further, in the event that any of Distributor's dealers shall, with respect to any of Manufacturer's Products purchased from Distributor, fail to discharge the dealer's obligations to the original consumer pursuant to the terms and conditions of Manufacturer's product warranty and consumer service policies, Distributor agrees to discharge promptly such unfulfilled obligations.

11. Order Processing and Returns.

- A. Manufacturer will employ its best efforts to fill Distributor's orders promptly on acceptance, but reserves the right to allot available inventories among distributors and end user customers at its discretion.
- B. Except for Manufacturer's products that are defective at the time of sale to Distributor, Manufacturer shall not be obligated to accept any of Manufacturer's Products that are returned. In the event such returns are

accepted, Manufacturer may impose a reasonable restocking charge.

12. Financial Policies.

Distributor acknowledges the importance to Manufacturer of Distributor's sound financial operation and Distributor expressly agrees that it will:

- A. Maintain and employ in connection with Distributor's business and operations under this Agreement such working capital and net worth as may be required to enable Distributor properly carry out and perform all of Distributor's duties, obligations and responsibilities under this Agreement;
- B. Pay promptly all amounts due Manufacturer in accordance with terms of sale extended by Manufacturer from time to time;
- C. Furnish Manufacturer with financial statements in such form as Manufacturer may reasonably require from time to time for credit purposes; and
- D. Furnish, at Manufacturer's request, a detailed reconciliation of Manufacturer's statements of account with Distributor's records, listing all differences, and showing net amount Distributor acknowledges to be due Manufacturer.

In addition to any other right or remedy to which Manufacturer may be entitled, shipments may be suspended at Manufacturer's discretion in the event that Distributor fails to promptly and faithfully discharge each and every obligation in this Section.

13. Use of Manufacturer's Name.

Distributor will not use, authorize or permit the use of, the name or any other trademark or trade name owned by Manufacturer as part of its firm, corporate or business name in any way. Distributor shall not contest the right of Manufacturer to exclusive use of any trademark or trade name used or claimed by Manufacturer. Distributor may, subject to Manufacturer's policies regarding reproduction of same, utilize Manufacturer's name, trademarks and logos in advertising, on stationery and business cards, or on its website.

14. Relationship of the Parties.

The relationship between Manufacturer and Distributor is that of vendor and vendee. Distributor, its agents and employees shall, under no circumstances, be deemed employees, agents or representatives of Manufacturer. Distributor will not modify any of Manufacturer's Products without written permission from Manufacturer. Neither Distributor nor Manufacturer shall have any right to enter into any contract or commitment in the name of, or on behalf of the other, or to bind the other in any respect whatsoever.

15. Term and Termination.

Unless earlier terminated as provided below, the term of this Agreement shall commence on _____ (Date) and shall continue until _____ (Date). At the end of the term, the Agreement shall continue until terminated by either party on at least 30 Days prior notice.

- A. Manufacturer may terminate at any time by written notice given to Distributor not less than ninety (90) days prior to the effective date of such notice in the event Manufacturer decides to terminate all outstanding distributor agreements for Manufacturer's Products and to offer a new or amended form of distributor agreement.
- B. Manufacturer may terminate this Agreement upon notice to Distributor on any of the following events: (1) failure of Distributor to fulfill or perform any one of the duties, obligations or responsibilities of Distributor in this Agreement, which failure not cured within 30 Days notice from Manufacturer; (2) any assignment by Distributor of any interest in this agreement or delegation of Distributor's obligations without Manufacturer's written consent; (3) any sale, transfer or relinquishment, voluntary or involuntary, by operation of law or otherwise, of a material interest in the direct or indirect ownership or any change in the managers of Distributor; (4) failure of Distributor for any reason to function in the ordinary course of business; (5) conviction in a court of competent jurisdiction of Distributor, or of a significant partner, principal officer or major stockholder of Distributor for any violation of law that, in Manufacturer's opinion, to affect adversely the operation or business of Distributor or the good name, goodwill, or reputation of Manufacturer, products of Manufacturer, or Distributor; or (6) submission by Distributor to Manufacturer of fraudulent reports or statements, including, without limitation, claims for any refund, credit, rebate, incentive, allowance, discount, reimbursement or other payment by Manufacturer.

16. Obligations on Termination.

On termination of this Agreement, Distributor shall cease to be an authorized distributor. All amounts owing by Distributor to Manufacturer shall, notwithstanding prior terms of sale, become immediately due and payable;

- A. All unshipped orders shall be cancelled without liability of either party to the other;
- B. Distributor will resell and deliver to Manufacturer on demand, free and clear of liens and encumbrances, such of Manufacturer's Products and materials bearing Manufacturer's name as Manufacturer shall elect to repurchase, at a mutually agree price, but not in excess of Manufacturer's current price to distributors for such products and materials, provided that Manufacturer shall not be obligated to pay Distributor for any item originally provided free of charge;
- C. Neither party shall be liable to the other because of such termination for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales, or on account of expenditures, investments, lease or commitments in connection with the business or goodwill of Manufacturer or Distributor or for any other reason whatsoever growing out of such termination.
- D. In sum, both parties acknowledge that termination of this Agreement at some point is highly probable and should be treated in the ordinary course of business with both parties exerting their best efforts to end the relationship amicably.

17. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or recognized overnight services such as Federal Express.

If to Manufacturer: _____.
(Name & Address)

If to Distributor: _____.
(Name & Address)

18. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

19. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

20. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of _____ and any dispute under this Agreement must be brought in this venue and no other.

21. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

22. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

Manufacturer

Distributor

Distributorship Agreement – Non-Exclusive Review List

This review list is provided to inform you about the document in question and assist you in its preparation.

1. The Manufacturer should be alert to the dangers in establishing any long-term exclusive relationship with a Distributor. This non-exclusive agreement sidesteps most of those issues.
2. This agreement creates a non-exclusive right on behalf of the Distributor to market the products in the territory defined by the parties. This is a relatively benign agreement with limited recourse of the Distributor against the Manufacturer.

Manufacturers still need to also be alert that terminating a Distributor with or without cause, can lead to serious legal charges being brought against the Manufacturer involving everything from the broad category of “good faith” dealing to antitrust claims. This is an area ripe with dangerous legal traps that are different in many states. Before entering into a non-exclusive Distributor Agreement we strongly recommend you consult with a knowledgeable business attorney about the implications in your state and the Distributor’s state regarding such agreements. Having said this, there are far fewer risks associated with a non-exclusive than with an exclusive agreement.

3. Print two copies of the Agreement so each party can have a copy that is an original.

Assignment of Equipment Lease

This Assignment of Equipment Lease ("Assignment") is made as of _____
(Date) by and between _____ Original Lessee ("Assignor") of _____
(Address) and _____
New Lessee ("Assignee") of _____.

Whereas by a lease dated _____ made between _____, the original Lessor (the "Lessor") and the Assignor (the "Lease"), the Lessor leased to the Assignor _____ ("Equipment"), subject to the covenants and agreements contained in the Lease, a copy of which is attached hereto as Exhibit 1; and the Assignor wishes to assign to the Assignee, and the Assignee wishes to be assigned, the Lease;

Therefore in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the parties hereby agree as follows:

1. The Assignor hereby assigns to the Assignee its interest in the Equipment and the Lease and all benefit and advantage to be derived there from.
2. The Assignee covenants and agrees to pay the monthly lease payments and observe and perform all of the lessee's covenants and obligations contained in the Lease.
3. The Assignee agrees to be bound by all the terms, covenants, conditions and obligations in the Lease as if the Assignee had entered into the Lease with the Lessor and as if the Assignee were the original lessee under the Lease.
4. The Assignee agrees to obtain a consent from the Lessor, whereby the Lessor consents to the assignment of the Lease to the Assignee.
5. The Assignee indemnifies and holds harmless the Assignor from and against any and all costs, expenses, damages and losses which the Assignor may suffer or incur relating to the Equipment and the Lease from and after the date hereof, including but not limited to any costs, expenses, damages and losses which arise as a result of the failure of the Assignee to comply with the terms of this paragraph.
6. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized over night delivery service such as FedEx.

If to the Assignor: _____.

If to the Assignee: _____.

If to the Lessor: _____.

8. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

9. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

10. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of _____ and any dispute under this Agreement must be brought in this venue and no other.

11. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

12. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

Assignor

Assignor

Date

Lessor

Exhibit 1: Original Lease

Assignment of Equipment Lease

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This is a straightforward Assignment Agreement, which may be modified for other assignments.

1. Make multiple copies so all parties may have one original copy. Include a copy in your minute book, make it available to any financial institution that requires you to provide copies of capital equipment obligations, and keep a separate copy in the equipment lease or vendor file.

Equipment Lease

This Equipment Lease ("Lease") is made effective as of _____ (Date), by and between _____ ("Lessor") and _____ ("Lessee").

The agreement of the parties is as follows:

1. Equipment subject to Lease. Lessor shall lease the Equipment ("Equipment") listed in Exhibit 1.
2. Payment Terms. The Lessee shall make ____ payments of \$_____, for a total amount of \$_____. Payments shall be due on the first day of each month, with the first payment due on _____. The lease payments shall be due without further notice to Lessee of any payment being due.
3. Late Charge. A late charge of 5% of the payment shall be due if any Lease payment is not received within 10 days of the due date. In addition, interest will be charged at the rate of 1.5% per month, or 18% per year, on any unpaid balances.
4. Insufficient Check Charge. Lessee shall be charged \$25 for each check that is returned to the Lessor for lack of sufficient or collectible funds or for any other reason whatsoever.
5. Security Deposit. Lessee shall pay a security deposit of two payments or \$ _____, at the time this Lease is signed. This deposit will be returned to the Lessee at the termination of this Lease, subject to the option of the Lessor applying it against Lease charges and damages. Any amounts refundable to the Lessee shall be paid at the time this Lease is terminated. The security deposit shall bear interest at an annual rate of 6% from the date paid to the Lessor until the date refunded, based on the total amount of the security deposit.
6. Lease Term. This Lease shall begin on the above effective date and shall terminate on _____ (Date), unless otherwise terminated in a manner consistent with the terms of this Lease.
7. Location or locations of the Equipment. The equipment shall be located at _____ during the lease term, and shall not be removed from that location without the Lessor's prior written consent.
8. Operation and Care of Equipment. The equipment must be used and operated in a careful and appropriate manner. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any.
9. Maintenance and Repair. Lessee shall maintain at the Lessee's cost, the equipment in good repair and operating condition, allowing for reasonable wear and tear. Such costs shall include labor, material, parts, and any similar items.
10. Alterations. Lessee shall make no alterations to the equipment without the prior

written consent of Lessor. All alterations shall be the property of Lessor and subject to the terms of this Lease.

11. Right of Inspection. Lessor shall have the absolute right to inspect the Equipment during Lessee's normal business hours.
12. Equipment Return at the end of the Lease. At the end of the Lease term, the Lessee shall be obligated to return the equipment to the Lessor at the Lessee's expense.
13. Renewal Option of the Lessee. If Lessee is not in default upon the expiration of this lease, the Lessee shall have the option to renew this Lease for a similar term on such terms as the parties may mutually agree upon at the time of such renewal, the end of the Lease period covered in this Agreement.
14. Purchase Option. If Lessee is not in default under this Lease, the Lessee shall have the option to purchase items of equipment at the end of the lease term for the price specified for such items of equipment in the attached Exhibit 1. Lessee shall exercise this option by providing written notice to the Lessor of such intent at least 30 days prior to the end of the lease term.
15. Equipment Acceptance by Lessee. Lessee shall inspect each item of equipment delivered pursuant to this Lease. The Lessee shall immediately notify the Lessor of any discrepancies between such item of equipment and the description of the equipment in the Equipment Schedule. If the Lessee fails to provide such notice before accepting delivery of the equipment, the Lessee will be conclusively presumed to have accepted the equipment as specified in Exhibit 1.
16. Ownership and Legal Status of Equipment. Equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. Lessor shall be deemed to have retained title to the equipment at all times, unless the Lessor transfers the title by sale. The Lessee shall immediately advise the Lessor regarding any notice of any claim, levy, lien, or legal process filed or issued against the equipment.
17. No Warranty. Lessor makes no warranties, express or implied, as to the equipment leased. Lessee assumes the responsibility for the condition of the equipment.
18. Risk of Loss or Damage and Insurance. Lessee assumes all risk of loss or damage to the equipment from any cause, and agrees to return it to the Lessor in the condition received from the Lessor, with the exception of normal wear and tear, unless otherwise provided in this Lease. Lessee shall provide evidence of insurance of the equipment and make Lessor a Named party on the insurance policy. Any lapse of insurance shall be considered a default under the terms of this Agreement.
19. Indemnity of Lessor for Loss or Damages. Unless otherwise provided in this Lease, if the equipment is damaged or lost, Lessor shall have the option of requiring the Lessee to repair the equipment to a state of good working order, or replace equipment with like equipment in good repair, which equipment shall become the property of the Lessor and subject to this Lease.
20. Liability and Indemnity. Liability for injury, disability, and death of workers and other

persons caused by operating, handling, or transporting the equipment during the term of this Lease is the obligation of Lessee, and Lessee shall indemnify and hold Lessor harmless from and against all such liability. Lessee shall maintain liability insurance of at least \$1 million as further discussed in Section 18 above, entitled "Risk of Loss or Damage and Insurance.

21. Taxes and Fees. During the term of this Lease, the Lessee shall pay all applicable taxes, assessments, and license and registration fees on the equipment.
22. Default. The occurrence of any of the following shall constitute a default under this Lease:
 - A. Failure to make a required payment under this Lease when due.
 - B. Violation of any other provision or requirement that is not corrected within 10 days after written notice of the violation is given.
 - C. The insolvency or bankruptcy of Lessee.
 - D. The subjection of any of Lessee's property to any levy, seizure, assignment, application or sale for or by any creditor or government agency.
23. Rights upon Default. In addition to any other rights afforded the Lessor by law, if the Lessee is in default under this Lease, without notice to or demand on the Lessee, the Lessor may take possession of the equipment as provided by law, deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold the Lessee responsible for any deficiency. The rights and remedies of the Lessor provided by law and this Agreement shall be cumulative in nature. Lessor shall be obligated to re-lease the equipment, or otherwise mitigate the damages from the default, only as required by law.

Exhibit 1: Equipment Schedule

Lease End Purchase Price: (Should be included; very important).

Equipment Lease Review List

This review list is provided to inform you about the document in question and assist you in its preparation. This is a standard straightforward lease agreement. Be sure to file the appropriate local, county, and state liens (UCC forms) against the equipment within the locals where the Equipment is kept by Lessee, according to this Agreement. This not only perfects your interest in the property but also warns off other creditors of Lessee, so they do not attempt to attach the property. If they do, you will have a senior position.

Be sure to establish an end of lease purchase price in Exhibit 1. Do likewise for a renewal period of the Equipment. GE Capital, for example, has found releasing Equipment very lucrative because the proper paperwork is in place and continuation is quite simple because, by the end of the first lease period, most equipment is worth more than its then supposed capital price. Therefore, you may be well advised from a business perspective to encourage releasing for a reduced price at the end of the lease. In this instance, inertia is on your side since Lessee "has" the Equipment and it is always easier to continue as is rather than getting new equipment, and so on.

1. Make multiple copies so you have several sets for your various files, including your corporate records.
2. Be sure to file liens, as appropriate, as described above against your equipment in the appropriate jurisdictions.

Firm Offer

_____, referred to herein as supplier offers to sell to
_____, referred to herein as "Customer", the following:

Item: _____

Quantity of purchase: _____

Maximum number of units available: _____

Terms: _____

Price per unit: _____

This is a firm offer under Section 2-205 of the Uniform Commercial Code and will remain open for 30 days from date of making.

For _____

Dated: _____

The offer made by _____ is accepted, and the following order entered as is provided in the offer:

Item: _____

Quantity of purchase: _____

Delivery date requested: _____

Terms: _____

For _____

Customer

Dated: _____

Firm Offer Review List

This review list is provided to inform you about this document in question and assist you in its preparation. A Firm Offer document is often used by a company with one of the Seller's agents so the agent can get the offer approved at headquarters. It is a useful approach for the buyer if accepted in whole or even if you receive a counter bid in return. It is also helpful for the seller's agent because they have all terms in writing and can submit it without all the "what ifs" surrounding oral offers.

1. Make multiple copies. Give one to the signatory and another for the potential seller.

Fleet Service Agreement

_____, referred to as GARAGE, and
_____, referred to as FLEET OWNER, agree:

GARAGE shall provide regular maintenance and repair services for FLEET OWNER for a period beginning on _____ and terminating on _____.

FLEET OWNER operates the following types of vehicles:

GARAGE shall perform all regularly scheduled mechanical maintenance as is provided for severe-commercial service for the vehicles in their manufacturers manuals. FLEET OWNER shall deliver all vehicles to GARAGE within 125 miles of the scheduled intervals for service.

GARAGE shall perform regularly scheduled minor mechanical service within ½ working day from delivery, and any scheduled major service within 1 working day from delivery including provision of oil, filters and other parts specified for scheduled service.

GARAGE shall maintain complete records of all service performed and shall retain these records for a period of two years after performance and shall permit inspection of the same by FLEET OWNER at all reasonable times.

Unless otherwise provided, tires and batteries shall be separately billed as required. For the performance of the regularly scheduled service, FLEET OWNER shall pay _____ (_____ & ___/100 dollars) for each minor service, and \$_____ (_____ & ___/100 dollars) for each major service.

GARAGE will provide major and unscheduled maintenance as required by vehicle needs.

GARAGE shall bill for service as required using the Chilton manual for labor, and obtaining all parts from _____ at their most advantageous rate.

FLEET OWNER shall pay directly for parts.

GARAGE shall charge a rate of \$_____ (_____ & ___/100 dollars) per hour for such service. As to all services provided herein, GARAGE shall give first priority to the work of FLEET OWNER.

Unless delayed by the unavailability of parts, or by force majeure, in the event that GARAGE fails to perform major or minor service in the time specified herein, GARAGE owner agrees to pay as liquidated damages, and not as a penalty, 50% of the average rental rate of the type of vehicle out of service per half day delay and 90% of the average

rental rate per full day of delay to FLEET OWNER. The average rental rate shall be determined by obtaining the maximum allowance permitted by the United States of America for its employees for such vehicles in the same city. Such liquidated damages shall be deducted from the next monthly billing by GARAGE.

GARAGE shall at all times maintain garage keepers liability insurance in a minimum amount of \$_____ (_____ & ___/100 dollars) with a carrier reasonably acceptable to FLEET OWNER.

All services shall be billed monthly. FLEET OWNER pay any applicable sales or use taxes.

Dated: _____

GARAGE

FLEET OWNER

Fleet Service Agreement

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. Both parties are well advised to have their service and maintenance agreement memorialized with this agreement, modified to suit their exact purposes.

1. Make multiple copies. Give one original to each signing party.

Sale of Goods Agreement

This Agreement for the Sale of Goods ("Agreement") made and effective this _____ (Date), by and between _____ ("Buyer") and _____ ("Seller").

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, certain tangible personal property.

Therefore, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Sale.

Seller agrees to sell, transfer and convey to Buyer, and Buyer agrees to purchase the following tangible personal property (the "Goods"): (List here or in an attachment).

2. Price.

Buyer shall pay Seller for the Goods \$ _____. Buyer shall make payment of the full purchase price by 10 days following delivery of the Goods by Seller as provided herein, subject to Buyer's right of inspection as set forth in Section 4 below. In the event that the purchase price is not timely paid, in addition to its other remedies, Seller may impose, and Buyer shall pay, a late payment charge equal to two percent (2%) of the overdue balance amount each month.

3. Shipping.

Buyer shall purchase goods FOB Seller's location and be responsible for all expenses associated with shipping. The risk of loss from any casualty to the Goods, regardless of the cause, shall be upon Buyer upon the delivery of the Goods to Buyer's shipper as set forth herein. When practicable, Seller will follow Buyer's requested shipping instructions. If none are requested, Seller will use its discretion in selecting an appropriate transportation method.

4. Right of Inspection.

Buyer shall have the right to inspect the goods on arrival at Buyer's facility. Within 3 days after delivery, Buyer must give notice to Seller of any claim with respect to the condition, quality or grade of the Goods or non-conformance to this Agreement, specifying the basis of the claim in detail by fax or recognized overnight delivery service such as FedEx. Seller may, at its option inspect the Goods at Buyer's facilities to confirm that the Goods do not conform. Failure of Buyer to comply with these conditions within the time set forth herein shall constitute irrevocable acceptance of the Goods by Buyer. In the event the Goods do not conform to this Agreement, Buyer's sole remedy and Seller's sole obligation shall be at Seller's option to replace the Goods at Seller's expense or credit Buyer the amount of the purchase price for the non-conforming goods. Return shipping expensive in this case shall be the sole responsibility of Seller.

5. Identification of Goods.

Identification of the Goods must be made in here or in an attachment.

6. Goods Sold in "As is" Condition

Goods are sold in an "As is" condition. The Seller makes no warranties of any kind to the Buyer. This clause shall be broadly interpreted in favor of the Seller.

7. Transfer of Title.

Transfer of title and full ownership rights in the Goods shall not pass to Buyer until Buyer has paid in full the purchase price to Seller including any late fees, if applicable, as described in Section 2., Price, above.

8. Limitation of Liability

In no event shall Seller be liable for any special, indirect, incidental or consequential damages arising out of or connected with this Agreement or the Goods, regardless of whether a claim is based on contract, tort, strict liability or otherwise, nor shall Buyer's damages exceed the amount of the purchase price of the Goods. This clause shall be broadly interpreted in favor of the Seller.

9. Taxes.

Buyer shall pay or reimburse Seller as appropriate for any sales, use, excise or other tax imposed or levied with respect to the payment of the purchase price for the Goods or the conveyance of title in the Goods to Buyer by any recognized government authority, whether at the local, state, or federal level. In no event shall Buyer be responsible for any tax imposed upon Seller based upon Seller's income or for the privilege of doing business.

10. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or recognized over night delivery services such as FedEx.

If to Seller: _____.

If to Buyer: _____.

11. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

12. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the

parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

13. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of _____ and any dispute under this Agreement must be brought in this venue and no other.

14. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

15. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

Buyer

Seller

Date

Sale of Goods Agreement

Review List

This review list is provided to inform you about the document in question and assist you in its preparation.

1. This agreement should be used only with tangible personal property. "Personal property" includes items such as furniture, supplies and other "goods". It does not include real estate or intangible property (e.g., copyrights, software and other intellectual property). This Agreement is not intended for regular inventory purchases. This kind of agreement is generally used for the occasional purchase of property such as desks, chairs, used computer equipment, and other such equipment.
2. Clearly this form may not be appropriate for complex, technical, or perishable items that often require more specification, especially as to expected performance.
3. From a negotiation standpoint, with occasional purchases, both parties are better off to pay upon delivery or shipment. Otherwise, controversy can linger and eat up a substantial amount of time, energy, and money.
4. Print two copies of the Agreement for the Sale of Goods, one for each party. Both parties should sign each copy so that each can have an original copy.

Indemnification Agreement

_____, referred to as INDEMNITOR, and
_____, referred to as INDEMNITEE agree:

Pursuant to a _____ dated _____,
INDEMNITOR agreed to indemnify INDEMNITEE from certain claims and liabilities. A
claim has been made by _____ against INDEMNITOR, on
_____ a claim was made against INDEMNITEE for
_____.

The INDEMNITOR and INDEMNITEE disagree as to whether the contract provides for
indemnity for the claim presented by INDEMNITOR.

The parties agree that INDEMNITOR shall provide legal counsel and other services
necessary to defend the claim, provided that the provision of such services are not a
waiver of any rights that INDEMNITOR may have to dispute whether the claim is
required to be indemnified. Further, the parties agree that INDEMNITOR shall control the
defense of the claim and INDEMNITEE will cooperate fully with the INDEMNITOR in the
defense of the claim.

The parties shall submit the dispute regarding whether the contract provides indemnity
herein to INDEMNITEE to a suit before the Court for.

Upon the final decision by the COURT finding that there is no indemnification, the
defense shall be turned over to the INDEMNITEE.

Upon the final decision by the COURT finding that indemnity is provided, the
INDEMNITOR shall proceed to defend the claim.

"Final decision" shall be defined as a ruling by a Court for which no further appeal is
possible, or by agreement by the parties that no further litigation shall take place.

This is the entire agreement between the parties and this agreement may only be varied
by a writing executed by the parties.

Dated: _____

INDEMNITOR

INDEMNITEE

Indemnification Agreement

Review List

This review list is provided to inform you about this document and assist you in its preparation. This is a standard indemnification agreement related to a disputed situation. Feel free to modify it as required by your circumstances.

1. Make multiple copies. Give one to each signatory. Keep one copy in the transaction file.

Agreement for Independent (IRS Form 1099) Contracting Services

_____, referred to as CONTRACTING PARTY, and
_____, referred to as INDEPENDENT CONTRACTOR, agree:

INDEPENDENT CONTRACTOR shall perform the following services for
CONTRACTING PARTY:

at the following rate of pay:

This agreement shall begin on _____ and shall terminate on
_____ unless earlier terminated.

Contracting Party may terminate this contract on ____ days notice to Independent Contractor for unsatisfactory performance.

Both parties acknowledge that the Independent Contractor status is valid and that the Contracting Party would not have entered into this Agreement unless the other party was an Independent Contractor and warranted the same to the Contracting Party by signing this Agreement.

THIS IS AN AGREEMENT FOR INDEPENDENT CONTRACTING SERVICES. THE CONTRACTING PARTY PROVIDES NO BENEFITS SUCH AS UNEMPLOYMENT INSURANCE, HEALTH INSURANCE OR WORKER'S COMPENSATION INSURANCE TO INDEPENDENT CONTRACTOR. CONTRACTING PARTY IS ONLY INTERESTED IN THE RESULTS OBTAINED BY THE INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL TOOLS AND MATERIALS REQUIRED FOR PERFORMANCE OF THE TASKS AGREED TO. INDEPENDENT CONTRACTOR IS RESPONSIBLE FOR PAYMENT OF ALL FEDERAL, STATE AND LOCAL INCOME TAXES.

Dated: _____

CONTRACTING PARTY BY AN AUTHORIZED OFFICER

INDEPENDENT CONTRACTOR

Agreement for Independent (IRS Form 1099) Contracting Services Review List

This review list is provided to inform you about this document in question and assist you in its preparation. You are wise to get this agreement signed with independent contractors to protect your interests in any IRS audit. It serves to document the provider's role as a 1099 contractor as opposed to being an employee.

1. Make multiple copies. Put one in the file kept for the individual service provider and another in your accounting files. Give one to the provider themselves.

Inspection of Goods & Acceptance

Dated: _____

_____ hereby certifies that they have fully inspected the following goods:

_____ and accept the same as fully conforming to all specifications of any contract documents.

EXCEPTIONS: _____

Buyer or Buyer's Agent

Inspection of Goods & Acceptance Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This notice must often be signed and used to receive payment from secured third parties, such as Letter of Credit providers, in order for a seller to be paid. Getting this agreement is also advisable for all one-time purchases, whether for goods in commerce on a personal basis.

1. Make multiple copies. Give one to each signatory. Keep one with the transaction file.

2. _

Installment Loan or Note

\$ _____ (Loan or Note) _____ (Date)

For value received, the undersigned _____
("Borrower"), _____ (Address), promises to
pay to the order of _____ ("Lender"), the face
value of the loan or note of \$ _____ at a monthly interest rate of ____% or
annual interest rate of ____%, in monthly Installments as described further below, to a
place designated by Lender, which may from time to time change per the written notice
of Lender to Borrower, with the initial address being _____.

Until the Loan or Note is due in full, for whatever reason, the unpaid principal and
accrued interest shall be payable in monthly installments ("Installments"), payable on the
first of each month ("Installment Due Date") of \$ _____, and continuing until
_____ ("Due Date"), at which time the remaining unpaid principal, interest,
and other costs, if any, shall be due in full unless this Note was called earlier per the
rights of the Lender under this Agreement.

Any payments on this Note shall first be applied against legal or collection costs until
paid in full, as then may be due, and then against outstanding interest until paid in full,
as then may be due, and finally applied to the outstanding principal balance.

1. Prepayment. The Borrower reserves the right to prepay this Note (in whole or in part)
prior to the Due Date with no prepayment penalty.
2. Collection Costs, Attorney's Fees, and Late Charge. If any payment obligation under
this Note is not paid when due, the Borrower promises to pay all costs of collection,
including reasonable attorney fees, whether or not a lawsuit is commenced as part of
the collection process, without protest of any kind, legal or otherwise. If the note
remains unpaid for an additional 30 days after Lender gives demand, the Borrower
shall be required to pay a 5% late charge based on the Installment amount. Each
late Installment shall make another 5% due.
3. Default Events. If any of the following events of default occur, this Note and any
other obligations of the Borrower to the Lender, shall become due immediately,
without demand or notice:
 - 1) failure of the Borrower to pay the monthly installment payment on or before the
Installment Due Date;
 - 2) death of the Borrower or Lender;
 - 3) filing of bankruptcy proceedings involving the Borrower as a Debtor;
 - 4) application for the appointment of a receiver for the Borrower;
 - 5) making of a general assignment for the benefit of the Borrower's creditors;
 - 6) insolvency of the Borrower;

7) a misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit.

4. Borrower Waivers. Borrower waives presentment for payment, protest, and notice of protest and nonpayment of this Note.

5. Additional Lender Rights. No renewal or extension of this Note, delay in enforcing any right of the Lender under this Note, or assignment by Lender of this Note shall affect the liability or the obligations of the Borrower. All rights of the Lender under this Note are cumulative and may be exercised concurrently or consecutively at the Lender's option.

6. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized over night delivery service such as FedEx.

If to the Borrower: _____.

If to the Lender: _____.

7. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

8. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

9. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of _____ and any dispute under this Agreement must be brought in this venue and no other.

10. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

11. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or

unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

Borrower

Lender

Installment Loan or Note Review List

This review list is provided to inform you about the document in question and assist you in its preparation. The tough language involved in this document is required to improve your chances of collecting on a defaulted note or loan. The strict terms are required to improve the odds of ultimate collection.

This is a simple straightforward document that only requires the signatures of the party. If you are concerned about any later dispute, and being on the safe side is always prudent, we recommend you obtain a notary verification and signature as well.

Make multiple copies and distribute them to the parties. You should keep your copies with your corporate or personal records.

Jump Bid

_____, referred to herein as Customer offers to buy from
_____, referred to herein as "Seller", the following:

Item: _____

Price: \$_____ plus \$_____ over a firm offer
in writing from a legitimate buyer, unrelated to Owner. The other offer must be attached
as Exhibit 1.

Terms: _____

This is a firm offer under Section 2-205 of the Uniform Commercial Code and will remain
open for 30 days from date of making except that Buyer reserves the right to reject the
final price agreed upon by Owner's other customer, with or without cause.

By _____
Buyer

Dated: _____

The offer made by Buyer is accepted, and the following order entered as is provided in
the offer.

Owner

Dated: _____

Jump Bid Review List

This review list is provided to inform you about this document in question and assist you in its preparation. A Jump Bid document is often used to obtain a one of a kind product such as an antique car, land, a house, or similar such object. It is a useful approach for the buyer if accepted in whole or even if you receive a counter bid in return. It is also helpful for the seller's agent because they have all terms in writing and can use it to boost other offers made to them.

1. Make multiple copies. Give one to the signatory and another for the potential seller.

Lawyer Retainer Agreement, Contingency

_____, 20__

Attention: _____

Dear _____:

We retain your law offices to represent us in regard to a claim against _____, related to _____.

Your fee shall be contingent on collection from the responsible parties, and shall be as follows:

_____ per cent for recovery before suit
_____ per cent for recovery after suit is instituted
_____ per cent for recovery if an appeal is required

Out of pocket costs reasonably expended and with prior approval of us will be deducted from settlement.

If not funds are collected, then we are not responsible for any costs, including your firm's out of pocket expenses.

If this arrangement is acceptable, please sign and return a copy of this letter to us.

Best regards,

Plaintiff

Accepted: _____
Law Firm

Enc. Extra Copy for Signature and Return

Lawyer Retainer Agreement, Contingency

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. Contingency law suits benefit both the plaintiff, by only having them pay if they win, and lawyers, by giving them a big potential payday should they win. If you are the Plaintiff, you should negotiate hard to get the lowest percentages from the lawyer. Instead of just shopping around for who you like, consider shopping also for the best deal, as you would for any other purchase.

1. Make multiple copies. Have the Lawyer sign one and return it. If you are the lawyer, have the client sign one and return it.
2. You may have to negotiate on out of pocket expenses. If so, shop for the best deal and act according to your best judgment with regard to keeping this clause or providing some payment of these expenses.
3. Lawyers should think seriously about using this short form agreement so as not to intimidate a potential client. It lacks a lot of the brutality seen in many agreements but it accomplishes most of the same ends. Its reasonableness will also help you retain the good will of the client, always a good thing.

Lawyer Retainer Agreement

_____, 20__

Attention: _____

Dear _____:

We retain your law offices to represent us in regard to _____.

Your fee shall be on an hourly basis at \$____. __ per hour. In addition reasonable and required expenses will be reimbursed. All expenses should be approved in advance except for routine matters. Billing should be every _____.

Under no circumstances should a bill exceed \$_____ without advance approval from us.

If this arrangement is acceptable, please sign and return a copy of this letter to us. If not, please return both letters to us immediately.

Thank you in advance for your assistance in this matter,

Best regards,

Signer

Accepted: _____
Lawyer

Enc. Extra Copy of this letter for signature and return

Lawyer Retainer Agreement

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This retainer agreement can be adapted to other services agreements. Putting this in writing helps prevent over billing and billing above a level you are willing to accept.

1. Make multiple copies. Send two signed copies to the lawyer, requesting one back in writing.

License Agreement, Simple

This License Agreement ("Agreement") is made effective as of _____ (Date), by and between _____ ("Manufacturer") and _____, owner of the license ("Licensor").

Manufacturer wishes to sell and/or Licensor's property as a component or in its entirety and Licensor wants Manufacturer to do so. Both parties are familiar with the business of the other and therefore enter into this Agreement.

Therefore, the parties agree as follows:

1. Grant of License.

Licensor grants Manufacturer a license to use Licensor's product or products subject to the limitations specified as follows with regards to territory and other matters: _____. The subject of this license is described in Exhibit A and the best likeness or sample available is also attached to that Exhibit.

The manufacturer retains the right, with or without cause, to drop the product or products at any time without having any recourse to recover any monies already paid to Licensor but with no more responsibility to pay the Licensor any more money other than as strictly due under the last quarter sales made of the product or products in question. This inalienable right to give up is an integral part of the Manufacturer's motivation to enter into this Agreement and therefore expects any Court of competent jurisdiction to honor this right as the full and complete intent of the parties.

If the Manufacturer stops selling the product or products as indicated by the Manufacturer in writing to the Licensor, and exerts its rights under this clause in writing to the Licensor, all rights revert to the Licensor as long as the Licensor takes no further legal or collection action against the Manufacturer. This clause is intentionally in favor of the Manufacturer in order to induce them to enter into this Agreement and undertake their responsibilities under this Agreement.

2. Payment of Royalty.

Manufacturer will pay Licensor a royalty, which shall be calculated as follows: _____.

Payment shall be due 15 Days after the end of each quarter. A written royalty report shall accompany each payment.

3. Defaults.

If Manufacturer fails to abide by the obligations of this Agreement, including the obligation to make a royalty payment when due, Licensor shall have the option to cancel this Agreement by providing 30 days written notice to Manufacturer and permitting them another 30 Days to cure. Manufacturer shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous

sentence, and if there are no other defaults during such time period.

4. Assignment of Rights.

Either party may assign their rights to this Agreement to any other party. This assignment will not relieve the assigning party of their responsibilities under this Agreement. The assigning party should, as a courtesy, notify the other party of the assignment. This responsibility remains a "courtesy only" because the assignor remains fully and completely responsible for all their duties prior to assignment.

5. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized over night delivery service such as FedEx.

If to the Manufacturer: _____.

If to the Licensor: _____.

6. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

7. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

8. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of _____ and any dispute under this Agreement must be brought in this venue and no other.

9. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

10. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

First Party

Second Party

Date

Exhibit A: Material or Materials to Be Licensed; Best Rendition Available also attached.

License Agreement, Simple

Review List

This review list is provided to help you complete this License Agreement. License agreements imply ongoing payments. We have found that outright purchases, paid in cash, if they can be agreed upon, lead to more satisfactory results for both parties. The reasons are numerous: (1) there will never be a contention, as so often happens between Licensors and Manufacturers or Publishers, that the Manufacturer or Publisher did not do enough, report sales properly, and so on and so on; (2) the manufacturer pays considerably more up front but has no affirmative duty to market the product immediately, deal with the licensor and his or her representatives, and be subject to inquisition by the Licensor; (3) the Licensor gets all the money up front and can sleep at night not worrying about if he or she will get what they believe they deserve.

Obviously the Licensor has to take far less money than the full potential of royalty payments. However, since most license deals fail, the reduced payment approach is a more conservative one for the recipient (i.e., Licensor). This option is well worth thinking about from a business point of view by both parties. We walk this talk by doing it ourselves at Simply Media and have much happier Licensors than we ever had when we licensed products on a royalty basis. Our costs are considerably reduced because we have no on going royalty responsibilities in terms of money or contact, and no affirmative duty to market products immediately.

With this warning in mind, in this simple License Agreement we have included an inalienable right to give up clause, or backdoor, so that if for any reason the Manufacturer wants to give up, they can do so without further recourse by the Licensor. Napoleon once said, "A great general is known by how he retreats to fight another day." Indeed, the same is true for license rights; some work; some don't. The key to success is to have a back door escape clause.

If the product or products are so good, the Licensor should not be unduly concerned about the product or products reverting to him or her if things should not work out. It is on the margins that a licensor becomes concerned. A shrewd Manufacturer looks for those signs by the actions of the licensor, if unwilling to accept this benign walk away clause. Roger Fisher in Getting to Yes frequently discusses the importance of walk away positions in negotiations. In essence he says, "There is always another deal. Be prepared to walk away if the price is too high." We concur with his emphasis.

In addition, both parties retain the right to assign their rights without prior notification to the other party, to prevent disputes on that subject, but then must continue on the agreement as fully responsible if another party takes on the assignment. This clause is intended to protect the financial interests of both parties without punishing them.

Exclusive versus nonexclusive. Manufacturers usually want exclusive rights worldwide. But, that is much more expensive than taking just the rights you need. At Simply Media, for example, we just take the rights to the CD ROM market. We let artists and authors retain the rights to sell the same work into the book or other markets, as a rule. In this way we pay less and they get extra income elsewhere. A true win/win. There are arguments for both points of view. List your mutual decision in Section 1.

This is the simplest license agreement that makes sense. More complicated ones are generally in use but have more perils for all of the parties associated with them, not the least of which is the opportunity for lawyers to get hold of them and make a meal out of it. Simpler licenses are coming to the foreground, however. When we had a Computer Associates (CA-NYSE) agreement assigned to us at Simply Media we were stunned by its clarity, simplicity, and shortness. Further conversations with CA led us to conclude that simpler, even if it favored the other party, led to more amicable relations, better financial results, and far less litigation. It is for you to decide. We provide the best tool we know how to; it is up to you and your attorney to decide what works best for you.

1. Make at least two copies of the Agreement, with an original retained by both parties. You should keep a copy in a separate license folder, where you have all copies of licenses available, as well as in your file on the product or products themselves.
2. Remember that it is far easier to get into one of these Agreements than out of them. If you are the Manufacturer you may well be dealing with their hopes and dreams, as well as their dreams of sugarplums and big money, so watch out. If you are the Licensor remember this is only business to them. Be guided accordingly. Things that start easy end easy. The opposite is also true: those things that start hard usually end hard. This Agreement starts easy so it can end easy. However, if you wish to “nab” or “hook” the other party, this is the wrong agreement for you.
3. Be warned: whenever the comments in the review list are as long or almost as long as the agreement itself, you are in some peril. Therefore, you are well advised to consult your attorney. Remember that the above is business advice. If your attorney pushes for harder terms, be sure you understand the legal reasons versus the business ones. More than a few attorneys bust deals in the hopes a better one comes along for their client. If the opportunity is great, that may be great business advice. If not, you better think twice about taking the business advice from a lawyer. Always take their legal advice, but that is a different matter entirely.

Lien Release

STATE OF _____
COUNTY OF _____

_____, referred to as HOLDER, is the owner of a lien related to _____, executed by _____, acknowledges payment in full of the same, which was recorded at _____ Book, page ____ of the _____ County, State of _____, and consents to the release of the property from the lien. In addition, I will sign whatever additional papers are necessary to perfect the elimination and extinguishment of my former lien.

Dated: _____

Signatory

_____, having being duly sworn to tell the truth, acknowledges the execution of this release of lien for the purposes stated herein.

Notary

My commission expires: _____

Lien Release Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This lien release is a very important document to get signed and filed with regard to your asset related to it.

1. File the notarized original with the appropriate court, if required. Keep copies in your file related to the transaction and property holding. This an important document to get for the release of any lien, from cars to other tangible property.

Limited Warranty

TO: _____

Regarding: _____

Dated: _____

These goods are sold with a 90-day warranty. The sole remedy for the goods failure to comply with this warranty is the replacement of the goods. The seller shall not be liable for consequential damages or damages other than replacement of the goods.

Seller

Limited Warranty

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. Limited warranties are intended to limit the seller's liability. In fact, in our opinion, they open the door to liability by stating conclusively a warranty exists between seller and buyer, leaving the days of liability in question (i.e., stated by Seller as 90; what happens at 91, 100? and so on and so on, a plaintiff's attorney can argue). For this reason, we strongly advise against any warranties. They rarely make a difference in the sale; so, if at all possible, give no warranties whatsoever. Then, the option remains with the Seller what warranties to give. This is what we do at Simply Media. If someone has a genuine problem, then we deal with it. But, we do not subject ourselves to the above potential plaintiff's lawyer's comments.

1. Make multiple copies. Put one in the transaction file.

Management Agreement

This Management Agreement ("Agreement") is made on _____(Date), by and between _____ ("Manager") and _____, the owner or corporation ("Owner").

Whereas the Manager carries on business as a manager of businesses and the Owner wishes to retain the management services of the Manager in connection with the carrying on of the Owner's business of a _____ business (the "Business"), as more particularly described in Exhibit 1.

Therefore in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt of which is acknowledged by each party, the parties agree with each other as follows:

1. Management Services. The Manager shall provide to the Owner as required by the Owner the following management services ("Management Services"): _____.

- (a) All equipment (the "Equipment") required by the Owner in connection with the Business including but not limited to: computers, typewriters, facsimile machines, copiers, transcription and reproduction equipment and other office equipment and furniture; and any automobiles required by the Owner;
- (b) secretarial and typing services;
- (c) telephone answering and receptionist services;
- (d) filing and general clerical services;
- (e) delivery services;
- (f) purchasing and inventory control;
- (g) systems administration;
- (h) collection of accounts receivable; and such other assets and services as may be required from time to time.

2. Business Expenditures.

The Manager will pay all expenditures necessary to maintain the Business including, without limiting the generality of the foregoing or the provisions of paragraph 1, rental payments, the cost of all supplies required by the Owner in carrying on the Business and all phone and utility bills.

3. Management Fee.

In consideration of the Manager undertaking the management of the Business, the Owner agrees to pay to the Manager a monthly fee consisting of the cost of the Manager plus fifteen percent (15%). The cost of the Manager shall be \$ _____ per month and payment shall be made within ten (10) days of the Manager submitting his or her monthly invoice for payment to the Owner.

4. No Warranties.

The Manager makes no representation or warranty whatsoever with respect to the suitability or durability of any Equipment for the purposes or uses of the Owner or any other representation or warranty concerning any Equipment, express or implied.

5. Location and use of Equipment.

The Equipment shall be located and used only on the Premises and shall not be removed without prior written consent of the Manager. The Equipment shall be maintained and operated by competent employees only. The Owner shall pay all expenses of operating and maintaining the Equipment and shall insure the Equipment against normal perils, with loss payable to the Manager.

6. Ownership of Equipment.

The Equipment shall at all times be and remain the exclusive property of the Manager, and the Owner shall have no right of property except the right to use the Equipment on the terms and conditions in this Agreement.

7. Equipment Not Fixtures.

The Equipment shall at all times during the term of this Agreement be personal or moveable property, regardless of the manner in which it may be attached to any real estate. The Owner shall install the Equipment in a manner, which will permit its removal without material injury to the place of installation. The Owner shall be responsible for any damage done to any real estate, building or structure by the removal of the Equipment and shall indemnify the Manager against liability for such damage.

8. Care of Equipment.

The Owner shall at all times, at its own expense, keep the Equipment in good and efficient working order and repair. The Manager, its employees and agents shall at all reasonable times have access to the Equipment for the purpose of inspecting it. The Owner shall not, without the prior written consent of the Manager make any alterations, additions or improvements to the Equipment. All alterations, additions or improvements shall belong to and remain the property of the Manager.

9. Risk of Loss Or Damage.

Except for loss or damage to the Equipment from fire or theft, the Owner assumes the entire risk of loss or damage to the Equipment from any cause. No loss or damage to the Equipment or any part of it, except loss or damage from fire or theft, shall affect the obligations of the Owner.

10. Liens and Taxes.

The Owner shall keep the Equipment free of levies, liens and encumbrances and shall pay all license fees, registration fees, assessments, charges and taxes (municipal, state and federal), which may be levied or assessed directly or indirectly against or on account of the Equipment or any interest therein or use thereof. If the Owner shall fail to pay such license fees, registration fees, assessments, charges or taxes, the Manager may pay the same in which event the cost shall constitute additional rent, which shall be immediately due and payable and the Manager shall be entitled to all the remedies provided in this Agreement in the event of default of payment of rent.

11. Compliance with Law.

The Owner shall comply with all laws, ordinances, regulations and by-laws present or future, in any way relating to the ownership, possession, use or maintenance of the Equipment throughout the term of this Agreement, and shall indemnify the Manager against all liability it may incur by the Owner's failure to comply.

12. Indemnity.

The Owner shall indemnify the Manager against any and all claims, costs and expenses in any manner arising from the Owner's use or possession of the Equipment and against all loss, damage and expense arising from any action, suit or proceedings, or otherwise on account of any personal injury or death or damage to property occasioned by the Equipment during the term created or on account of any infringement or alleged infringement of patent occasioned by the operation of the Equipment.

13. Events of Default. The following shall each constitute an "event of default":

- (a) failure of the Owner to pay any amount owing under this Agreement;
- (b) breach of any covenant or condition contained in this Agreement;
- (c) subjection of the Equipment to any lien, levy or attachment;
- (d) any assignment of the Owner for the benefit of creditors;
- (e) admission by the Owner in writing of its inability to pay its debts generally as they become due;
- (f) appointment of a receiver, trustee, or similar official for the Owner or for any of its property;

14. Termination.

Manager shall work on a work for hire basis, as a 1099 employee in terms of the IRS, and shall be subject to termination with thirty (30) days written notice, with or without cause.

15. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized over night delivery service such as FedEx.

If to the Owner: _____.

If to the Manager: _____.

16. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

17. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

18. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of _____ and any dispute under this Agreement must be brought in this venue and no other.

19. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

20. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

Manager

Owner

Date

Exhibit 1: Description of the Business and/or Property to be Managed.

Management Agreement

Review List

This review list is provided to inform you about the document in question and assist you in its preparation. This Management Agreement provides for the Manager to provide all of the equipment for use on the premises; this can be altered, as seen fit between the parties. The benefit for this turnkey kind of operation is that the owner is just the owner and the Manager, often a management company, retains firm control over all of the assets.

1. Make sure multiple copies are signed. Keep a copy in your safe and with your corporate minute book.
2. Management agreements can be very good or very bad. Most do not fall in the middle. Be careful about your selection process. Afterwards don't keep pulling up the flowers to check on the roots. Review the Manager's performance carefully on a regular basis. Often everyone puts in a good effort at the beginning, only to slack off over time. As the owner, you need to keep a close look at the operations and financial results. All seemingly obvious points, but ones too often overlooked. For what it is worth, in every major company I have been associated with, including American Power Conversion (APCC-NASDAQ), the Umbreller stroller company (now part of Newell), and Simply Media, we have had very good experience with Management Contracts. The consistent thread was a series of leaders of a careful and meticulous nature who while not "wanting to be bothered" at first would seek more and more frequent consultation if they were given the freedom to act they desired. A win/win situation, if properly done. These contracts permit you to concentrate on the core of your business. You often seemingly pay "more" on a per item basis; but, on an overall basis, you conserve and focus your resources. When I have pulled these activities back, to run them ourselves, I have regretted the move more than 75% of the time. Ouch! This can be a big opportunity for you.

Joint Marketing Agreement

This Joint Marketing Agreement ("Agreement") is made and effective this _____
(Date) by and between _____
("Second Party") and _____ ("First Party").

First Party and Second Party separately market products and/or services which are often used for complementary or for related purposes. The parties desire to cooperate in marketing their products for their mutual benefit.

Therefore, it is mutually agreed:

1. Products.

First Party and Second Party agree to market jointly their product lines, provided for in this Agreement. The First Party's product line is _____ and the Second Party's product line is _____ ("Product Lines").

2. General Duties.

In connection with the joint marketing of the Product Lines, the parties agree to the following mutual duties:

- A. To share information with respect to product distribution channels, methods of distribution, competitive information and any other information which can be disclosed without violating any law or breaching any obligations of confidentiality.
- B. To include, where appropriate, literature concerning the other party's product in individual direct mail or other direct marketing and with product shipments.
- C. To provide advanced information about product development, new Products or modification to existing Products jointly marketed pursuant to this Agreement.
- D. To share information with respect to sales leads.
- E. To provide a reasonable number of samples, demonstration units or other models of products to the other party, on a timely basis.
- F. To mention or include the other party's products in advertisements, brochures, and related communications.
- G. To share information with respect to trade shows, seminars and meetings, which may be beneficial to the other party.
- H. To advise the other party about ideas or recommendations for new products or enhancements to existing Products which may be appropriate for the other party's product lines.

3. Specific Duties.

In addition to the general duties set forth in Section 2 above, the parties agree to engage in the following specific marketing activities during the Initial Term of this Agreement:

Press Releases. Within 30 days of the date of this Agreement, the parties shall jointly prepare and issue a press release announcing this joint marketing program and generally promoting the Product Lines as defined above. Any later press release, which refers to the other party or its products, must be approved by the other party prior to its release.

Trade shows. The parties agree to jointly participate in the following trade show(s):
_____. The parties will register for each designated trade show in their joint names, if permitted. If joint registration is not permitted, First Party shall register on behalf of both the parties. The parties shall jointly share the cost of registration and participation in the trade show; transportation, preparation, construction and removal of a booth at the trade show; and reasonable related expenses, such as cost of refreshments and other items not specific to the Product lines. Each party shall separately pay its own cost for transportation of its samples, demo units or products to the trade show, travel, lodging and meals for representatives at the trade show and special or extra customer meetings or entertainment. The parties agree to jointly staff the trade show booth at all times, unless agreed otherwise in writing.

Training. Each party agrees to provide one individual to attend a sales meeting of the other party for the purpose of demonstrating and training sales personnel with respect to the party's product. Each party shall bear its own expenses for transportation and other out-of-pocket expenses for sending its representative to the other party's sales meeting.

Advertising. The parties shall select an advertising agency and shall jointly pay the expenses related to preparation for any ads resulting from that relationship. The parties shall share evenly the expenses related to these activities. Each party may elect to use any resulting and approved material or in the media of its choice without limitation, provided that party pays all the costs associated with media placement and specific production thereto. Additional joint advertisements may be prepared following additional agreement of the parties.

4. Confidentiality.

During this Agreement, each party may disclose to the other information that is confidential and proprietary to the disclosing party ("Confidential Information"). Confidential Information may include, but is not limited to, business plans, marketing plans, financial statements, competitive analysis, market research, Product development plans, computer programs, designs, and models, communicated orally, in writing, or by electronic media. Confidential Information disclosed orally or electronically shall be identified as such within five (5) days of disclosure. Confidential Information disclosed in writing shall be marked "Confidential". Each party agrees that it will maintain the Confidential Information of the other party in confidence and shall use such information only for the purposes of this Agreement. Confidential Information may be disclosed by a receiving party within its organization only to specific employees who have a need to know such information for the purposes of this Agreement and who have agreed in

writing not to disclose it. Upon expiration or termination of this Agreement or, sooner if demanded by a party, a receiving party shall return to a disclosing party any of the disclosing party's Confidential Information including all copies thereof. The obligations of each party in this section shall continue for a period following the expiration or termination of the Agreement. The obligations of this section shall not apply to any Confidential Information that:

- A. Is or becomes public through no act of a receiving party,
- B. Is rightfully received from a third party without obligations of confidentiality; or
- C. Is independently developed by a receiving party without reference to the other party's Confidential Information.

5. Conflicts.

During this Agreement and for a period of _____ thereafter, each party agrees that it will not engage in any marketing, promotion, advertising or sales effort, individually or jointly, with respect to any product that is competitive with the other party's Product line or with respect to any entity that markets, promotes or sells a product in competition with the other party. Nothing stated here shall prevent either party from engaging in any activity that promotes any other product or entity that does not compete with the other party or its products.

6. Term and Termination.

A. The "Initial Term" of this Agreement shall start on _____ and shall end on _____. At least sixty (60) days prior to the end of the Initial Term or any renewal term as provided herein, the parties shall each notify the other as to whether they desire to renew this Agreement. If either party notifies the other that it does not desire to continue this Agreement, then the Agreement shall end upon the expiration of the Initial Term or renewal term. If, however, both parties desire to renew the Agreement, then the parties shall meet to confer and determine the following:

- (i) their specific duties for the renewal term in lieu of the specific duties set forth in Section 3 herein as applicable to the preceding Initial Term or renewal term;
- (ii) the period for the renewal term; and
- (iii) any other proposed amendments. If the parties fail to agree on all of the foregoing items before end of the Initial Term or renewal term, then this Agreement shall expire as of the end of the Initial Term or the renewal term. If the parties agree to all of the foregoing items, then the Agreement will continue with such specific duties and other amendments for the renewal term agreed upon.

B. This Agreement may be terminated at any time upon the occurrence of any of the following events:

- (i) if either of the parties shall default on any material obligation and such default is not

cured within 30 days following written notice from the other party.

(ii) if either party files a petition of bankruptcy, is insolvent, makes an assignment for benefit of creditors or if a trustee or receiver is appointed for a party, and such remaining of the foregoing remains undismissed for a period of sixty (60) days.

(iii) if either party shall cease to do business, the First Party ceases to market First Party's Product or Second Party ceases to market Second Party's Product.

7. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized over night delivery service such as FedEx.

If to the First Party: _____.

If to the Second Party: _____.

8. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

9. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

10. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of _____ and any dispute under this Agreement must be brought in this venue and no other.

11. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

12. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written

above.

First Party

Second Party

Date

Joint Marketing Agreement

Review List

This review list is provided to inform you about the document in question and assist you in its preparation.

1. Joint marketing agreements sound good in principle but have a high rate of failure due to the many things that can lead to dissatisfaction among the parties. One way marketing agreements tend to do better since one party is “in charge” and dealings are not subject to continual quests for agreement and approval.
2. Having said that, if you wish to pursue this high risk strategy, first be sure to investigate the reputation and credit standing of the proposed joint marketer to make sure it is a worthy marketing partner.
3. Further to the point, both companies must also be sure their product lines are truly complementary, that their marketing styles are the similar, and that each is committed to carrying out the agreed upon joint marketing tasks.
4. As we have said before, laws vary from state to state and change over time. Before using this document, which is subject to much downside if things do not work out as you anticipate, be sure to have a lawyer review it prior to signing.
5. Print two copies of the Agreement, one for each party. Both parties should sign each copy so that each can have an original copy.

Messenger Service Agreement

_____, referred to as CUSTOMER, and
_____, referred to as MESSENGER or MESSENGER SERVICE,
agree:

MESSENGER shall deliver messages and parcels not exceeding _____ pounds upon request by CUSTOMER upon _____ notice in a service area of _____ miles maximum distance from CUSTOMER's offices. The base fee set below shall cover _____ deliveries. An additional fee equal to \$ _____ (_____ & ____/100 dollars) per additional delivery shall be due.

MESSENGER shall collect mail to be posted with the U.S. Postal Service _____ time(s) daily, _____. CUSTOMER shall place all outgoing mail in a centrally agreed upon location. The approximate times for pick up shall be:

This agreement shall commence on _____ and terminate on _____.

CUSTOMER shall pay a minimum monthly fee of \$ _____ (_____ & ____/100 dollars) per month.

Date: _____

_____ By Customer

_____ By Messenger Service

Messenger Service Agreement

Review List

This review list is provided to inform you about the document in question and assist you in its preparation. This is a standard messenger agreement you should have in place if this kind of service is important to your business.

1. Make multiple copies. Give a signed original to each signer.
2. From a business point of view, if you use messenger services on a frequent basis, you can use the formality of this document to negotiate better prices since you are giving the vendor a requirements contract for their benefit.

Non-Compete, Covenant

_____, referred to as SELLER and _____,
referred to as BUYER, agree: BUYER and SELLER have entered into an agreement
dated _____, 199__ for _____.

In consideration of the mutual covenants and payments to be made pursuant to the
agreement, and in further consideration of the sum of \$_____
(_____ & ____/100 dollars) paid to by BUYER to SELLER, receipt of which is
acknowledged by the SELLER, SELLER agrees not to compete with BUYER under the
terms and conditions set forth herein.

During a period of _____ from the date of this agreement SELLER will not compete
at any time, directly or indirectly with BUYER in the fields of:

in the following geographic territory:

For the purposes of this agreement "competition" shall be defined to the include, but not
be limited to, the following:

- (a) Participating as a director, stockholder, or partner of, or having any direct or indirect
financial interest (including a financial interest as a creditor) in any enterprise engaged in
the fields stated above;
- (b) Participating as an officer, employee, agent, representative, or consultant in, or
rendering any services to, any such enterprise within the fields stated above;

SELLER further agrees that for a period extending _____ after the substantial
consummation of the sale, SELLER shall not solicit for employment or employ any of the
employees as of the date of substantial consummation of the same. However, in the
event that BUYER terminates any employee, SELLER may employ that individual,
provided that such employment is not limited by any valid non-competition agreement
either assigned by SELLER to BUYER or entered into to between BUYER and the
employee.

SELLER acknowledges that the restrictions contained herein are reasonable and
necessary to protect the business and interest, which BUYER is acquiring pursuant to
the above-referenced purchase and sale agreement. It is further agreed that BUYER
would suffer irreparable injury if the restriction is not obeyed, and that injunctive relief is
appropriate for any violation of the same.

Dated: _____

_____, SELLER

_____, BUYER

Non-Compete, Covenant Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This Non-Compete Covenant can be used with other documents to prevent competition. To preserve its legality and enforceability, it must be limited in terms of scope, geography, and time. In simple terms, you should draft it as narrowly as possible to improve the odds of its enforceability—and usefulness in settlement negotiations should such an occasion arise. Elsewhere in this disc more complex non-competes exist. This “covenant” is intended to be an “addition” to other agreements though it can easily stand on its own. Sometimes people desire to have this separate “covenant” so it can be prosecuted separately, if need be.

1. Make multiple copies. Keep one in the transaction file and another in the corporate file.

Non-disclosure and Non-Circumvention Agreement, Relating to Negotiations

_____, referred to as COMPANY, and
_____, referred to as RECIPIENT, agree:

The parties intend to engage in substantive negotiations and discussions regarding certain new and useful business opportunities, trade secrets, economic studies, inventions and scientific information.

And, furthermore, the parties intend to engage in substantive negotiations and discussions regarding the exploitation of technology related to items for which patents are pending;

The rights related to such information, generally regarding _____, shall be as follows:

COMPANY claims sole rights to the information, and COMPANY is willing to disclose the same, in consideration of the following covenants and agreements made by RECIPIENT: RECIPIENT shall hold in confidence all of such information, and shall not directly or indirectly disclose to others such information. RECIPIENT shall protect such information from disclosure by reasonable means, including but not limited to at least the same level of security that the RECIPIENT uses for its most crucial proprietary and trade secret information.

Further, RECIPIENT agrees that it shall not use any advantages derivable from such information in its own business or affairs, unless the same is pursuant to an agreement with COMPANY.

Additionally, any improvements made as a result of the disclosure by RECIPIENT shall be disclosed to COMPANY, and, COMPANY further agrees to assign such improvements to COMPANY, and to execute any and all further documents as may be requested by COMPANY to perfect the rights of COMPANY to such information.

The obligation of confidentiality shall not apply to any information which was already known to RECIPIENT at the time of disclosure; was already published at the time of disclosure, or, that was disclosed by a third party prior to the disclosure by COMPANY, provided that the third party had authority to make such disclosure. RECIPIENT shall notify COMPANY, in writing, and at the earliest time possible, the information disclosed by RECIPIENT which RECIPIENT claims falls under the provisions of this paragraph related to earlier knowledge, publication, or prior disclosure.

The obligations of confidentiality will cease at such time when, COMPANY generally knows the information through no fault of RECIPIENT, or upon voluntary disclosure of such information to the public.

Upon request RECIPIENT shall return all tangible documents or documents disclosed by COMPANY which are subject to this agreement. Further, RECIPIENT upon such return shall destroy and all copies of the same and will, upon request of the COMPANY

execute an affidavit of compliance in a form acceptable to the COMPANY verifying the destruction and full compliance with this agreement.

Dated: _____

_____ By Recipient

_____ By Company

Non-disclosure and Non-Circumvention Agreement, Relating to Negotiations Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This agreement is intended for parties involved in intense negotiations when extremely confidential information is exchanged in order to attempt to effect a transaction. When these transactions do not occur, the outside party has a substantial amount of confidential information that is potentially an advantage for them and a disadvantage for the other party. This agreement attempts to rectify some of that; however, these agreements have limited enforcement value and should not be unduly relied upon for recompense.

1. Make multiple copies. Give one to each signatory. Put one in each related file.

Option to Purchase

_____, referred to as SELLER, and _____, referred to as OPTION HOLDER, agree:

In consideration of \$____ (_____/100 dollars), paid by OPTION HOLDER to SELLER, the receipt of which is acknowledged, the SELLER grants to OPTION HOLDER, the exclusive option to acquire the following business: _____, located at _____ for a period of _____ months.

Should the OPTION HOLDER exercise the option, the following assets will be conveyed to OPTION HOLDER by SELLER:

business located at above address, with all inventory and trade names.

OPTION HOLDER may exercise the option by written notice to SELLER, specifying a date for closing which shall be no more than _____ after the notice of intention to exercise.

The option price shall be \$ ____ (_____/100 dollars) payable as follows:

If, prior to exercise of the option, or during the period between notice of intention to close and closing, any part of the business shall be destroyed or damaged by fire, theft or other peril, the option price shall be reduced in a sum sufficient to compensate OPTION HOLDER for the loss. In the event that there are insurance proceeds to reconstruct the loss and provide for business interruption loss, and SELLER assigns the same to OPTION HOLDER, or SELLER reconstructs the same prior to closing, no abatement of purchase price shall occur.

During the term of the option, the SELLER shall carry on the business in the usual and ordinary manner up to and including the closing date of the sale, and will not enter into any agreements not in the ordinary course of its business. Further, SELLER shall not enter into any unusual agreements or make unusual commitments affecting the operation of the business, without prior approval of OPTION HOLDER.

In no event shall OPTION HOLDER cancel, alter or amend its obligations under the following agreements, nor shall it fail to perform the obligations related to the following agreements:

If OPTION HOLDER exercises its right to purchase, then _____ per cent of the option price shall be applied towards the purchase price.

The parties have negotiated this agreement between themselves, and there are no brokers or agents entitled to compensation. In the event that any brokers or agents seek compensation herein, the parties shall each indemnify the other from any damage, expense including counsel fees, which either may suffer as a result of the claim of a broker or agent, and the party who is determined to have breached this representation

shall be responsible for payment of indemnity and the obligation to the broker or other agent.

This writing accurately sets forth the agreement between the parties and this agreement may only be amended in writing signed by both parties.

Dated: _____

Seller

Option Holder

Option to Purchase

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. Option agreements are standard in many areas of business. Adapt this one to your purposes.

1. Make multiple copies. Give one to each signatory. Keep one in the relevant transaction file.

Packaging System Agreement

_____, referred to as the DESIGNER, and _____, referred to as the CLIENT, agree:

DESIGNER shall create a packaging system, including art, containers, interior packaging for _____, a product created by CLIENT.

DESIGNER shall receive as its fee \$_____ (_____ & ____/100 dollars), payable as follows: _____.

The CLIENT acknowledges that the goods to be made herein are "custom made goods" as is provided for by the Uniform Commercial Code.

CLIENT shall provide a full working model, or production examples of the product to DESIGNER not later than _____. In the event that CLIENT does not deliver the fully working model or the production examples as provided, the DESIGNER shall have an equal number of days added to its delivery date for all further work.

The DESIGNER shall complete all services provided for herein no later than _____ subject to any delays provided for herein. Said packaging shall be appropriate for _____, and shall be designed so that on the open market, using first class vendors, the packaging, in quantity _____ shall be readily available for \$_____ (_____ & no/100 dollars) per unit, as of the date of delivery.

DESIGNER shall provide a tentative layout of all art and packaging by _____. CLIENT shall immediately approve or comment on the proposed design. DESIGNER and CLIENT shall cooperate in good faith to agree upon a final design scheme in keeping with the need to develop a packaging system purchasable within the budgetary restraints set forth above.

DESIGNER shall deliver to CLIENT any original artwork, plates or other materials upon final payment. CLIENT herewith grants to DESIGNER an express lien upon any of CLIENT's materials delivered to DESIGNER during the work.

DESIGNER shall deliver a first prototype of the packaging to CLIENT no later than _____. DESIGNER shall provide upon approval a short run of _____ pieces of the packaging.

DESIGNER and CLIENT shall participate in a testing program to gauge end user acceptance of the packaging. CLIENT shall provide sufficient personnel to assist in the testing procedure. Based upon such testing the DESIGNER shall complete final packaging.

CLIENT represents to DESIGNER that DESIGNER has the right to use of the trade names and trade dress herein, and will indemnify and hold DESIGNER harmless from all such claims. DESIGNER represents to CLIENT that the DESIGNER's work is original work of the DESIGNER and will indemnify and hold CLIENT harmless from such claims. Provided, however, that certain packaging which will be recommended by the DESIGNER is or may be

the subject of certain patents, licensed or licensable by DESIGNER. DESIGNER shall identify the same in its work. The royalties payable for the use of the patents shall be included in the budget figure stated above.

DESIGNER shall keep all of the information concerning this project strictly confidential and shall take reasonable and customary steps to insure that the existence of this product and the type of packaging are not revealed prior to the commencement of sales of the product. DESIGNER may not reveal any information which is disclosed to DESIGNER by the CLIENT which is clearly marked as a trade secret or confidential information, unless:

- (a) the material is released into the public domain by no fault of the DESIGNER,
- (b) the information was already known to the DESIGNER.

DESIGNER agrees for a period of _____ not to act as a consultant, employee or principal regarding packaging of products which are directly in competition to the product designed herein throughout the world. This duty shall be specifically enforceable by action in any court of competent jurisdiction.

This is the entire agreement between the parties and the same may only be modified in writing executed by the parties hereto.

Dated: _____

_____ By Designer

_____ By Owner/Client

Packaging System Agreement

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This agreement can be adapted to for a variety of packaging requirements.

1. Make multiple copies. Give one to each signing party.
2. Packaging issues can be tricky so a well-documented plan is to everyone's advantage to avoid disappointment and, at worst, litigation later.

Past Due, Final Notice

Dear _____:

We have tried every approach we could think of to collect this debt. We have absolutely no interest in turning this over to a collection agency or an attorney. However, we don't know what other choice your nonpayment gives us.

Please send us a check for the full amount or call us to set up a suitable repayment plan so we can avoid the collection route. That is a difficult and expensive approach for all concerns. Besides which, we would like to retain you as a customer and get our relationship back on a current and paying basis.

Please call us immediately to resolve this matter. If you do not call, or work out suitable arrangements within the next 10 days, we will be forced to turn this over for collection which does neither of us any good and will be a disappointment to us all.

Hoping for your prompt payment and/or quick response.

With best regards,

Employee Authorized

Past Due, Final Notice

Review List

This review list is provided to inform you about the document in question and assist you in its preparation.

1. This is should be your final notice prior to turning the matter over to your lawyer to write a nasty letter or a collection agency to collect this debt. This should be a Sales letter—you are trying to motivate the recipient to pay up. Most late payers are pressed for cash. Your objective in this letter is to motivate the pressed buyer to put your invoice in the “to be paid” file. The best way to do this is to offer to put the customer on a payout plan so they start working down the debt. You are, of course, in the strongest position if they “need” more from your firm. If this is the case, you can usually get them to pay for new goods and apply the payments towards old invoices. Over time this generally can work to get the debt back into alignment while keeping an active customer, the best of both worlds.
 2. This is not the time to try to “be right” and sermonize. Most people will pay if they can pay; their problem usually is they have more bills to pay than money to pay it. They are more apt to pay the firm but nice than the firm but angry and sermonizing (they know they are late; they don’t need you to remind them at this stage).
 3. In summary, this letter requires a business approach to encourage the nonpaying debtor to get back in the paying habit. Work hard to make this happen. One way to approach the matter is to recognize that by the time you reach this point, any money is “found” money. If you take this approach, you can back off the demands and accept what they can do as opposed to what you would like them to do. If you do this, you generally improve your chances of collecting most if not all of what is owed your firm.
-
2. Laws vary from state to state and change over time. Before using this document, consult your lawyer for advice on other rights or obligations you may have.
-
3. Keep a copy of this letter in your **files** for this account.

Past Due, First Notice

Dear _____:

The enclosed invoice (s) is (are) past due, for a total sum of \$ _____. We would appreciate your prompt payment so we can keep growing our businesses together.

Yours very truly,

Employee Authorized

PS. If your payment is in the mail, many thanks for keeping current.

Past Due, First Notice

Review List

This review list is provided to inform you about the document in question and assist you in its preparation.

1. This is a tactical letter to alert the customer you are aware his or her account has become past due. Since some businesses do not pay on a routine basis until this kind of letter is received, you should always get this letter out promptly to new accounts. Once you are in business with an account for some period of time, you can establish the approaches that best bring in payments (e.g., calls, faxes, emails, letters, or some combination of these approaches).
2. You should avoid threats of all kinds in the first notice of collection. However, having said that, you must remain vigilant that your Accounts Receivable does not become too old. Experienced Credit Managers know that A/R over 90 days past due are only collected in a small percentage of cases. Therefore, the issue is not just the date of payment but also to assure any payment at all.

Promotional or Product Placement Agreement

_____, referred to as PROVIDER, and _____, referred to as MANUFACTURER, agree:

_____ operates a product and/or service (PROVIDER).

_____ is the MANUFACTURER of the following products:

MANUFACTURER shall include in the products stated above a promotional advertisement for purchasers of Manufacturer's product to purchase PROVIDER products and/or services from PROVIDER. The advertisements shall be printed and provided by the PROVIDER and shall include a unique identifying code for MANUFACTURER.

All replies shall be received and processed in a timely manner. Provider shall make a monthly accounting report to MANUFACTURER of the number of orders received. Manufacturer shall be paid a commission of \$_____(_____/100 dollars) per sale. Manufacturer's commissions shall be paid solely upon paid accounts. Provider shall advance to Manufacturer commissions earned based upon the sales which are received prior to collection.

The PROVIDER offer provided for in this agreement shall be the only offer for products or services similar to its own within Manufacturer's products.

This agreement may be terminated, with or without cause, by either party upon 90 Days notice.

PROVIDER shall indemnify MANUFACTURER from any claims related to its performance of placed orders.

This is the entire agreement between the parties and may only be altered by a writing executed by the parties hereto.

Dated _____

Manufacturer

Provider

Promotional or Product Placement Agreement

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. Promotional and product placement agreements are a marvelous opportunity for companies to increase their reach and sales. From a business point of view, you should think long and hard about setting up as many of these agreements as are productive for you.

1. Make multiple copies. Give one to each parties. These agreements tend to stay in force as long as they work for the parties.

Amending a Purchase Agreement

This agreement amends an earlier Purchase Agreement ("Agreement") dated _____ and signed by the parties. The original agreement is attached as Exhibit 1.

Whereas, the parties entered into the original Purchase Agreement for their mutual benefit, they now wish to amend that Purchase Agreement ("Amended Agreement") in accordance with the terms and conditions in that agreement, namely in writing and signed by both parties.

Therefore in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The parties agree that the recitals above are true and correct in all material respects.
2. The Buyer and the Seller agree that the Agreement is hereby modified and amended as follows in Exhibit 2.
3. The Seller and the Buyer hereby confirm and ratify that all other terms and conditions of the Agreement are in full force and effect, and unamended except as expressly provided in this Amended Agreement.
4. This Agreement may be executed in two counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

5. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized over night delivery service such as FedEx.

If to the Buyer: _____.

If to the Seller: _____.

6. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

7. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

8. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of _____ and any dispute under this Agreement must be brought in this venue and no other.

9. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

10. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

Buyer

Seller

Date

Exhibit 1: Original Agreement

Exhibit 2: Amended terms of Agreement

Amending a Purchase Agreement

Review List

This review list is provided to inform you about the document in question and assist you in its preparation. Amending an agreement is customary yet rarely done in writing even though it is called for in the original document. It is far better to be the proverbial "safe than sorry," and use this form for work order or other changes to your purchase agreements whether for small items or large complicated purchases.

In a fluid transaction this also cuts down on the confusion of memory that inevitably occurs as the parties remember clearly what they wanted but often forget, conveniently or otherwise, what they gave up to get what they wanted. This Amending a Purchase Agreement helps reduce these problems.

1. As with similar agreements, sign in multiple copies giving one to each party, if a large purchase or an important one ratify a copy and include it in the minute book, and keep a copy in the file appropriate to the subject. You may also elect to make a backup copy for your own file at work or home.

Ratification of Agreement

This is to ratify the Agreement attached as Exhibit 1 ("Exhibit1"). The parties signed Exhibit 1 _____ days ago and hereby ratify it in its entirety, having had sufficient time after the fact to wish to make this declaration in support of Exhibit 1 in its totality.

1. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized overnight delivery service such as FedEx.

If to the First Party: _____.

If to the Second Party: _____.

2. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

3. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

4. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of _____ and any dispute under this Agreement must be brought in this venue and no other.

5. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

6. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

First Party

Second Party

Date

Witness

Ratification of Agreement

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This Ratification of Agreement is very useful to have signed after an agreement has been concluded with a difficult party. It is especially important to be done if no lawyer was involved in the initial deal or at the signing. This is effectively eliminates the rescission period available in certain consumer contracts (i.e., people have a certain number of days to rescind the agreement). If you get this Ratification of Agreement signed 10 or days or more after the initial agreement, then you have accomplished that purpose and seriously put a brake on any lawyer challenging it at a later date. On a personal basis, I have never had a lawyer bring suit against me or any company of mine when I had this ratification agreement in hand. On the other hand, it did create a number of angry lawyers on the other side looking for a fee! What more eloquent statement could be made about the usefulness of this agreement!

On a final note, the signing of this agreement by both parties, 10 days or more after the initial agreement, had an important ceremonial aspect of ratification and conclusion. It helped. Many lawyers will advise this is not a "necessary" document, and they would be right. But, they can never deny that it was useful, unless they are on the other side seeking a fee!

PS. This Agreement is so helpful, in my mind, that it is one of the few we have included in two places, legal utilities and business agreements.

Release by Creditor

To: _____, Being Released from Obligation (the "Releasee")

Settlement Amount \$_____ Amount of Payment to Creditor ("Settlement Amount")

From: _____ ("Releasor")

In consideration of the payment of the above Settlement Amount by Releasee to Releasor and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Releasor hereby agrees as follows:

1. That the Settlement Amount represents payment in full satisfaction of all indebtedness, liabilities and obligations of the Releasee to the Releasor; and
2. That the Releasor hereby releases and forever discharges the Releasee and its, employees, officers, directors, successors and assigns of and from all actions, causes of action, damages, claims and demands whatsoever, which the Releasor had, now has or which the Releasor hereafter can, shall or may have for any reason whatsoever, including but not limited to all actions, causes of action, damages, claims and demands arising out of any indebtedness, liabilities or obligations owing by the Releasee to the Releasor.
3. This Release shall inure to the benefit of the Releasee and its employees, officers, directors, successors and assigns, and shall be binding upon the Releasor and its heirs, executors, administrators, successors and assigns.

Date:

Creditor, by Authorized Signer

Witness

Release by Creditor Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This is the Agreement you must receive, signed by the Creditor in question and witnessed thereto, before tendering final payment to them. When requesting settlement, include this form as a proactive step. Note that you do not need to sign the Agreement nor should unless requested by them for you to make a counter signature. Only sign this after they have done so or at the same time of a meeting.

1. Make multiple copies for the parties. Keep an original in your home safe (if you haven't gotten one yet, consider this another prompting to do so) and copies in your financial files.
2. Use a copy of this agreement with future creditors to show that settlements can work and be implemented effectively. This puts them on notice as to your expertise and experience in the matter, as well as outlining an approach to resolution successfully accomplished in the past.
3. Use this form when ever compromising a claim with a creditor. It stands up well over time and prevents the possibility of any future dispute, especially if the creditor is sold, merged, or otherwise reorganized.

Repossession Services Agreement

BACKGROUND:

_____, CREDITOR, and
_____, AGENCY, agree:

CREDITOR is the owner or collection agent for various retail installment contracts, granting liens on automobiles. From time to time CREDITOR requires repossession services when the various contract debtors are delinquent on their debts, and CREDITOR herewith contracts with AGENCY to perform such repossessions.

TERM:

This agreement shall commence on _____ and terminate on _____.

TERRITORY:

AGENCY shall act as the exclusive repossession service within the following territory:

ASSIGNMENTS:

AGENCY shall only repossess vehicles upon a written order executed by an officer of the CREDITOR specifying the vehicle type, VIN and borrower's name, or identification of other property. AGENCY shall not release any vehicle to a person other than an agent of the CREDITOR.

METHOD OF REPOSSESSION:

AGENCY shall repossess the items, which are assigned to it without creating a breach of the peace, and in accordance with any laws or regulations related thereto. In the event that any repossession cannot be accomplished without a breach of the peace, AGENCY shall immediately notify CREDITOR and shall discontinue attempts to repossess unless the CREDITOR reassigns the same.

INDEMNITY:

AGENCY shall indemnify and hold CREDITOR harmless from any claims related to the repossession activity undertaken by the AGENCY. CREDITOR shall indemnify AGENCY from any claims that CREDITOR did not have a legal right to seek peaceful repossession of the items assigned.

INVENTORY:

In the event that any vehicle which is repossessed contains personal property, AGENCY shall have 2 persons witness a complete inventory. A copy of such inventory shall be

provided to CREDITOR. AGENCY shall release such items of personal property to the debtor upon execution of a receipt of the same.

RELATIONSHIP:

The relationship between the parties is solely of contracting party and independent contractor.

CUSTODY OF VEHICLES:

During custody of the vehicles AGENCY shall use all possible care to protect and safeguard the vehicles, and shall deliver the same as directed by the CREDITOR, and CREDITOR's expense, in the same condition as received, any ordinary wear and tear excepted.

SUB-CONTRACTOR:

AGENCY shall not sub-contract its performance without the previous written consent of the CREDITOR.

PAYMENT:

AGENCY shall receive payment as follows:

Dated: _____

For Creditor

For Agency

Repossession Services Agreement

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This is a standard repossession agreement that can be modified to meet the terms you require in your business activities.

1. Make multiple copies. Give one to each signer.

Right of First Refusal

This Right of Firsts Refusal to Purchase Agreement ("Agreement") is made on _____, by and between _____ (Name), Grantor of the Right of First Refusal ("Owner") and _____ (Name), Receiver of Right of First Refusal ("Grantee").

In consideration of the payment by the Grantee to the Owner of the sum \$ _____ and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. In the event that the Owner receives an offer (the "Offer") from any person to relative to the goods or property subject to this Agreement, described in Exhibit 1, ("Offered Goods"), which the Owner is prepared to accept, then the Owner shall forthwith send to the Grantee notice in writing of its desire or intention to sell the Offered Goods accompanied by a copy of the Offer.
2. Upon receipt of notice in accordance with paragraph 1, the Grantee shall have only twenty (20) days from the date of receipt within which to give the Owner notice ("Intent to Buy") that it desires and agrees to so purchase the Offered Goods on the same terms and conditions as are contained in the Offer, provided that:
 - (a) if the Grantee shall have given an Intent to Buy, the Grantee shall purchase Offered Goods referred to in the Offer;
 - (b) if the Grantee shall not have given an Intent to Buy within the time provided, then the Grantee shall be deemed for all purposes to have refused to purchase the Offered Goods; and
 - (c) In the event that each Grantee elects not to purchase or is deemed to have refused to purchase the Offered Goods, then the Owner may accept the Offer and proceed to sell the Offered Goods, but only at the price and on and in accordance with the terms and conditions contained in the Offer provided that, if the transaction contemplated by the Offer is not completed within a period of twenty (20) days after the expiration of the last day upon which the Grantee has the right to give an Intent to Buy, then the Owner shall not thereafter sell the Offered Goods unless and until it again complies with the provisions of this Agreement.
3. Any transaction between the Owner and the Grantee effected pursuant to the provisions of this Agreement shall be completed not later than the twentieth (20th) day after which the Grantee has become obligated to purchase the Offered Goods.
4. The rights granted to the Grantee under this Agreement are personal to the Grantee. Accordingly, the Grantee may not sell, assign or otherwise transfer any of its rights under this Agreement without the prior written consent of the Owner, which consent may be unreasonably or arbitrarily withheld.

7. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized overnight delivery service such as FedEx.

If to the Owner: _____.

If to the Grantee: _____.

8. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

9. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

10. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of _____ and any dispute under this Agreement must be brought in this venue and no other.

11. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

12. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

First Party

Second Party

Date

Exhibit One: Goods or Property Subject to this Agreement

Right of First Refusal to Purchase

Review List

This review list is provided to inform you about the document in question and assist you in its preparation. Having a first right of refusal on property, business, or any other object is often of great value to the holder. This Agreement can be appended to other agreements or signed contemporaneously with them at the same closing.

1. Be sure you have multiple copies, one for each signatory. Keep one in your active file, another in the file that relates to the subject, and another in the minute book.
2. In negotiations, you should be able to exact a higher price for any transaction that involves a Right of First Refusal. While often it is desired defensively by the acquirer, it ties your hands and potentially can disrupt the sale of the goods or property in question. You should charge accordingly. And, if they don't want to pay, you should suggest, "Then that is what it is worth to you." This provides the justification for not giving it. Interestingly, people often haggle over items the most that they are willing to pay the least for (e.g., small items at an estate sale of their family in which they are heirs; if forced to give up money from their share, they often will not give up \$10; otherwise, they might forever about it. Keep this interesting human tendency in mind when negotiating this kind of clause—if they won't pay, don't give in on it. See more about this subject in our Negotiations Handbook CD and videos.

Rolling Stock Lease

_____, referred to as the RAILROAD, and _____,
referred to as the LEASING COMPANY, agree:

LEASING COMPANY herewith leases to the RAILROAD the following described railroad
rolling _____ stock:

_____ for a period beginning on _____ and ending on _____
_____ unless earlier terminated under the terms of this agreement.

RAILROAD shall have the right to inspect the rolling stock before delivery. After such inspection, RAILROAD shall have the right to reject any rolling stock which is not in good running order. After inspection, RAILROAD shall be deemed to have accepted the rolling stock "as is."

RAILROAD shall have the right to paint the rolling stock in its color scheme. Upon termination of the lease, RAILROAD shall return the rolling stock painted in a neutral primer color.

RAILROAD shall perform all reasonable and customary maintenance on the rolling stock during its possession, and shall maintain records of such work, which shall be available for inspection by the LESSOR at any times.

RAILROAD shall pay as rental, in advance the sum of \$ _____
(_____ & _____/100 dollars)
monthly. During the term of the lease, RAILROAD shall obtain and maintain insurance upon the rolling stock, with the LESSOR named as an insured, for all customary perils and in amounts reflecting the fair market value of the rolling stock.

RAILROAD shall return the rolling stock in the same condition as received, ordinary wear and tear excepted.

Unless otherwise specifically agreed in writing by the LESSOR the rolling stock rented hereunder shall only be used by the RAILROAD within the United States.

LESSOR may terminate this lease in the event of a default in the payment of rentals, or any other terms or conditions of this lease.

Upon termination, RAILROAD, at its expense shall return the rented rolling stock to

_____.

Dated: _____

_____ Lessor

_____ Owner/Railroad

Rolling Stock Lease

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This agreement can be adapted to various purposes such as trailer rentals and other such items.

1. Make multiple copies. Give one original to each signing party.

Sales Rep Agreement

Sales Rep Agreement

This Agreement ("Agreement") is made and effective on by and between _____ ("Rep") and _____ ("Company").

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

1. Definitions.

As used herein, the following terms shall have the meanings set forth below:

A. "Products" shall mean the following of Company's products to be sold by Rep:

_____.

B. "Territory" shall mean the following described geographic area and/or specific accounts:

2. Appointment.

Company hereby appoints Rep as its sales rep for the Products in the Territory, and Rep hereby accepts such appointment. Rep's sole authority shall be to solicit orders for the Products in the Territory in accordance with the terms of this Agreement. Rep shall not have the authority to make any commitments whatsoever on behalf of Company, and be fully responsible for keeping his or her customers duly informed of this limit on Rep's authority to make agreements on behalf of the Company with the customer.

3. General Duties.

Rep shall use its best efforts to promote the Products and maximize the sale of the Products in the Territory. Rep shall also provide reasonable assistance to Company in promotional activities in the Territory such as trade shows, product presentations, sales calls and other activities of Company with respect to the Products. Rep shall also provide reasonable "after sale" support to Product purchasers and generally perform such sales related activities as are reasonable to promote the Products and the goodwill of Company in the Territory, in the line of business Company is in. Rep shall report weekly to Company concerning sales of the Products and competitive promotional and pricing activities. Rep will devote adequate time and effort to perform its obligations. Rep shall neither advertise the Products outside the Territory nor solicit sales from purchasers located outside the Territory without the prior written consent of the Company.

4. Reserved Rights.

Company reserves the right to solicit orders directly from and sell directly to any end users or other retail buyers within the Territory. Rep's task is to solicit orders from all potential wholesale customers in the Territory including original equipment

manufacturers, distributors, resellers, dealers, value-added resellers, telemarketing companies and retail distribution chains, unless agreed otherwise else in this agreement.

5. Conflict of Interest.

Rep warrants to Company that it does not currently represent or promote any lines or products that compete with the Products. During the term of this Agreement, Rep shall not represent, promote or otherwise try to sell within the Territory any lines or products that, in Company's judgment, compete with the Products covered by this Agreement. Rep shall provide Company with a list of the companies and products that it currently represents and shall notify Company in writing of any new companies and products at such time as its promotion of those new companies and products commence.

6. Independent Contractor.

Rep is an independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint venturers, co-owners or otherwise, or (iii) allow Rep to create or assume any obligation on behalf of Company for any purpose whatsoever. Rep is not an employee of Company and is not entitled to any employee benefits. Rep shall be responsible for paying all income taxes and other taxes charged to Rep on amounts earned hereunder. All financial and other obligations associated with Rep's business are the sole responsibility of Rep.

7. Indemnification by Rep.

Rep shall indemnify and hold Company free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasance acts of Rep, its employees or its agents.

8. Indemnification by Company.

Company shall indemnify and hold Rep free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of defects in the Products caused by Company or failure of Company to provide any products to a customer that has properly ordered through Rep.

9. Commission.

Sole Compensation. Rep's sole compensation under the terms of this Agreement shall be a commission computed as follows: _____ (suggestion: a percentage of actual payments received by Company; this eliminates lots of extra language; is very clear; can be audited simply).

Basis of Commission. The Commission shall apply to all orders solicited by Rep from the Territory that have been accepted by Company and for which shipment has occurred. No commissions shall be paid on (i) orders from outside the Territory (even if Rep receives the initial inquiry from outside the Territory) unless otherwise agreed in writing by Company. Commissions shall be computed on the net amount paid by customer.

Time of Payment. The commission on a given order shall be due and payable when paid by the customer and be due within 5 days after such payment is received.

Commission Charge-Back. Company shall have the absolute right to set forth cash discounts, to make such allowances and adjustments to accept such returns from its customers, and to write off as bad debts such overdue customer accounts as it deems advisable. In each such case Company shall charge back to Rep's account any amounts previously paid or credited to it with respect to such cash discounts, allowances, adjustments, return or bad debts. However, Company agrees that the amount of any cash discount provided to a customer and charged back to Rep shall not exceed of the sales price. Payment to Rep upon receipt of customer payments and for the percentage agreed upon eliminates most of these areas for dispute, which the parties acknowledge herein.

Annual Inspection of Records. Rep shall have the right, at its own expense and not more than once per year, to inspect at reasonable times Company's relevant accounting records to verify the accuracy of commissions paid by Company under the terms of this Agreement. If the audit correctly reveals that Company has underpaid Rep by ten percent (10%) or more, then Company shall reimburse Rep for the cost of the audit, in addition to the amount of underpayment. Unless otherwise stipulated, this date shall be January 31 of each year. In no event shall an audit be permitted for more than the past 12 months. Therefore, any amounts possibly due prior to this year and one day, are not subject to review for any reason including fraudulent misrepresentation or any other such claim Rep might make.

10. Sale of the Products.

Prices and Terms of Sale. Company shall provide Rep with copies of its current price lists, delivery schedules, and standard terms and conditions of sale, as established from time to time. Rep shall quote to customers only those authorized prices, delivery schedules, and terms and conditions, and modify, add to or discontinue Products following written notice to Rep. Each order shall be controlled by the prices, delivery schedules, and terms and conditions in effect at the time the order is accepted, and all quotations by Reps shall contain a statement to that effect.

Quotations. Reps shall promptly furnish to Company copies of all quotations submitted to customers. Each quotation shall accurately reflect the terms of this Agreement.

Orders. All orders for the Products shall be in writing, and the originals shall be submitted to Company. All orders shall be sent directly from the customer to the Company not to the Rep for forwarding to the Company.

Acceptance. All orders obtained by Rep shall be subject to final acceptance by Company at its principal office and all quotations by Reps shall contain a statement to that effect. Rep shall have no authority to make any acceptance or delivery commitments to customers. Company specifically reserves the right to reject any order or any part thereof for any reason.

Credit Approval. Company shall have the sole right of credit approval or credit refusal for customers in all cases, with or without cause.

Collection. Full responsibility for collection from customers rests with Company, provided that Rep shall at Company's request assist in such collection efforts.

Inquiries from Outside the Territory. Rep shall promptly submit to Company, for Company's attention and handling, the originals of all inquiries received by Rep from customers outside the Territory.

11. Term and Termination.

A. Term. This Agreement shall commence on _____ and continue for one year thereafter, unless terminated earlier as provided herein. This Agreement shall continue until terminated upon at least 30 Days written notice by either party. If not terminated during the first year, this Agreement shall continue until one party or the other terminates the Agreement with 30 Days written notice.

B. Return of Materials. All of Company's trademarks, trade names, patents, copyrights, designs, drawings, formulas or other data, photographs, demonstrators, literature, and sales aids of every kind shall remain the property of Company. Within 10 days after the termination of this Agreement, Rep shall return all such items to company at Rep's expense. Rep shall not make or retain any copies of any confidential items or information that may have been entrusted to it. Effective upon the termination of this Agreement, Rep shall cease to use all trademarks, marks and trade name of Company.

12. Limitation of Liability.

Upon termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other, because of the termination for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of Company or Rep. Company's sole liability under the terms of this Agreement shall be for any unpaid commissions.

13. Confidentiality.

Rep acknowledges that by reason of its relationship to Company hereunder it will have access to certain information and materials concerning Company's business plans, customers, technology, and products that is confidential and of substantial value to Company, which value would be impaired if such information were disclosed to third parties. Rep agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by Company. Rep shall not publish any technical description of the Products beyond the description published by Company. In the event of termination of this Agreement, there shall be no use or disclosure by Rep of any confidential information of Company, and Rep shall not manufacture or have manufactured any devices, components or assemblies utilizing Company's patents, inventions, copyrights, know-how or trade secrets.

14. Notices.

Any notices required or permitted by this Agreement shall be deemed given if sent by certified mail, postage prepaid, return receipt requested or by recognized an over night

delivery service such as FedEx:

If to Company: _____.
(Name & Address)

If to Rep: _____.
(Name & Address)

15. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

16. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

17. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of _____ and any dispute under this Agreement must be brought in this venue and no other.

18. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

19. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

Company

Rep

Sales Rep Agreement

Review List

This review list is provided to inform you about the document in question and assist you in its preparation.

1. The Sales Rep Agreement is used only to appoint an independent sales rep. If you will hire a person as a full time sales executive, see the Sales Employment Agreement.
2. This Agreement, as written, provides for termination in 30 days. This is an important clause to protect the Company from having to retain an ineffective Rep. In addition the document provides for paying the Rep a percentage based on receipts, not a more complicated formula; provides for payment after receipt so the Company is not financing the Rep commission; and provides for only one back year of auditing to prevent a potential lawsuit from spiraling out of control. The venue for litigation is important and should always be in the Company's home state.
3. The rep is treated as an independent contractor in this Agreement, not as an employee, and this clause should be protected because the distinction is very important for the Company. This means the sales rep is not eligible to receive employee benefits and is responsible for his or her own income, social security, and Medicare taxes, among other things. Request the Rep fill out a W-9 IRS Form (one is on this Legal Forms CD), which provides for documentation of the Rep's status. The IRS has a long history of allowing Reps to be independent contractors. This category has well-established precedents, unlike other categories, as long as the Rep is not based out of your corporate office. Even under these circumstances, a Rep can be treated as an independent contractor; but the "bar" is higher to meet the IRS' standards.
4. Although IRS rules do not vary state-to-state, state employment and contractor laws and rules do. Therefore, before using this document, you would be well advised to seek legal counsel about its appropriateness.
5. Print two copies of the Sales Rep Agreement, one for each party. Both parties should sign each copy so that both can have an original copy. You are advised to keep an extra copy in a folder containing all Rep contracts.

Salvage Agreement

_____, referred to as OWNER, and _____
_____, referred to as SALVAGE COMPANY, agree:

On _____, OWNER suffered a loss due to _____ which
damaged items generally described as:

SALVAGE COMPANY agrees to take immediate custody of the salvage items and to take and sell the same in a manner, which SALVAGE Company deems most advantageous. If SALVAGE COMPANY determines that as to any part of the items, the cost of removal will exceed the probable recovery, SALVAGE COMPANY shall give notice of intent to abandon.

SALVAGE COMPANY shall receive a commission of ____% of the sale proceeds and shall retain the same until directed by OWNER as to distribution of the same.

Dated: _____

Owner

Salvage Company

Salvage Agreement

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This is a well care document that protects a company put in the position of salvaging an item, such as a vehicle or other piece of equipment, from becoming responsible to the Owner should potential costs exceed the profitability of the transaction.

1. Make multiple copies. Give one to each signatory. Keep one with the transaction file.

Seller's Agreement to Repurchase

_____, referred to as SELLER, and _____,
referred to as BUYER, agree:

SELLER agrees to repurchase any of the following goods from BUYER, subject to the terms and conditions set forth herein:

All such returns shall be subject to a restocking charge of _____ percent of the purchase price paid by BUYER.

Such goods must be in their original packaging and in re-salable condition.

The BUYER may, on notice to SELLER, assign this repurchase right to any party holding a security interest in the goods, and if such option is exercised SELLER agrees not assert as against any such bank, finance company or other secured party, any right of set-off, recoupment or counterclaim which may now exist or hereafter arise under or by virtue of any transaction between SELLER and BUYER.

SELLER shall not be obligated to repurchase any goods under this contract unless and until it shall have been furnished assurances which are in its opinion adequate to insure that the goods will be delivered to SELLER free and clear of any and all liens, encumbrances, security interests and other claims of third parties to the goods.

The right of repurchase shall extend to all goods of the same type as stated herein, unless prior to a shipment, the same is canceled by notice sent by the most expeditious means.

Return freight on the goods shall be paid by: _____

Dated: _____

Seller

Buyer

Seller's Agreement to Repurchase

Review List

This review list is provided to inform you about this document in question and assist in its preparation. This document serves to set up the conditions under which the seller must repurchase or have returned the goods sold to a seller. As a Seller, this is a risky transaction; as a buyer, this is the ultimate protection in a purchase.

1. Make multiple copies. Give one copy to each signatory. Keep one with the transaction file.

Settlement Agreement

This Agreement ("Agreement") is made and effective this _____ (Date), by and between ("Second Party") _____ (name & address) and ("First Party"), and _____ (name & address).

First Party and Second Party are parties to an earlier Agreement dated _____,

The First Party has alleged that the Second Party is in default of its obligations under the Disputed Agreement (the "First Party's Claims");

The Second Party has alleged that the First Party is in default of its obligations in the Disputed Agreement (the "Second Party's Claims"); and

The First Party and the Second Party wish to resolve their differences and responsibilities pursuant to the Disputed Agreement, the First Party's Claims and the Second Party's Claims.

Therefore, in consideration of the foregoing and the covenants, releases, and agreements set forth herein and for other good and valuable consideration, First Party and Second Party agree as follows:

1. General Release.

A. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, First Party does hereby release, acquit, and forever discharge Second Party and does hereby covenant and agree never to institute or cause to be instituted any suit or other form of action or proceeding of any kind or nature whatsoever against Second Party based upon the First Party's Claims and any and all other claims, demands, indebtedness, agreements, promises, causes of action, obligations, damages, or liabilities of any nature whatsoever, in law or in equity, whether known or unknown, suspected, or claimed, that First Party ever had, has claimed to have, now has, or may hereafter have or claim to have against Second Party related in any way to or arising out of or by reason of any matter, cause, thing, or act of Second Party, or any of Second Party's employees, or any omission of Second Party, or any of Second Party's employees related in any way to or arising out of any claims asserted or that could have been asserted, or related in any way to or arising out of the Disputed Agreement.

B. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, Second Party does hereby release, acquit, and forever discharge First Party from; and does hereby covenant and agree never to institute or cause to be instituted any suit or other form of action or proceeding of any kind or nature whatsoever against First Party based upon the Second Party's Claims and any and all other claims, demands, indebtedness, agreements, promises, causes of action, obligations, damages, or liabilities of any kind whatsoever, in law or in equity, whether known or unknown, suspected, or claimed that Second Party ever had, has claimed to have, now has, or may hereafter have or claim to have against First Party related in any way to or arising out of or by reason of any

matter, cause, thing, or act of First Party, or any of First Party's employees, or any omission of First Party, or any of First Party's employees related in any way to or arising out of any claims asserted or that could have been asserted, or related in any way to or arising out of the Disputed Agreement.

2. Payment.

In partial consideration of the releases provided herein, the parties agree to the following payment or payments: _____.

3. Termination.

The Disputed Agreement shall terminate in all respects effective as of the signing of this Agreement.

4. Satisfaction and Accord.

It is understood and agreed that the above-recited consideration is provided to and accepted by the parties in complete settlement and compromise and as full satisfaction of disputed claims, the validity of which are expressly denied by the parties, and such consideration is not to be construed as an admission of liability on the part of any of the parties, but rather, is for the purpose of terminating all disputes among the parties related to or arising out of the Disputed Agreement, the First Party's Claims and the Second Party's Claims.

5. Costs.

Each Party agrees to pay its own costs, including but not limited to its own legal fees.

6. Successors and Assigns.

This Agreement and the release and covenants contained herein shall be binding upon and shall inure to the benefit of each party, and each of their respective predecessors, successors and assigns and each of their respective past and present, direct and indirect, subsidiary, parent, and affiliated entities, and to each of their respective past and present employees, agents, attorney's in fact, attorney's at law, representatives, officers, directors, shareholders, partners and joint ventures.

7. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

8. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of _____ and any dispute under this Agreement must be brought in this venue and no other.

9. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

10. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

First Party

Second Party

Settlement Agreement

Review List

This review list is provided to inform you about the document in question and to assist you in completing it.

1. Signing this agreement discharges all claims between the parties, not just the one specific claim. If there is a possibility that you wish to pursue other claims against the other party, modify the Agreement accordingly and consider consulting an attorney for their advice prior to signing this Agreement.
2. Note also that certain state and federal statutes do not let the parties bargain away certain rights such as many employment claims. Having said this, it is always better to attempt to settle these claims in this manner to demonstrate to a Court, should it become involved at a later date, that this was the intention of the parties.
3. Laws do vary somewhat state to state and are modified both by statute and legal precedent over time. This is always a good reason to have a lawyer review any agreement, including this one, for hidden problems.
4. As a practical matter, print at least two copies and have them signed in the original so both parties have an original for their records.
5. Once signed, consider using this Settlement Agreement as a standard for future disputes you may become a party to. It is our experience, that new disputants can be influenced in favor of settlement if they see that you have done so before. Presenting them with a signed Agreement can also move the matter forward more expeditiously and under similar payment terms and conditions. You may also want to consider using the other side as a reference about how the Settlement Agreement worked out and why it was a worthy enterprise, assuming they believe it to be so.

Submission Agreement Policy

Our Company ("The Company") is interested in possible means of developing new ideas, inventions or processes. However, we have frequently found that suggestions submitted to us are already available from our own staff, through published sources or other legal means. This can lead to possible confusion concerning the origin of the idea.

For this reason, we prefer that only patented inventions be disclosed to us. In the event that you have not done so, we suggest that you consider this, and consider obtaining independent legal and business counsel prior to submitting any ideas or other objects to us.

The following is the general policy we have adopted in regard to unsolicited submissions:

(1) The Company (us) shall be under no obligation to keep the suggestion secret or to receive the same as a secret.

(2) The Company by the execution of this document does not acknowledge that the suggestion is new, or presently unknown to us or that the same has any commercial value.

(3) You will rely entirely on patents or copyrights, if any, which you may obtain for the suggestion for legal protection.

(4) The Company will be the sole judge if any payment is to be made for the idea, and if any payment may be made, its amount.

(5) You agree that the submission;

(a) does not violate any contract or agreement that you are a party to; (b) third party rights, if any, in the suggestion; (c) that the disclosure is legal and does not infringe on any patent or other legal right of any third party; (d) to fully indemnify The Company in the event of the submission's use from any claims whatsoever related to the submission or its use; (e) that the rights to any inventions, processes, ideas, patents or copyrights which are derived from the original submission shall be the sole property of The Company; (f) that you are the sole owner or owner(s) of the idea.

While we try to limit the disclosure of such suggestions to employees necessary for an adequate evaluation of the suggestion, we do not accept any liability for failure to maintain secrecy. In the event that your suggestion is found to be of interest, The Company may negotiate a license in the event that you obtain patent protection.

In addition, we take absolutely no responsibility for the physical care or return of any materials sent to us. If you are concerned about these issues, DO NOT send them to us. We take and accept absolutely no responsibility to return any objects, drawings, documents, or other items sent to us.

We are unable to consider unsolicited suggestions or idea except on these terms. If you have a patent or copyright, please submit proof of the same as soon as possible. No

alterations or additions may be made to this agreement.

Until your acceptance of this proposal, no further consideration will be made of your communications.

If you desire to accept this proposal, please sign and return a copy of this agreement to us, and return the same.

Dated: _____

Yours very truly,

Company Signatory

Accepted:

Please print name here: _____ Signature

Date: _____

Witness

Date:

Submission Agreement Policy

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. Your company should have a Submission Agreement Policy if for no other purpose than to use it in court if you are challenged with infringement regarding any idea or ideas you supposedly received in a submission. This is strictly a defensive document. Many companies have been plagued by inventors, artists and authors submitting works, processes or supposed inventions to them on an unsolicited basis and then being sued later. Rex Stout, the creator of Nero Wolfe, even based one of his best mysteries on a plot to do exactly this—and successfully extract large sums of money from publishing houses.

Many of these companies have made it a policy to refuse to accept these submissions unless the person submitting them either has a patent already (in which case the company can get the patent from the patent office and then decide if they want to use it, or if the patent will stand up in court) or signs a one- sided agreement. This form is about as one-sided as it can get. It makes the company the sole judge of the payment to be made, if one is made at all, and is used in practice to discourage submissions.

One of my personal favorites is a woman who set up a meeting with me to review her idea, which I rejected out of hand as unusable and if usable, in the public domain. By odd chance, she knew our patent attorney and approached him about suing us for suppressing her invention by not buying it! Our patent attorney, with great effort, talked her out of trying to file suit against us. Although this woman was a friend of his family, she forever afterwards thought he too was a part of the suppression conspiracy!

In sum, this is a treacherous area full of litigation pitfalls. Be smart. Get a signed agreement such as this one prior to doing anything else.

1. Keep a running record of these submissions and the forms received, or not received, back.

Subrogation Agreement

WHEREAS, on _____, _____, an insurance company ("Insurance Company"), was presented with a claim arising from:

AUTOMOBILE COLLISION

under insurance coverage provided to POLICYHOLDER, under its coverage for:

AUTOMOBILE COLLISION/COMPREHENSIVE

and, WHEREAS, on _____, Insurance Company paid a claim in an amount of \$_____, with a deductible of \$_____ arising from the perils and covered by the policy stated above, NOW, THEREFORE:

POLICYHOLDER, his heirs and assigns, herewith assign and convey to Insurance Company and any all rights against any entity who may be liable to POLICYHOLDER for the loss stated above.

Insurance Company shall pursue any and all responsible parties at its own expense, and may at its option, bring such action in its own name or that of POLICYHOLDER.

POLICYHOLDER herewith covenants and agrees to fully assist Insurance Company in pursuit of its rights of subrogation herein.

INSURANCE COMPANY may at its option pursue the deductible loss of POLICYHOLDER. In the event that INSURANCE COMPANY does so, it shall notify POLICYHOLDER, and, further, POLICYHOLDER agrees that if any recovery is made that it will share in all costs related thereto pro rata.

POLICYHOLDER further agrees not to release or exonerate the adverse party or parties or enter into any compromise with them without the prior approval of INSURANCE COMPANY.

POLICYHOLDER shall execute any and all instruments reasonably required by INSURANCE COMPANY in connection herewith.

Date: _____

Policyholder

Insurance Company

Subrogation Agreement

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This subrogation agreement can be applied to many other circumstances, such as buying out the rights to a lawsuit.

1. Make multiple copies. Give one to each signatory. Keep a copy with the transaction file.

Substitution of Collateral and Release Consent

_____, referred to as OWNER, and _____,
referred to as SECURED PARTY, agree:

OWNER is indebted to SECURED PARTY pursuant to a note dated, _____, in the original principal amount of \$_____ (_____/100 dollars); with a present total interest and principal balance of \$_____ (_____/100 dollars), and a security agreement dated _____ and has pledged as security for the note the following:

The DEBTOR has requested that SECURED PARTY release _____ as collateral for the obligation, but, that _____ be pledged as new collateral for the obligation. Accordingly, SECURED PARTY releases _____ as collateral for the obligation, and upon request of the DEBTOR shall execute such releases, UCC financing statement releases or other documents reasonably requested by the DEBTOR.

In all respects _____ shall be subject to the terms and conditions of the security agreement between the parties dated _____. All other terms and conditions of the note and security agreement shall remain in full force and effect.

Dated: _____

_____, OWNER

_____, SECURED PARTY

Substitution of Collateral and Release Consent Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This substitution of collateral document is a standard form to replace collateral due to a need by the debtor to sell the collateral.

1. Make multiple copies. Give one copy to each party. Keep copies in the related files.

VALUE ADDED RESELLER AGREEMENT

This Value Added Reseller Agreement ("Agreement") is made and effective this _____ (Date), by and between _____ ("VAR") and ("Developer").

Developer has developed certain software, which it markets directly to end-users and also markets through intermediaries such as VARs.

VAR is in the business of creating and adding value to existing software and technology products and remarketing the value-added products to end-users.

VAR desires to take a license in certain of Developer's products as identified on Exhibit A ("Products") attached, and to add value to same and remarket the value-added products, all pursuant to this Agreement.

Therefore the parties agree as follow:

1. Nonexclusive Appointment.

VAR is hereby appointed a nonexclusive value-added reseller of the Products for sale in the Territory as it appears in Exhibit B ("Territory"), pursuant to this Agreement. VAR accepts such appointment and agrees to serve as a value-added reseller of the Products to end users as provided herein. This Agreement is not exclusive to VAR, and Developer reserves the unrestricted right to sell, license, market and distribute or to grant to others the right to sell, license, market and distribute the Products and value added versions thereof anywhere in the world.

2. Price, Terms, and Discounts.

Prices, discounts, and other terms for the Products are set forth in Exhibit A. and are subject to change at any time, to take effect no sooner than the end of the Initial Term of this Agreement and following at least 30 Days prior written notice by Developer to VAR.

3. Product Changes Including Upgrades.

VAR acknowledges that customers generally desire and expect Product changes in VAR's marketplace. Therefore, VAR encourages Developer to modify, alter, amend or delete from the Products at any time at its discretion. Any formal upgrades require at least 30 Days written notice from Developer to VAR. VAR agrees never to remove from the Products any copyright notice included in them.

4. Ordering, Delivery, and Shipment.

A. Purchases of Product pursuant to this Agreement shall be made by VAR using VAR's regular purchase order form; provided, however, additional, modified or conflicting terms and conditions on VAR's purchase order form shall not modify or amend this Agreement unless expressly agreed to in writing by Developer.

B. All orders must specify the Product or Products to be purchased; the appropriate

purchase price; the requested ship date; and, if applicable, state the appropriate tax exemption certificate number, or include a blanket tax exemption certificate form for Developer's files when examined by tax authorities.

- C. Shipment of the Products purchased by VAR shall be made prepaid to the VAR. Developer shall have the right to make partial shipments, and each shipment shall be deemed a separate order and payment therefore shall become due in accordance with the terms of shipment. VAR shall take the license to the Products upon receipt and all risks of loss and expenses in connection with the Products shall thereafter be the responsibility of VAR; provided, however that Developer retains all applicable rights to the intellectual property contained in the Products as set forth in this Agreement.
- D. Products ordered will be deemed accepted by VAR upon shipment by Developer. VAR shall have thirty (30) days after receipt of the Products at VAR's facilities ("Test Period"), but prior to reshipment of the Products to VAR's customers, to inspect and test the Products. If VAR discovers any defect in a Product and reports such defect in or within the Test Period, Developer will, at its option, either repair, replace or accept return of the Product or credit VAR for the applicable purchase price.
- E. All purchase orders and amendments received by Developer after this date shall be part of this Agreement and are subject to acceptance by Developer. Payment shall be made by VAR within 30 days after the date of Developer's invoice. VARs shall be responsible to pay, or reimburse Developer, as appropriate, for any sales, use, excise or similar tax levied on the transactions hereunder, or any personal property tax attributable to the license granted VAR.

5. Changes and Cancellations.

VAR may cancel an order prior to shipment upon payment of a cancellation fee equal to 25% of the original order, and provided that Developer receives notice of the cancellation not more than 5 Days following the original order. Cancellation of any order after the last day for cancellation, or in the event that Developer has already shipped the Product, shall require VAR to pay in full. The parties agree that these charges are a reasonable method for determining Developer's expenses and damages arising out of cancellation or refusal to accept shipment.

6. License.

A. Developer grants and VAR accepts a limited, nonexclusive license to the Products as provided in this Agreement. The license granted herein shall permit VAR to combine or include the Products with VAR's other software or hardware for the purpose of adding to or increasing the value, functionality or utility of such software or hardware for VAR's end user customers. VAR shall not be permitted to use the Products for its internal business. VAR may not copy any of the Products or distribute or transfer the Products except as provided herein.

B. Developer hereby grants VAR a limited, nonexclusive license to grant sublicenses of the Product to VAR's end user customers in the normal course of business. Any sublicense of the product by VAR shall be pursuant to a written license agreement,

approved in advance by Developer as to form and substance that shall include at least the following:

- (i) VAR's sub licensee shall have no right to copy, modify, reproduce, publish or convey any part of any Product.
- (ii) VAR's sub licensee shall acquire no ownership in the Product.
- (iii) VAR's sub licensee shall look solely to VAR in the event of any defect, damage or inoperability of the product or part thereof.

C. If VAR's sub licensee fails to perform any material obligation with respect to Product pursuant to its written sublicense agreement with VAR, then VAR shall be required to cooperate with Developer to protect and enforce Developer's rights and title with respect to the Products. VAR may use this Agreement to show to sub licensee that they are required by Agreement to enforce these terms and conditions.

7. Confidentiality.

In the performance of this Agreement, each party may have access to confidential, proprietary or trade secret information owned or provided by the other party relating to software computer programs, object code, source code, marketing plans, business plans, financial information, specifications, flow charts and other data ("Confidential Information"). All Confidential Information supplied by one party to another pursuant to this Agreement shall remain the exclusive property of the disclosing party. The receiving party shall use such Confidential Information only for the purposes of this Agreement and shall not copy, disclose, convey or transfer any of the Confidential Information or any part thereof to any third party, except that VAR may sublicense the Products as set forth in this Agreement. Neither party shall have any obligation with respect to Confidential Information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party; (ii) was previously known to the a receiving party or rightly received by a receiving party from a third party; or (iii) is independently developed by or a the receiving party.

8. VAR Sales Organization and Activities.

In connection with the performance of its obligations in this Agreement in a professional and businesslike manner, VAR agrees to:

- A. Hire, train and employ at its place or places of business competent, professional and ethical sales, technical and support personnel to sell and support the products.
- B. Stay current with respect to information concerning the Products and, where appropriate, attend Developer's training with respect to the Products.
- C. Maintain adequate human resource and other facilities to assure prompt handling of all customer inquiries, orders, shipments and after sale support for the Products.
- D. Maintain, for demonstration purposes adequate equipment and other resources to properly demonstrate the Products.

- E. Provide prompt, reliable and competent technical and other assistance to VAR's end user customers with respect to the Products.
- F. Conduct its business in a professional manner that will reflect favorably on Developer and the Products, and not engage in deceptive, fraudulent, misleading, illegal or unethical business practices, whether with respect to the Products or otherwise.
- G. Permit Developer the right of reasonable entry to visit and inspect VAR's place of business for the purpose of verifying, to the satisfaction of Developer, that VAR is performing its obligations under this Agreement.

9. Developer Sales Assistance Responsibilities.

Developer will provide commercial and technical assistance to VAR as may be necessary and appropriate to assist VAR in effectively carrying out its obligations under this Agreement and in the promotion and sale of the Products to VAR's end user customers. Developer will subject to availability provide VAR and its agents sales promotion materials, technical manuals, sales aides and other materials helpful in the promotion or sales of the Products.

10. Limited Warranties.

- A. Developer warrants that it is the owner of or otherwise has the right to license the Products and otherwise perform its obligations set forth herein.
- B. Developer warrants that the media upon which the Products are included shall be free from defects in materials and workmanship for a period of following the date of shipment. In the event any breach of warranty set forth in this Section 10. B., VAR's sole remedy and Developer's sole liability shall be for Developer to replace the defective media.
- C. Developer warrants that for a period of 90 Days following shipment of the Products, each Product will perform the functions substantially according to Developer's regular specifications document with respect to such Product. In the event of any breach the warranty set forth in this section 10.C., VAR's sole remedy, and Developer's sole liability, will be that Developer must promptly repair the Products so as to conform to the warranty or, at Developer's election, refund the purchase price.

11. Developer Disclaimer.

THE WARRANTIES OF DEVELOPER SET FORTH IN SECTION IO ABOVE ARE EXCLUSIVE AND EXPRESSLY IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL DEVELOPER BE LIABLE TO VAR FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR PROFITS, WITH A CLAIM BY REASON OF BREACH OF WARRANTY OR BASED ON CONTRACT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER DEVELOPER HAS BEEN ADVISED OF THE RISK OF SUCH DAMAGES IN ADVANCE.

12. Indemnification.

- A. VAR agrees to indemnify and hold harmless Developer from and against loss, suit, damage or claim including reasonable attorney's fees and costs, arising out of or connecting with the sale, sublicense or use of any of the Products that have been modified by VAR or anyone else.
- B. Developer shall, at its own expense, defend any suit that may be instituted against VAR or any end user customer of VAR for any alleged infringement of any US patent, trademark or copyright related to the Product as provided by Developer hereunder, provided that:
 - 1. Such alleged infringement consists only of the use of the Product in the manner for which the Product was designed by itself, and does not relate to any modification or alteration or combination with other works.
 - 2. VAR gives Developer immediate notice in writing of any such suit and permits Developer, with counsel of its choice, to defend such suits. Immediate is defined as less than 5 Days after the suit was filed upon VAR or its representatives.
 - 3. VAR provides Developer all of the necessary information, assistance and authority, to enable Developer to defend such suit, and similarly uses its best efforts to get all VAR's end user customers to similarly provide all needed information, assistance and authority, all at VAR's expense.
 - 4. Developer's indemnity shall not apply with respect to any claim arising out of or based upon any modification or alteration of the Products created by or for Developer or an End-User customer.

13. Relationship of the Parties.

It is expressly understood and agreed that the relationship between the parties is solely that of "seller" and "buyer". VAR is not, and shall not be, a partner, agent, representative or joint venturer of Developer. VAR has no authority to assume or create any obligation for or on behalf of Developer, express or implied, with respect to the Products or otherwise.

14. Developer's Marks.

- A. Developer hereby grants to VAR a limited, nonexclusive right to use Developer's regular trade names, trademarks, titles and logos (the "Licensed Marks") in the advertising, promotion and sale of the Products. VAR shall not make or permit alteration or removal of tags, labels, or identifying marks placed by Developer on or within the Software program of any product. VAR will not use Developer's trade names or abbreviations (with the exception of a logo or mark or graphic design provided by Developer which indicates VAR is an authorized reseller of Developer) in VAR's corporate title, or name or in any way that might result in confusion as to separate and distinct identities of Developer and VAR. Upon the expiration or earlier termination of this Agreement, the license granted to VAR in the Licensed Marks shall immediately terminate and VAR shall immediately cease and desist all use of the Licensed Marks.

- B. VAR recognizes and acknowledges Developer's ownership and title to the Licensed Marks and the goodwill related thereto and agrees that any goodwill which accrues because of VAR's use of such marks shall become the property of Developer. VAR further agrees not to contest or take any action in opposition to any trademark, serviceman, trade name or logo of Developer or to use, employ or attempt to register any mark or trade name, which is similar to any mark or name of Developer.
- C. VAR shall apply the Licensed Marks only to products which have been manufactured in accordance with the standards of quality in materials, design, workmanship, use, advertising and promotion set forth in Developer's trademark use specifications and product control specifications ("Control Specifications"), copies of which will be furnished to VAR in confidence pursuant to Section 7 of this Agreement.
- D. Developer shall have the right at any time to conduct during regular business hours an examination of products manufactured by VAR (including those assembled or tested) at VAR's facilities to determine compliance of such products with the applicable Control Specifications. If at any time such products shall, in the sole opinion of Developer, fail to conform with the standards of quality in materials, design, workmanship, use, advertising, and promotion set forth in such Control Specifications, Developer shall so notify VAR. Upon such notification, VAR shall promptly cease to use the Licensed Marks on such products and shall not sell such nonconforming products until the standards of quality contained in the applicable Control Specifications have been met to the satisfaction of Developer.

15. Term and Termination.

- A. This Agreement shall commence on the Date of this Agreement and continue for a Term ending in 2 years. Thereafter, this Agreement shall continue until a party shall give notice to the other party of its desire to terminate this Agreement upon at least ninety (90) days prior written notice.
- B. In the event that VAR has failed to pay any amount when due or is in breach or default of any other material obligation set forth in this Agreement, then Developer may notify VAR and if VAR has not paid the entire amount due or cured its other breach or default within 30 Days following such written notice, then Developer may elect to terminate this Agreement unilaterally without protest from the VAR.
- C. In the event of any other breach or default of any material obligation owed by Developer in this Agreement, then the VAR may provide notice to Developer and if such breach or default is not cured within 30 Days following such notice, the Agreement may be terminated by the VAR unilaterally without protest from the Developer.

16. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized over night delivery service such as FedEx.

If to the Developer: _____.

If to the VAR: _____.

17. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

18. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

19. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of _____ and any dispute under this Agreement must be brought in this venue and no other.

20. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

21. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

Developer

VAR

Date

Exhibit A: VAR Price, Products, and Terms Schedule

Exhibit B: VAR Territory and Accounts Specific Customers

Value-Added Reseller Agreement

Review List

This review list is provided to help you prepare the VAR Agreement and negotiate the terms appropriate for your business. Certain terms and conditions have been imbedded in the text that require your careful examination. Among them are prepaid freight due to the almost universal requirement of this by VARs and its relatively low cost as a percentage of sales in this business for the Developer. The initial term is specified as 2 years because that has usually been enough time for both parties to recoup their investment in the relationship but not too long to encourage sloth on the job. An exclusive VAR document has not been prepared because few are used and they tend to be deadly for Developer if they are done.

1. The Value-Added Reseller Agreement provides for a software developer to sell its programs to a reseller, who then may combine the programs with other software or hardware. The combinations are then marketed as "value-added" products. Many VARs call themselves by that name but are really just resellers. Therefore the agreement has provided for that option. Make sure these terms are appropriate for your situation.
2. Laws vary from state to state and change over time, especially with regards to distribution agreements such as these. Having a fixed two-year term, however, provides a termination point and avoids a flexible date that can be attacked in Court. One can lose anytime you go up the people in the black robes, but this fixed term date tends to limit your liability. If you are unduly concerned about the possibility for litigation with a potential VAR, either don't do business with them or have an "As is" per order agreement, as opposed to a territory or larger agreement.
3. Print at least two copies so both parties retain an original. Make an extra copy for the your sales file and keep a master file of these sales agreements.

Vehicle Rental

_____, referred to herein as "OWNER" and _____,
referred to as "BORROWER," agree:

_____ is the owner of the following described motor vehicle:

Make of vehicle: _____

Model: _____

Body style: _____

VIN: _____

OWNER herewith rents to BORROWER the motor vehicle described above, for a period of _____, for the purpose of _____. BORROWER agrees to return the same to OWNER in good condition, ordinary wear excepted.

BORROWER acknowledges an opportunity to review the personal property bailed, and ACCEPTS THE SAME "AS IS," "WITH ALL FAULTS" and WITHOUT WARRANTY. BORROWER HAS ASCERTAINED THAT THE RENTED PROPERTY IS FIT FOR THE PURPOSE THAT BORROWER DESIRES TO USE THE RENTED PROPERTY.

The OWNER may terminate this rental prior to the expiration of the same, which is specified herein for cause, including but not limited to:

- a. the intentional misuse or neglect of the bailed property;
- b. the use of the bailed property in contravention of any statute or administrative regulation;
- c. other objectively reasonable cause.

Said termination shall be effective immediately upon _____'s election to do so.

Borrower shall be responsible to carry all necessary insurance on the vehicle in question and provide such proof to Owner.

This is the entirety of the agreement. Any changes must be made in writing and signed by both parties.

Dated: _____

Owner

Borrower/Renter

Vehicle Rental

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This document is for short-term rentals of a vehicle or other such items. Be sure to get a proper insurance document to protect your interests. Speak to your insurance agent about the proper approach.

1. Make multiple copies. Give one to each signatory. Keep a copy with the transaction file. Be sure to attach the insurance certificate to each copy.

Vessel Brokerage

_____, referred to as OWNER, and _____, referred to as BROKER, agree:

OWNER herewith grants to the BROKER the exclusive right to sell the vessel _____, for a period of _____ days. The vessel shall include the following options, marine electronics and accessories:

_____ in good, seaworthy, operating condition. A complete description of the vessel is attached hereto as Exhibit 1.

OWNER shall maintain the vessel, marine electronics and accessories in seaworthy condition. BROKER shall have no responsibility for maintenance.

OWNER agrees to permit the BROKER the right to demonstrate the vessel to potential purchasers. BROKER shall be responsible for fuel and crew necessary for demonstration, provided, however, that available on board fuel may be used by the BROKER without obligation to replace or pay for the fuel used. OWNER agrees to maintain insurance on the vessel for customary perils and in the amounts customarily maintained on the vessel. Such coverage shall be primary and BROKER shall be considered as an insured. OWNER agrees, upon request of the BROKER to provide copies of policies or other proof of coverage.

The minimum sales price shall be \$_____ (_____ & _____/100 dollars).

BROKER shall receive a commission of _____% of the gross sales price, less any sales tax or transfer fees. BROKER shall be entitled to the commission in the event that the BROKER provides a ready, willing and able purchaser.

In the event that a purchaser of the vessel requests and pays for an independent marine survey by a qualified marine surveyor, and the survey reveals any structural or safety deficiencies, OWNER agrees to make due allowance, whether by performing remediation, or an allowance in the purchase price.

In the event that an offer is accepted from a potential purchaser and the purchaser does not close and any earnest money or deposit is forfeited, the OWNER and BROKER shall equally divide the forfeited funds.

This is the entire agreement between the parties, and this agreement may only be modified by a writing executed by the parties hereto.

Dated: _____

Owner

Broker

Vessel Brokerage Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This document is similar to any brokerage document other than the fact it has some boat/vessel specific data. You can adapt it to other similar situations.

1. Make multiple copies. Give one to each signatory. Keep one with the transaction file.

Waiver of Claim of Breach

_____, referred to as BUYER, herewith waives any cause of action or claim which I may have because of the breach committed on or about _____ by _____. of the contract between us dated _____, generally related to:

BUYER does not renounce any claim for any other breach that may be hereafter committed and reserve my rights to the following:

BUYER

SELLER

Waiver of Claim of Breach

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This document can assist adversarial parties to “get over” a breach with the purposes of moving the relationship forward and not descending into litigation. If the relationship is worth preserving, this can be a good business approach to resolving a difficulty without resorting to court. Formalizing it puts the parties in a proper position should litigation result from the situation at a later time.

1. Make multiple copies. Give one to each signatory. Keep one with the transaction file.
2. You modify this form for a variety of breach waiver situations.