PARTS OF A LAWFUL CONTRACT-

QUESTIONNAIRE

Please Initial & Sign below if you Accept, and if you are in Agreement, with these statements, terms & conditions.

1. **Parties competent to contract**

   The parties to a contract should be competent, being of the age of consent, of sound mind, not disqualified from contracting by any law to which s/he is subject. A flaw in capacity may be due to minority, lunacy, idiocy, drunkenness, or dissimilarity of kind. The parties should be of the same kind, being either *legal fiction actors,* or *natural living men/women,* allowing more than two parties, but never a mixture of these kinds and their respective jurisdictions. Initial _____

2. Free and genuine consent

The consent of the parties to the agreement must be free and genuine. The consent of the parties should not be obtained by misrepresentation, fraud, undue influence, coercion or mistake. If the consent is obtained by any of these means, then the contract is not valid or legally/lawfully enforceable. Initial _____

3. Full disclosure

When negotiating a contract, *full disclosure* is the step of providing all material information, or telling the “whole truth”, about any matter which may influence the decision-making of the other party or parties before they decide to enter into a contract. If either party fails to make full disclosure, the contract is null and void. Initial _____

4. Valuable consideration

The consideration is something of value possessed by the parties that is brought to the contract table. This something of value is bargained for and given in exchange for a promise or a performance. The parties must each *receive a benefit* and each *suffer a detriment.* To be enforceable, a contract must have valuable consideration. A contract is unenforceable if it has insufficient or unequal consideration without agreement. Initial _____

5. Certainty of terms

The Terms and Conditions of the contract must be fully disclosed and agreed upon, and must be certain and fixed. Any subsequent variation of terms must be agreed. Initial _____

6. Meeting of the minds

A *meeting of the minds "consensus ad idem",* occurs between the parties when they recognise each other, understand their mutual obligations, and agree. A meeting of the minds occurs between *living men/women in lawful matters* (Common Law jurisdiction), and between *legal fiction actors in legal matters* (Admiralty Maritime jurisdiction). A contract must be either Lawful or Legal. If one party to a contract makes a "signature" as an "accommodation party" to a legal fiction person, while the other party makes an "autograph" for a living man or woman, the parties are of unequal kinds, and the contract is null & void. Initial _____

7. Autographs or Signatures

Lawful written contracts between living men/women must carry the wet ink *autographs* of the parties, comprising living identification such as a thumbprint, but more often living standing is recognized by an *unambiguous declaration* with the handwritten wet ink *autograph,* including the prefix "By:", and/or the words "All Rights Reserved," and "Without Prejudice," written below. Legal written contracts between legal fiction actors must carry the wet ink *signatures* of the parties, as an *accommodation* from a man/woman. Initial _____

8. **Privity of contract**

A contract exists only between the parties. No third-party can obtain rights contained within a contract, or buy or sell a contract, without the express permission of the original parties. Initial _____

SELLERS:

Party #1: _____ Date: _____/_____/_____

Party #2: _____ Date: _____/_____/_____

Party #3: _____ Date: _____/_____/_____

Party #4: _____ Date: _____/_____/_____

BUYERS:

Party #1: _____ Date: _____/_____/_____

Party #2: _____ Date: _____/_____/_____