

the Ultimate C O L L E C T I O N *of*

BUSINESS LETTERS & CONTRACT GUIDES

Over \$10,000 in contracts and agreements
that don't kill the deal

Notice & Disclaimer

The agreements in this manual are just designed to be illustrative examples for creating your own agreements. They are no replacement for a competent business attorney and I am in no way providing any legal advice.

Each business deal is completely unique from every other business deal. To create a universal agreement that fit every situation, would be highly improbable. The agreements in the manual are highly informative, but don't represent the perfect language or best method to form your deals. Always carefully research the laws in your city, state and country.

I'm not responsible nor liable for any loss incurred from using and applying, directly or indirectly, the agreements in this manual. I can't say this enough, make sure you get professional and competent legal assistance.

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Contracts and Agreements, What's The Difference?

The definition of a contract is a document formulating an agreement and legally binds the parties involved.

An agreement is the statement (oral or written) of an exchange of promises that something will be done or omitted.

OK, both of these words basically describe the same thing, so why am suggesting for you to set up agreements with your clients instead of contracts?

The reason deals with what we do in our businesses and the personalities of the people we are doing business with. In business its necessary to put your best foot forward, and get agreements signed and close deals as quickly as possible.

***Its No Longer That The Big Eat The Small,
Instead Now The Quick Kill the Slow!***

By using an agreement, you are offering to the other people a faster and smoother approach to close the deal, is better than having them get an army of lawyers to knit pick over contractual details and end up killing the deal.

Say the word "contract" and images of legality, court rooms, lawyers and trouble start flooding the mind. Instead an "agreement" denotes a meeting of the minds where two or more like-minded people make promises to each other and just want to have the details on paper in simple & plain English.

Contracts and agreements also look differently. A contract usually is a list of what each side will and won't do and exactly what services or products will be furnished and what are the penalties for breaking the contract. This can suggest that you are meticulous and that you will sue them should anything go wrong. If you are the one who makes the mistake there is a good chance that the other side will be sending out their lawyers after you.

On the other hand, an agreement is usually written less formally. It discusses the terms of the project and payment, presents the usual contract information in a friendlier way. An agreement suggests both parties agree to follow the terms of the project and lessens any chance that the other side feels like you are prepared for him to break the agreement.

Agreements have the following:

1. The parties are competent to enter into an agreement. A mentally disabled person couldn't enter into an agreement and minors can enter into agreements, but they can be voided in most cases before they reach legal age.
2. Promise to perform an act that the party isn't legally required to perform or promises to not perform an act that it's legally entitled to perform.

A contract doesn't have to be in writing, but an oral agreement can be worth the paper it's written on. Some agreements must be in writing to be enforceable. Whether or not an agreement must be in writing differs in every state, but the some of the situations where one would be needed are real estate transfers, thing that take over a year to perform and sales of goods over \$500.

Having a written agreement keeps both sides focused on the essential points, becomes proof of what all the parties agreed to and prevents someone from forgetting or changing their story later.

Can And Should You Write Your Own Agreements?

Yes, you can write your own agreements. You don't need to have a law degree to enjoy the benefits from writing your own agreements. You can do or learn to do almost all legal agreements/contracts yourself. You'll need a lawyer when:

1. The terms of the agreement/contracts is complicated enough in terms of either legal issues or performances to be done. If the deal is complicated and has lots of small parts making up the one big offer, definitely it would be best for you to call in help.
2. You know the person you're doing the agreement with shouldn't be trusted.
3. The person you're dealing with a good person, but there's a bad person you have to deal with in the background such as a wife, adviser, or lawyer.
4. A court/jury might review the agreement. This might be possible if the agreement is dealing with a probate, bankruptcy, receivership etc.

If there's a lot at stake or its a complex situation then definitely use a lawyer because your best money is spent in preventing problems.

Beating The Legal System with Creative Emulation.

Basically what a lawyer does, is take different forms or other lawyers' versions of those forms, hack away the unnecessary parts, add a word or two here and there, and then file the papers. Lawyers are good at thinking up "what if" scenarios and playing devil's advocate and they know how to take "boiler plate" forms and mold them to fit your situation and needs. But basically, you can take a copy of almost any of the filings a law firm has made for its money-raising client, change the names and alter the facts to fit your situation, and then file, all on your own.

Smart business people have a file of legal documents they've seen used (kind of like a swipe file that copywriters use to create their advertising pieces) and they cut and paste together their own agreements/contracts. This is how they are able to keep themselves out of their lawyers' offices.

If the deal is simple, the amounts aren't that great or you really trust the other side, you can use a legal form that both sides understand. By having some common sense and a good agreement does more that just cover your rear if you end up in court. An agreement that is written correctly can show how professional you are, weeds out clients who are insincere, speed up payments, organize your duties, clarify mutual obligations, avoid disputes and keep yourself out of court.

It All Comes down to, "Do you trust the other side."

That's one of the determining factors of whether you should use a contract or an agreement. The bigger the distrust between the parties, the bigger the contract should be.

The second factor is, what's the purpose of the business arrangement? Is it a simple one-time deal, where one side is selling one shipment of goods with a predetermined onetime advanced payment. Is it an in depth long-term interactive project/deal like developing proprietary software with multi-year technical support or a brand new series of books that you will be co-authoring with someone. Usually, the more involved the business relationship is, the more specificity you need in the contract. In other words more paper and lawyer time.

Third thing to consider is, can you stand the other side not living up to their end of the deal. The

local office supply store not delivering your shipment of printer paper probably won't put you out of business. However, a small business getting a contract with a big corporation doesn't have enough money to fight over contract terms when all of its time and money are being used to perform. The small business needs the big contract, not the big business.

In the end it all comes back to, do you trust the other side? Do you feel good enough about the other parties that they won't screw you over because they have just as much to lose, but you just want to make sure that everyone knows what everyone is supposed to be doing? If so letter agreements are great to use.

In today's world economy, its better to not overuse your lawyer. Your lawyer can help you figure out how detailed a business deal should be, however the actual business decision making should be left to the decision makers.

Keeping Your Agreements Simple

The reason why we have contracts and agreements has become incredibly warped and distorted by greedy lawyers. Many want to put together or hammer out an iron clad deal, (Translation: Something that can be turned into profitable lawsuit later on. This isn't why I sign agreements, how about you?)

Remember, we get into agreements so that both parties can profit mutually. The agreement then states what each party does for their part of the mutual relationship. This is done because both sides believe that its best to have both side's obligations detailed in writing so that everyone knows what they need to do to create the profit both of them are seeking. Keep this in mind.

For agreements, writing in legalese isn't essential or helpful. Agreements are best written in simple, common, everyday English. Many lawyers can and will turn a 1-page agreement into an 12-page legalese nightmare. This isn't needed and it can cause more trouble than its worth. As long as you've got it down on paper, the points and intent are clear, and all sides agree and sign it that's what's important. For most agreements to be legally binding these two elements are needed:

- After an offer has been made by one side and accepted by the other side, all sides must be in agreement.
- Something of value has been exchanged or promised to be exchanged(ie cash, services or some goods) for something else of value (ie cash, services or some goods).

If you do still want to use a lawyer, they can write contracts into simple plain English (or whatever language you speak) agreements. So request that they do just that.

Writing Your Own Agreements

So, how can you write your own agreements? It's not all that difficult to do. Get yourself a set of forms, you can buy some online or from office supply stores. Then start reading them and pulling out the essential elements and put them into simple language. Start learning the principles of the agreement, their uses and limitations. Paste together the parts that seem most applicable to your situation and you will have created your own contract/agreement.

Should everyone be using this technique? It's not for everyone, it takes confidence, and most importantly you should understand the law and your business. If you've just started working with a lawyer, you should stay with him/her for a while and learn as much as you can, so that one day you can write your own agreements.

Use your computer to cut, paste and write up your own agreements and just pay the lawyer to double-check and fine tune it for you.

Make Sure Your Agreements Are Enforceable.

The first part of enforcing your agreement is making sure your agreement isn't open to an attack. The elements of an agreement that can be attacked legally are illegality, unfairness and vagueness.

1. **Illegality.** An enforceable agreement can't be made for doing an illegal act. If I give you \$6,000 to kill someone or to fake an arson fire, I can't sue you for not killing or setting the fire.
2. **Unfairness.** To be enforceable an agreement has to be fair. If I agree to pay you thirty dollars for your \$300,000 home, I'm going to have a hard time moving in. The agreement itself would be legal and clear. However a smart lawyer would argue, I must have forced you to sign the agreement under duress, because of some unfair advantage (ie. Blackmail), because the deal is unfair.
3. **Vagueness.** An agreement must be clear. Imagine an agreement that said "The party of the first part will pay some money to party of the second part on November 15, 2010." On November 15, 2003 the second party will have a hard time collecting because a judge can't figure out how much money the second party was actually supposed to receive without oral statements from both sides.

As an agreement writer or a soon to be agreement writer, you need to make sure you avoid vagueness. A judge might still say that the agreement is unenforceable, if the terms of what the parties must do are just too vague. What you thought clearly expressed what the parties were supposed to do when you wrote it, might seem unclear and vague when reviewed later.

You need to make sure that the agreement lists in as clear terms as possible what everyone will be doing. Detail the specific services are going to be performed by all sides and what the deadlines are. Some other things to include are:

1. A payment schedule that's agreed on by both parties.
2. Explain what will happen if the promises are not met.
3. If there's an argument about the agreement, you can both agree to have the agreement reviewed by an arbitrator instead of a judge and jury. Neither of you are bound by the arbitrator's decision, but may decide that an expensive battle in court isn't worth the trouble.
4. If property is involved, then specifically state the description of the property. If you're selling your computer, list the make, model and serial number and the physical description of the computer. If it's a house, you can't just list it as 3476 S. Universal Lane. You must give the recorded lot number from the county court house. If you're selling your car then you need the Vehicle Identification Number (VIN).

The better you describe, the more solid your contracts will be.

The most practical reason for keeping everything as clear and addressing as many "what-if" scenarios as possible is that a problem might come up is that future events might reveal important considerations that weren't included in the agreement, leaving the both parties hanging in the wind.

Typically, you'll be excited about a new agreement or joint venture of some sort. You'll feel optimistic, so you might not want to even consider the possibility that something could go wrong and that the other side would sue you. Your agreements should always have ways to deal with obstacles, betrayals and even failures, no matter how improbable they might seem at the time. So make sure that your agreements include damages and what happens if the agreement is broken.

When there is an unclear part of an agreement the courts usually vote against the side that wrote the agreement. If a part of an agreement is worded unclearly and could be easily interpreted both against and for you, the courts will pick the interpretation that's against you rather than blaming the other party for your vagueness.

Negotiating Tips

While you're negotiating with the other side, it's extremely important to put things down in writing. Write things down from the beginning. Just some of the things you should write down are what you want, what you're proposing, their counter-offer, what you can do, what you can't, which points you'll give in on and which you won't. This helps get rid of confusion, make people know exactly what they are agreeing to, and stick to it.

Using Email to Negotiate.

I feel that e-mail is a great way to negotiate because you can make your offer clearly with little room for confusion. Besides being exact and quick, you and the recipient have records of the negotiations. As an added bonus, you get a lot more time to think than you do during a conversation, you get a chance to consider and reconsider any offers they make, any compromises you want to make, and what your position is. Then if you want to meet and shake each other's hands after your email negotiations you can do so.

You can also use email with those people who don't communicate well using email. Talk with them on the phone first and then send them an e-mail detailing what you believe you both just agreed to. Having this sort of an electronic paper trail helps to keep on track and helps you both remember what you agreed to and why you did. This way you can resolve things when they come up instead of being surprised later when the agreement is written.

People Aren't Around Forever.

You'll be negotiating with someone you've grown to know and trust, however a week, a month, or a year later that person might have left the company, not involved with the project any longer and gone to a different job in the company. Now he/she has been replaced by someone you don't know, and maybe you don't trust or like.

So a great way to help overcome someone's objection that they don't want to use a written agreement is to say during your negotiations, "Look I trust you, but you might not be working on this deal down the road, I just want to be certain that whoever takes your place will know exactly what we've agreed to."

Dealing with Deal-breakers

Make sure you know your limits and what you will not give in on. These are called "deal-breakers," both the other side will have them and they can be difficult to deal with.

You need to be clear that if the other side asks you to go beyond one of your limits or points you don't want to give in on, you tell them that "it's a deal-breaker," this way they know it's not negotiable.

The Long Shot

Most of us know when we're about to get into a deal that doesn't have a good chance of working out and it's a long shot that we'll be paid. If you feel that you're about to get into this kind of a risky venture, you're going to need an agreement with tight and explicit clauses detailing what will happen if there is a breach of the agreement and how the damages will be recovered.

OK great idea, but how do you get the other side to give you the best deal possible? Here's how. You've got a risky deal that you're about to get into, right away you explain to the other side that the deal is very risky and you're assuming the worst-case scenario that the deal won't come together. Imply that you are interested but you are worried about getting into this agreement. When you do this persistently and gently, it makes the other side over-sell themselves because his/her judgment and ego is on the line. They'll give you pretty much anything you want to prove their judgment is correct.

Get Your Contract Signed And Delivered In Minutes And For Free.

Today, signatures are mainly done with pen and paper. But with more and more people becoming involved with electronic commerce, a new signature is needed. This new signature will be done electronically.

Thanks to federal legislation that became law on October 1, 2000, electronic contracts and electronic signatures are legal & enforceable just like regular paper contracts that are signed in ink. The law, is called the Electronic Signatures in Global and International Commerce Act. This law gets rid of the uncertainty that previously surrounded e-contracts.

So now you can have negotiations with a prospective partner in Japan, email each other the contracts, digitally sign them and email them back in a few minutes. This is great for people in any industry that does business online.

What Are E-Contracts and Digital Signatures?

Digital signatures will allow transactions and agreements to occur faster than ever. They are more secure than penned signatures, because they are harder to forge because they are encrypted. You can immediately verify who you're dealing with and make sure that the document wasn't altered in transit.

Besides the signatures being encrypted, you can also encrypt the message itself so nobody except the people who are supposed to be reading the document can read it. Finally the words "For your eyes only" might actually mean something.

An E-contract is an agreement created and "signed" digitally. No Paper, No Ink and No postage are used. One of the more difficult issues had been whether agreements made completely online were considered to be "signed", so they would be legally binding.

An E-signature must have the certain features to make it a secure for accepting contracts:

- 1. A signature indicates who signed a document, contract, message or record.**
- 2. A signature's creation and verification processes should give great assurance of the signer's authenticity and document's authenticity, as inexpensively as possible.**
- 3. It should be hard for someone else to produce your signature without authorization.**
- 4. It should make the document or the signature itself impracticable to falsify or alter without detection.**

There are still concerns over what exactly can be used as an electronic signature. The law doesn't define exactly what an electronic signature should be or what technologies should be used to make an electronic signature. According to the law all forms of electronic signatures qualify as legal signatures.

So for right now you must decide which electronic signature methods you'll be using. You have several ways to add an E-sig to a digital document.

1. Typing the your name into a signature area at the bottom of the agree.
2. Pasting in a scanned version of the signer's signature
3. Clicking an "I Accept" button like you see during software installation
4. Using secure cryptographic "scrambling" technology

My favorite is the last one in that group. Using secure encrypted methods of electronic signatures in my opinion seem to be the best bet. All the other options offer you little if any security at all.

How Digital Signature Technology Works!

Here are basics of this technology.

First you need to get a software program that will create the digital signature for you. There are different options of software that you can use, some that are free, some that are expensive.

My favorite free programs are

GPG (Gnu Privacy Guard) <http://www.Gnupg.org>

PGP (Pretty Good Protection) <http://web.mit.edu/network/pgp.html>

Using these different programs you can digitally encrypt and sign email and files.

After installing the software, you'll be instructed to create two keys. One is a "private" key, which is installed and kept on your computer. You use the private key to encrypt (scramble) information and its used to sign your emails as proof that you wrote it.

The second key you make is your "public" key. The public key is available to anyone who wants to authenticate the emails you sign. Your public key "reads" the digital signature in the email created by your private key and verifies that you sent the email.

There are plug-ins built into these programs that let you use your current email programs (outlook, outlook express, eudora, netscape mail, mozilla mail etc) to encrypt emails.

The programs allow you to put digital signatures on documents and its very difficult to forge. Also, a digital signature assures that any changes made to the document after its been signed will be detected. The programs can also encrypt and sign individual documents.

Someone else who has the program on their computer can also encrypt and email a message to you using your Public Key. This way only you can decrypt the letter to read it. Anyone might be able to open the email but without your Private Key, all they'll see is a jumble of worthless data.

Stand Alone Paid Programs

There are also programs that will password protect a file and let you digitally sign it, but you won't be able to email from the programs by themselves. A very popular paid program that I like is Adobe Acrobat.

With this program you can create documents and then sign and lock the document. The signature you put on it will be unique to you. The advantage of Adobe Acrobat's PDF format, is that virtually every computer already has a copy of the free adobe acrobat reader. When you send someone an adobe file they will be able to read it. If not they can get it for free. Also the document you make will look exactly the same on their computer as it does on yours. But in order for them to be able to sign a document they must also own the full version of Adobe Acrobat.

You can order a copy at the Adobe website <http://www.adobe.com>

Although you may already have the ability to encrypt and digitally sign your documents. The technology is already built into word processors like Microsoft Office XP and Corel WordPerfect Office Suite 2002. Check your manuals to learn how to use it.

To read more about how digital signatures work. Check out this site.

<http://www.youdzone.com/signature.html>

Final Tips

Now companies are able to do business totally on the Internet. A company can save a lot of money, and hopefully they will pass the savings on to the buyers. We can dream can't we.

The most important outcome e-signature law is that it makes E-contracts and signatures legally binding just like paper contracts. This means that an disgruntled business partner can't challenge the validity of the contract just because it's not on paper or you signed it with an e-signature.

Before you go out and start making all your contracts digital. There are a few contracts that are exempt from this e-signature law, these are invalid and unenforceable:

- **Wills and trusts**
- **Court orders, notices, pleadings or motions**
- **Notices of cancellation or termination of utility services, health or life insurance benefits**
- **Notices of default, repossession, foreclosure or eviction**
- **Documents dealing with adoption, divorce and other family law matters**
- **Product recall notices that affect health or safety**
- **Documents required with the transportation of hazardous materials.**

These documents must be in traditional paper and ink format. Congress is currently reconsidering these exceptions.

If you want to check out what the laws are in your state concerning digital signatures. Go to This Page <http://www.perkinscoie.com/resource/ecommerce/digsig/digsig.htm>

All of this is great for building businesses and doing business on the net. However there is one thing that's missing... None of this matters if no one is using it!!! It's pretty difficult to get someone to sign a digital contract or read you encrypted message, if they have never heard about it.

More of us need to start using digital signatures and spread the word to others so that digital signatures will become a reality. Wouldn't you love to be able to close a deal with someone in another country as quickly as if the person was sitting right next to you? Imagine the possibilities.

**So get these technologies yourself and
start educating other people about using it themselves.**

Finding an Inexpensive or Free Lawyer Yes They Are Out There.

You've come to the decision that you need a lawyer, and you want one that won't break the bank. Well you're not alone, but regardless whether you want an expensive lawyer or an inexpensive lawyer you're going to have to do some shopping around.

Asking people you know is a great way to start compiling a list of potential lawyers. Ask relatives, friends, social workers, your doctor, local business people, and even local business organizations such as SCORE or your local Chamber of Commerce for recommendations.

Ask other questions than just how good the lawyer is, ask for specific information about what kind of legal help their lawyer provided and how was the case handled.

After you have exhausted your personal contacts you are going to want to try some of these resources:

There are options available for affordable legal help. Some of those options include federally funded legal services programs, pro-bono or reduced-fee attorney panels, legal hot-lines and the Internet.

Pro Bono or Reduced-Fee Attorney Programs

Many legal aid offices and bar associations sponsor pro-bono (Latin meaning "for the good") programs where private attorneys donating their legal expertise and time as a public service. Some of the attorneys also reduce their fees for low income clients.

The attorneys aren't employed by the programs. The panel just connects clients with attorneys that offer services to clients that need them. You might have to prove your income level and the value of your assets.

Website: <http://www.lsc.gov/fundprog.htm>

Federally Funded Free Legal Help for Older People

All states are required to fund a local Area Agency on Aging according to The Older Americans Act (OAA). One of the services included in that program offers free civil legal (no criminal) help to people age 60 and over. There are no income restrictions for the services.

Among some of the services the OAA offers are legal representation in court or administrative hearings, education for the community, and self-help manuals and media.

Self-Help Clinics

Local and county bar associations sometimes sponsor free help clinics, with lawyers that volunteer to answer your questions and help filling out and interpreting forms. They can be weekly or monthly events. You'll either be talking individually with an attorney or asking your question as part of a large group.

Website: <http://www.abanet.org/legalservices/delivery/delmodesthelp.html>

Courthouse Facilitators

More and more county courthouses are offering people to help you process your legal claims. Contacting your local bar association or courthouse will let you know if they have someone available to help you. At the very least a courthouse facilitator will figure out where you need to file your paperwork and talk you step by step to getting your paperwork to the right people in the court system.

Prepaid Legal Programs

Prepaid legal programs are kind of like medical insurance. A company pools together people's money and offer them quality legal services at a fraction of what a lawyer would usually charge. They usually offer great benefits and premiums in the plans, one of them is contract reviewing by a lawyer.

To learn more about these programs check out this article: <http://info.insure.com/legal/prepaidlegal.html>

Here are a few of the prepaid legal programs that are available.

<http://www.prepaidlegal.com>

<http://www.legalhelpnow.com>

<http://www.aplsi.org>

Reverse Auction Sites

Reverse auction sites are great for purchasing quality services at rock bottom prices. In a regular auction the highest bidder wins the auctioned item. With a reverse auction, the bidder who comes in with the lowest price wins the job that was posted. This way you get to have lawyers compete to get your case.

<http://www.respond.com>

<http://www.mylegalproblem.com>

<http://www.legalmatch.com>

Digital Lawyers

By using the Internet a lawyer is just a few key strokes away. With these online resources you can find lawyers references in your area, Ask your questions directly to a lawyer through a chat room or message board or even contact one on the phone at a reduced rate.

<http://www.elance.com>

<http://www.lawyers.com> – Click on the Ask A Lawyer Button. Make sure you also check out the archive of previously answered questions.

<http://www.askamasslawyer.com/question.html>

Legal Bulletin Boards

Here are just a few of the great message boards on the net that you will find many lawyers willing to answer your questions about a specific issue.

<http://boards.lp.findlaw.com>

<http://forum.freeadvice.com>

<http://www.lawguru.com/cgi/bbs>

General Lawyer Online Locaters

<http://lawyers.findlaw.com>

<http://www.abanet.org/legalservices/lris/directory.html> - American Bar Association Referral Lists

<http://law.freeadvice.com/resources/linkbar.htm>

<http://www.attorneypages.com>

Attorney Review and Referrals

Besides having the names of an attorneys its nice to have an idea of how good they are before you ever approach a potential lawyer.

<http://www.legalmatch.com>

<http://www.lawyerslistings.com>

Questions to Ask Before Hiring a Lawyer.

It has been said that your quality of life is determined by the quality of questions we ask ourselves. I also believe that the quality of your lawyer is determined by the questions you ask before hiring one.

Choosing the right lawyer to help you in your business can be difficult. This isn't some magical problem solver that will give you a knight in shining armor, but its worth doing to get the best possible lawyer.

First, ask yourself what it is you're trying to accomplish. What exactly do you need from the other side? How could this situation be resolved? Is mediation a possibility? Or has the business relationship just gone to crap and what you really need is some one to go and finally terminate the relationship on your behalf.

Is your case something so simple that any lawyer with basic understanding and good people skills can deal with, or do is this a really complex case that you will need a lawyer with sophisticated and specialized knowledge to help you get the results you want. By knowing what services you will need will help you a lot in your searching.

Maybe you don't even need a lawyer and instead you could use a Prepaid Legal Plan, these give you unlimited access to legal advice for pennies on the dollar. (See the How to find a free or inexpensive lawyer section.)

Be sure to interview several lawyers before you make your final decision. If the lawyer is offended that you're interviewing prospective lawyers, he or she probably isn't confident and maybe not even competent enough to serve your purpose.

Start analyzing the lawyer's office with your first call. Is the person answering treating you in a pleasant manner? Can you schedule your appointment with the lawyer with no or little problems? If your not able to easily set up appointments with they lawyer now, it might be just as hard to get the lawyer to meet with you when your case is already in progress.

When you get to the lawyer's office, see if there is are computers, especially on the lawyers desk. This usually means that the lawyer will be able do research and create documents needed in less time and for less of your money.

Besides using the questions on the following page, make sure that you trust your judgment and your gut instincts. Ask yourself, do I like this person? Is the lawyer taking time to listen to my situation and what I want to be accomplished? Is the lawyer taking the time to explain things to me in a way that I can understand?

Unless you're in a rush, take the time to interview several lawyers. Make your decision when you are ready. Talk over your choices with friends or family, especially before you pay for a retainer.

On the next page is a list of questions to help you in choosing a good lawyer for your situation.

Questions to Ask Before Hiring A Lawyer

Here are some questions to ask any lawyer you're thinking about using in a case:

Establishing Credibility

1. What kind of experience do you have in the field of _____? How have you handled matters like mine before? Without breaching your client confidentiality agreement, would you please tell me about them. How many cases like this have you handled this past year?
2. What possible outcomes are there for this kind of case?
3. What alternatives do I have to resolving this matter? Do you recommend arbitration? What arbitrators would you recommend? If I decide to represent myself at an arbitration, must I pay you to be there the whole time, or can I just use you as a coach when I need it?
4. About how long does a case like this take to be resolved?
5. How do you predict a judge/arbitrator would rule on this case based on what you know about it? Is there anything that would make the ruling be more in my favor? If the other party was sitting in this chair asking you the same questions, what would you tell them?

Getting To Know the Players

1. What kind of resources can you make available to help me get through this situation with as little pain as possible?
2. Is anyone else in your office going to be working on my case? Can I meet them?
3. How will you keep me informed of progress?

Protecting Yourself

1. Do you have malpractice insurance? How much? Have you ever made a claim on your malpractice insurance? (If the lawyer doesn't have this, it means that if the lawyer does a terrible job for you and you win a judgment against them, you might not be able to collect any money.)
2. Have any current or past clients filed complaints with the bar association against you? If so, please tell me about them.
3. Do you track how satisfied your clients are? What's your satisfaction rate? How do you track this? (Note: If you find a lawyer that does this congratulations you found a rare one. Most lawyers only know in the vaguest terms about how satisfied clients are with their work.)

Pricing

1. How will you be charging me? What's your hourly rate?
2. Do you charge a retainer fee up front, or can I pay you as your services are rendered?
3. Do you charge for the time I spend with other lawyers, paralegals, and/or secretaries? If so, what's the rate for that?
4. In addition to the fees for your services, what other services or expenses do you expect will be needed (ex. private investigators, forensic specialists etc.), and how do you charge me for them?
5. Do you charge for copies, faxes, and long-distance phone calls? How much? (There are lawyers that use these an opportunity for profit.)
6. What's your best estimate of the total cost to me for this case?

Saving Money

1. How can I keep the cost of this case down? Are there any things I can do myself in order to cut down on the amount you'll charge me?
2. Can junior attorneys or paralegals in your office do some of the administrative work at a lower rate?
3. Are you able to unbundle your legal services so that I can use only what is needed?
4. If I decide at some point to take control and directly negotiate the other side or their attorney to save money, will you let me use you as a coach? Or do you insist all communications go through you?

Entrepreneur's Guide to Arbitration

If you are anything like me, you rather do business than argue about it. However, in the business world arguments, misunderstandings and disputes are going to happen, there's just no avoiding it..

Both sides can end up disagreeing about many different things and it doesn't matter no matter how carefully a contract is written. These disagreements are usually not even big legal problems. They are smaller issues that both sides would rather deal with and settle privately in an informal business like format that will encourage them to continue the business relationship.

This is where arbitration will come. Arbitration is where the dispute is referred to one or more impartial people (known as arbitrators) for final and sometimes binding determination. These arbitrations are designed for quick, private, informal, practical, and economical settlements.

Lets take a basic look at the arbitration process.

Part 1 - Agree to Arbitrate

This is the biggest step in beginning arbitration, you must agree to arbitrate. You can put a clause in your agreements that both parties will use arbitration or, if you didn't put that clause in the agreement you can still submit a dispute for arbitration. The American Arbitration Association (AAA) will try to get all parties to agree use arbitration without charge.

You can insert this clause into your agreements - Standard Arbitration Clauses

To use an arbitrator to settle disputes arising from interpretations of this agreement. All disputes will be submitted under the rules of the American Arbitration Association. The findings of the arbitrator will be binding on all parties. Arbitration and interpretation of this agreement is governed by the laws of the state of _____ will take place there also.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration to be held in the city of _____, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

If you didn't have the clause in the agreement and want to use arbitration to settle an existing dispute use the following:

We, the undersigned parties, hereby agree to submit to arbitration to be held in the city of _____ and administered by the American Arbitration Association under its Commercial Arbitration Rules the following controversy: (cite briefly).

We further agree that the above controversy be submitted to (one)(three) arbitrator(s). We further agree that we will faithfully observe this agreement and the rules, that we will abide by and perform any award rendered by the arbitrator(s), and that a judgment of the court having jurisdiction may be entered on the award.

The only things that left to start the arbitration process is to file the claim and the filing fee to the AAA and serving the other party.

The AAA will assign a case administrator and who will administrate and assist both sides in procedures until the award is rendered. The purpose of a case administrator is to make sure that both parties don't communicate with each other or the arbitrators. This avoids having the parties make comments that the other party can't rebut.

Part 2 - Choosing the Arbitrator

The AAA has over 50,000 arbitrators representing all specialized fields and unless the parties have decided on a different way to choose an arbitrator, the AAA has a system to select the arbitrator.

1. The case administrator gives each party a copy of a list with proposed arbitrators. The type of case determines which arbitrators the case administrator will propose.
2. Both sides have 10 days to go over the list and get rid of the arbitrators that they don't want to use and number the rest according to preference. The the AAA does its best to keep the arbitrators biographical information current, but you should also research the potential arbitrators on your own.
3. When the case administrator gets back the lists, he/she compares the choices made and notes the mutual choices. If the parties can't find a mutual choice, the AAA can appoint an arbitrator but they won't appoint an administrator that was crossed out on either party's list.

When a panel of two or more Arbitrators is needed, each party chooses one arbitrator and then both sides select a third arbitrator from the AAA's list.

Step 3 - Preparing for the Hearing

The case administrator determines a day and time that's convenient for the parties and the arbitrators for the hearing. If a date can't be decided on, the arbitrator will choose the dates.

Always remember that the arbitrator makes awards based on the facts and exhibits that are presented at the hearing, so it's important that you or your representatives prepare your arbitration presentation carefully.

1. Put together the documents and papers you'll need for the hearing. Make copies for the arbitrator and the other party. If the other party has documents that are essential to the case, request that they bring those documents to the arbitration. The arbitrator might even be able to subpoena documents and witnesses depending on the state arbitration laws.
2. Make plans in advance if you need the arbitrator to investigate a location essential to the case. Unless otherwise specified the arbitrator must be accompanied by representatives from both parties.
3. Interview all of your witnesses. Be sure each one knows the entire case and especially how important their testimony is for the case. If other witnesses might have to be called upon, make sure that they will be available at a moments notice.
4. Use checklists to keep your case in order and make sure that you present everything. Use a witness checklist that details what each one will prove. Use a document and exhibit checklist of detailing all that you will be presenting will be help give an orderly presentation.
5. You need to be ready to answer the other side's evidence, so be sure to look at the case from their point of view.

You don't have to present the case by yourself at the arbitration. The American Arbitration Association rules give you the right to representation by counsel or another authorized person. If you want representation you have to send a notice to the other side and give the case administrator a copy.

Part 4 - Presenting the Case

Arbitrations are similar to court trials but less formal. There aren't strict rules of evidence that must be followed. All the evidence must be heard but the arbitrators will determine what is relevant to the case. But not all the evidence will necessarily have the same importance in the case.

Each side must do their best to convince the arbitrator that they are right. The hearing won't be closed until both sides have fully presented their case. So direct witness testimony usually is more persuasive than hearsay. Documented facts and exhibits are better than just arguments.

But most importantly you must be willing to cooperate for an effective arbitration. Exaggerating, concealing facts, using legal tactics just to delay the arbitration, or just a disregard of common courtesy and decorum will not help your case and might even hurt it.

To present a structured and orderly case, both sides need to have:

1. A a clear opening statement briefly describing the situation and indicate what will be proved. An good opening statement helps the arbitrator how relevant the evidence presented is to the arbitration.
2. A systematic introduction of witnesses that will be testifying. You will be able to cross examine a witnesses, but you should establish your case based on your own witnesses.
3. A discussion of what kind of remedy you are looking for. Each side should show that the relief they're looking for is something that they arbitrator(s) has the authority to grant.
4. A closing statement summarizing your evidence, witness testimonies and refutes the arguments made by the other side.

The arbitrator will close the case after both sides have presented all of their evidence. The arbitrator will have 30 days from the close of the case to reach a decision and render an award. If there are requests from the parties to speed up the decision, the arbitrator will then have 14 days to render an award.

The award is the decision the arbitrator makes about arbitration and resolves the argument finally and conclusively. The arbitrator just gives the decision and not an explanation, unless asked, because usually

the parties have come to the arbitrator for a decision, not an explanation.

AAA's services are usually completed when the award is given. Compliance with the decision of the award is voluntary. So the judgment can be entered into a court that has proper jurisdiction if needed.

Getting More Information.

In a society where people have a better chance of being sued than getting sick, it's smart to realize that it's a good idea to develop a plan for the effective methods to resolve conflicts when they happen.

But if the thought of going through a lengthy and expensive court process doesn't seem like something you would want to use to resolve your disputes, then look into using arbitration as a low cost and quality option.

For more info visit the AAA's web site at <http://www.adr.org>

Collection of Letter Agreements

Here are the letter agreements that you've been waiting for. These are all between 1 or 2 pages in length and not full of legalese.

Agreement For Licensing An Old Product To Create A New One.

If you find someone with a product that you can change into a different format or create a derivative from it, use this agreement to license their product and/or name so that you can create a new product, use their credibility and share the profits with them.

April 29, 2003

Dear _____ ,

This is a great opportunity AAA and BBB are entering into. By being able to edit reprint and republish your original copyrighted manuals/newsletter articles, I am going to create a new product from them to sell and create a second stream of income for the both of us.

This agreement between AAA CORP (hereafter referred to as "Client"), and BBB CORP., (hereafter referred to as "Consultant") puts our deal in writing so both of us and anyone else will understand what we have agreed to:

Client Agrees:

1. To grant Consultant an exclusive license to reprint, edit and/or republish, all (articles, manuals, published works) and use of client's name & publication titles in marketing the reprints/republications.
2. The license gives consultant power to sublicense 3rd parties to make & sell publications according to the rules below.
 - (a) No sublicensee can sublicense the publication of the articles under any circumstances whatsoever.
 - (b) Sublicensing by Consultant doesn't require consent by or consultation with Client.
 - (c) Upon creating a sublicense, consultant will promptly send Client a copy of the sublicense agreement.
 - (d) Royalty paid to Client through Consultant from the sublicensees is the same royalty in Paragraph 5 below.
3. To give consultant copies of previous issues from _____ to present; and copies of current issues when published.

Consultant Agrees:

1. To reprint, or edit and republish selected articles from the magazines or trade journals.
2. To create advertising copy promoting the sale of the reprints and/or republications, to be submitted to client for final editorial approval prior to use or publication by Consultant.
3. To provide Client with copies of the reprints, or edited and republished articles when requested.
4. To market the reprints and/or republications, when Client approves the reprints and marketing materials. Consultant will pay all expenses of product development, production, marketing, and order fulfillment.
5. To pay Client a licensing fee of fifty percent (50%) of the gross profits (gross profits equal to gross revenue less publisher and Consultants out of pocket costs) from selling the reprints.
6. To pay Client 75 days after each mailing and/or publication marketing effort in any marketing medium.
7. To defend & hold harmless Client, its directors, employees, successors and assigns against claims, lawsuits, loss, damage, from Consultant reprinting and/or republishing the articles and using client's trademarks and/or trade names.
8. To share the names of reprint/republication buyers with Client. Both Consultant and Client can rent the list and make offers to the list without obligation or payment to one another.

Both Consultant and Client Agree:

1. To act in good faith and carry out their responsibilities to the best of their abilities and effort.
2. The prevailing party is entitled to attorney fees and costs incurred in enforcing the terms & conditions of this Agreement.
3. They are not entering any kind of partnership.
4. This letter agreement may be revised and updated from time to time by agreement in writing from both parties.
5. Client can access Consultant's financial records dealing with this agreement as necessary and convenient to verify the accuracy of fee payments. Consultant will immediately pay client any under paid licensing fees.
6. After the first published advertisement or mailing any part of the marketing package either party may terminate this Agreement by giving thirty (30) calendar days written notice to the other party.
7. Either party may terminate agreement twelve (12) months from the date of this agreement, by giving sixty (60) days advance written notice to the other party. When agreement is terminated Consultant keeps the marketing materials. If Client terminates agreement, Consultant may liquidate remaining inventory within twelve (12) months after termination and keep all the liquidation profits
8. No part of this agreement can be assigned, sublicensed, or otherwise transferred by Consultant while this agreement is valid. Any attempt to do so is considered a breach of this Agreement.
9. If there's a breach of this agreement the offending party must pay \$25,000 as liquidated damages to the other party within ten (10) days following demand for payment.
10. Consultant owns the copyright of the advertising & marketing materials developed & can use the materials again.
11. Neither party can nor does warrant any particular level of success with respect to the subject matter in this agreement or that any increase in gross revenues will result from Consultant's marketing efforts.
12. This Agreement is binding upon and for the benefit of both parties. The people signing this agreement are authorized to do so on behalf of and in the name of their business, partnership or corporation.

Consultant and Client agree and commit to the above conditions and have signed both copies of this letter to execute this agreement. Client will then forward the necessary information and material.

Client

Consultant

Name

Date

Name

Date

Barter Letter Agreement

Here is a barter agreement where you exchange a product or service for an item which can be sold at a future time. Use your imagination, and you'll find that this kind of agreement can be used in many different kinds of businesses.

April 29, 2003

Dear _____,

Thank you for allowing me to purchase _____ for use in my business and for agreeing to accept (bartered item/service) as payment for this purchase.

This agreement, effective _____, 20____ between AAA CORP (hereinafter "Supplier"), and BBB CORP., (hereinafter "Buyer") is designed to put our deal into writing so both of us and anyone else in the future will understand that we both agree to the following:

Supplier Agrees to:

1. Barter with buyer the goods and/or services listed below known as "Supplier Items" or set up credit for the items listed below.

- A. _____
- B. _____
- C. _____
- D. _____

2. Accept _____ as payment from Buyer.

3. Give Buyer the right to draw on the credit (if credit is setup) as a regular purchaser of supplier's products and set no time limit on the credits given.

4. Deliver the items or credits for the items listed above to buyer by _____, 2003

Buyer Agrees to:

1. Barter with supplier the goods and/or services listed below known as "Buyer Items" or setup credit for the items listed below, in exchange for "Supplier Items" listed above.

- A. _____
- B. _____
- C. _____
- D. _____

2. Give Supplier the right to draw on the credit (if credit is setup) as a regular purchaser of Buyer's products and set no time limit on the credits given.

3. Deliver the items or credits for the items listed above to Supplier by _____, 2003

Both Buyer and Supplier Agree:

1. The credits exchanged in this Agreement can be assigned in whole or in part.

AAA

BBB

Barter Letter Agreement for Personal Services

In this barter agreement, you'll get a product now in exchange for future services. You're able to resell product right away and the services are to be provided on demand. The return on investment, depends on what you sell the product for and how fast you sell it, so the return can be incredible.

April 29, 2003

Dear _____,

You're taking an important step in your business. Having an outside professional help you to improve your marketing strategies and methods to maximize the profits generated from your business assets can increase your profits and sales.

This agreement, effective _____, 20____ between AAA CORP (hereinafter "Client"), and BBB CORP., (hereinafter "Consultant") is designed to put our deal into writing so that both us and anyone else in the future will understand that we both agree to the following:

Consultant Agrees to:

1. Consult with Client about marketing strategies and methods to maximize profits generated from Client's business assets (hereinafter known as "Consulting Services") according to the terms stated below.
2. Provide _____ () hours of Consulting Services during the sixty (60) full calendar months following the date of this Agreement. The _____ hours of service don't have to be used all at once, Client will choose.
3. Record telephone consultations and give Client a transcript and audio copy, at Consultant's expense. Consultant will copyright the transcripts and audios in Consultant's name. Provided the name of Client, it's employees and proprietary products are deleted, Consultant can use the transcripts and audios for any purpose.
4. Use it's best efforts in the performance of consulting services.
5. Keep all information deemed confidential by client in strict confidence and returned to Client upon Client's request.
6. Begin consulting services no less than two full calendar weeks after the date of receiving Client's list of services.

Client Agrees:

1. To hire Consultant as an independent contractor for providing Consulting Services, including developing new marketing strategies to promote Client's product(s)/service(s) (hereinafter known as "Product").
2. To grant, sell, assign and transfer to Consultant, unconditionally and irrevocably, the items listed on the Bill of Sale attached to this Agreement, in exchange for AAA's stated hours of Consulting Services.
3. To give Consultant (with advance notice) a written list of the requested Consulting Services.
4. To give Consultant all materials determined to be necessary by Consultant to provide Consulting Services. Client must designate which information is confidential when delivered to Consultant.
5. That the marketing ideas, strategies and concepts stated and documented in the transcript(s) are Consultant's intellectual proprietary concepts. Client can't sell, license or promote in any form these ideas, concepts and strategies for the promotion and marketing of the Products.
6. Consultant can use any portion of the transcript(s) and/or audio tapes for any purpose.
7. Consultant has the option to provide Consulting Services from his business office or at Client's facility. All reasonable travel expenses will be paid in advance by Client.
8. To fully cooperate to permit Consultant to perform his services in the most effective manner.
9. To pay \$25,000 in damages to Consultant, in the event that any of the marketing information is used by client contrary to the terms of the certification. Client will pay damages within ten (10) days and return all materials provided by Consultant.

Both Consultant and Client agree:

1. To act in good faith and carry out their responsibilities to the best of their abilities.
2. Consultant is providing counsel and advice and, notwithstanding prior success with other consulting clients in other businesses, consultant doesn't warrant or guarantee any level of success will be achieved using it's advice and concepts.
3. To use an arbitrator to settle any disputes from interpreting this agreement. All disputes will be submitted under the rules of the American Arbitration Association. The findings of the arbitrator will be binding on all parties. Arbitration and interpretation of this agreement is governed by the laws of the state of _____ will take place there also.
4. They are not entering any kind of partnership.
5. This letter of agreement may be revised and updated from time to time by agreement in writing from both parties.
6. No part of this agreement can be assigned, sublicensed, or otherwise transferred by while this agreement is valid. Any attempt to do so is considered a breach of this Agreement.
7. They have the power and authority to enter into this Agreement and to fully perform their respective obligations hereunder, and this Agreement has been duly executed by it and constitutes a valid and enforceable obligation of it
8. They both commit to the above conditions and have signed both copies of this letter to execute this agreement. Client will then forward the marketing material.

Client

Consultant

Name

Date

Name

Date

Title

Title

Contingency Marketing Letter Agreement

Offering your work on a contingency basis, is a great opportunity for both the business owner and the consultant. The Business owner only pays for the results that the marketing consultant generates and the consultant gets to share in the profits that his/her knowledge, skills and techniques are able to generate.

I think that the contingency concept can work for so many other fields. So use your imagination and modify this agreement to suit your situation.

April 29, 2003

Dear _____,

Thank you for the opportunity to develop the marketing strategies and services for AAA Corp. I'm looking forward to creating great marketing materials for you and your business to sell, _____ (further known as products).

This agreement, between AAA CORP (hereinafter "Client"), and BBB CORP., (hereinafter "Consultant") is designed to put our deal into writing so that both us and anyone else in the future will understand that we both agree to the following:

Consultant:

1. Has the marketing experience that compliments the ideas & concepts Client has created.
2. Agrees to create the necessary documentation and operational plan which may include personal appearances, sales, multimedia advertising and/or the direct mailing of promotional materials to bring the products to client's target market(s).
3. Will recommend marketing strategies for achieving the best results in marketing these products/services.
4. Agrees to protect the integrity of Client's products and services.
5. Will secure quotations for the cost of graphics, design, typesetting, printing, mailing, scripting, advertisement space in selected media, list rental fees, and other out-of-pocket costs necessary to implement the strategy developed for Client and, subject to the dollar limitation below.

Client agrees to:

1. Use Consultant as it's exclusive marketing agent and consultant, to create Client's marketing strategies.
2. Only modify Consultant's materials based on a mistake of fact or legal violation, and inform Consultant immediately
3. Provide a person consultant can communicate with during normal business hours, for the purpose of coordinating marketing activities & direction for implementation of Consultant's marketing strategies.
4. Promptly pay all third party suppliers of the services needed to implement the strategies
5. Expend no less than ten percent (10%) of pre-tax profits to pay for future marketing activities.
6. Calculate & prepare, on or before the 15th day of the calendar month, a statement of Client's gross revenues, marketing expenses, fulfillment costs, and profit for the month.
7. Pay Consultant _____% of all profits from the sale of clients products as long as this agreement is in force. All payments are to be accompanied with the statements provided by client.
8. Provide consultant with Client's existing customer list. The cost of computerizing the list and all hard costs of mailing to the list shall be considered "marketing expenses" as that term is further defined below.
9. To approve in writing, implement and comply strictly with consultants marketing package & instructions within _____ months and spend up to \$_____ during the first _____ months of this agreement in the implementation of the initial tests of the marketing strategy and programs designed by Consultant.
10. Pay consultant a one time, nonrefundable advance against consultant's profit percentage fee in the amount of _____ Dollars (\$_____). No additional cash payment for fees shall be due to BBB, and this advance shall be credited against future fees due to BBB, until the \$_____ advance is fully recouped by Client.

Both consultant and client agree:

1. To act in good faith and carry out their responsibilities to the best of their abilities.
2. To use an arbitrator to settle disputes arising from interpretations of this agreement. All disputes will be submitted under the rules of the American Arbitration Association. The findings of the arbitrator will be binding on all parties. Arbitration and interpretation of this agreement is governed by the laws of the state of _____ will take place there also.
3. They are not entering any kind of partnership.
4. This letter of agreement may be revised and updated from time to time by agreement in writing from both parties.
5. Consultant has access to client's financial records as necessary and convenient to verify the accuracy of fee payments. If licensing fees have been underpaid. Client will immediately pay Consultant the amount of the underpayment.
6. After the first publicized advertisement or mailing any part of the marketing package, either party may terminate this Agreement by giving thirty (30) calendar days written notice to the other party.
7. In the event that any of the marketing package are used by Client contrary to the terms of the certification, client shall be required to pay \$25,000 as liquidated damages to Consultant within ten (10) days following demand therefor.
8. Seven calendar days after termination licensee will return to licensor all the marketing material contained in the marketing package. And certify in writing that the materials have been returned
9. Consultant own the rights to the materials developed & has the rights to use the materials again.
10. Any attempt to assign, sublicense, or otherwise transfer this agreement by Client is a breach of this Agreement.
11. Both parties recognize that Consultant can't and doesn't warrant any particular level of success or that any increase in gross revenues will result from Client's use of the marketing package.
12. And commit to the above conditions and have signed this letter to execute this agreement.

Client

Consultant

Name

Date

Name

Date

Copy Writer Agreement

Do you need a great sales letter, classified ad, newspaper ad, newsletter or yellow page ad written? Unless you are going to be doing it by yourself, you are going to need a copywriter who can write for you some great advertisements. The following is an example of an agreement for employing a "hot" copywriter to prepare an advertisement for your product.

04/29/03

Dear _____ ,

You have made a great choice to create a sales letter for promoting and selling AAA Inc.'s products and services. I am also glad that you have chosen and given BBB Inc. the opportunity to create the copy for your sales letter. I look forward to creating a spectacular sales letter to open up new markets and create many new sales for your company.

This agreement, effective _____, 20____ between AAA CORP (hereinafter "Client"), and BBB CORP., (hereinafter "Consultant") is designed to put our deal into writing so that both us and anyone else in the future will understand that we both agree to the following:

Consultant:

1. Will create an original, sales letter and lead generating device promoting the sale of _____ (hereinafter "product"). To be delivered no later than _____
2. Will recommend marketing strategies for achieving the best results in marketing these products/services.
3. Agrees to protect the integrity of client's products and services.
4. Has the right to audit the sales of client to verify sales

Client:

1. Has the right to promote and market products and services created/owned by Client
2. Has the right to approve and publish or refuse and return the sales letter in writing. If sales letter is published one time, client not obligated to publish the advertisement at any other time
3. Only modify materials created by Consultant based on a mistake of fact or a potential violation of applicable law, and inform Consultant immediately.
4. Agrees to pay Consultant the sum of ONE THOUSAND DOLLARS (US) (\$1,000US) and shall reimburse Consultant for out-of-pocket expenses incurred in having the advertisement made camera-ready, whether or not client decides to publish the sales letter, payable 7 days after delivery and acceptance of the sales letter.
5. Owns the copyright to all advertising created by Consultant for Client pursuant to this Agreement, and Consultant shall have no claim to them.

Both Consultant and Client Agree:

1. To act in good faith and carry out their responsibilities to the best of their abilities.
2. To use an arbitrator to settle any dispute that arises from interpretations of the terms of this agreement. All disputes will be submitted to arbitration under the rules of the American Arbitration Association and the findings of the arbitrator will be binding on all parties. All arbitration will take place in the state of Illinois and interpretation of this agreement shall be governed by the laws of the state of Illinois.
3. That they are not entering any kind of partnership.
4. This letter of agreement may be revised from time to time by written agreement both parties.
5. Either party can terminate this agreement at any time.

Client

Consultant

AAA

Date

BBB

Date

Title

Title

Intellectual Property Rights Agreement

You have this great idea that is very profitable, money saving, time saving or just valuable in some way. Unless its totally TOP SECRET information that can't be shared with anyone out side of your company, it makes sense to make even more money from your ideas.

Sell/Rent your intellectual property to another business that can use it. You can sell it to another industry, if its applicable to a different industry and you can also sell it to another business in your industry. Wouldn't it be fun to be making money from your competitors?

This agreement can help to make sure you get paid appropriately for your knowledge. Always keep control while getting paid, so you can take a percentage over and over and over again from multiple buyers.

April 29, 2003

Dear _____,

Your company _____ has devoted a lot of time and resources in developing _____, and the successful and proven marketing system with supporting advertising copy and other promotional materials (to be known as the "marketing package"). I believe that marketing package also has useful applications in the _____ industry. Thank you for the opportunity to license your Marketing Package.

This agreement between AAA CORP (hereinafter "Licensor"), and BBB CORP., (hereinafter "Licensee") is designed to put our deal into writing so that both us and anyone else in the future will understand that we both agree to the following:

Licensor:

1. Agrees to give Licensee a non-exclusive license to use the marketing package for the promotion of Licensee's products/services as long as this agreement is in force. Licensor will deliver the marketing package to Licensee within _____ days following the signing of this agreement.
2. Understands, Licensee can continue implementation of existing marketing programs, promotions and/or strategies provided Licensee creates and uses a separate revenue account to collect revenues generated by the marketing package.
3. Guarantees that the materials contained in the marketing package is the sole property of Licensor.

Licensee:

1. Understands and agrees, licensor owns the exclusive intellectual property rights and copyrights to the marketing package and all materials included. Licensee will use marketing package to promote its products or services in strict accordance with the terms of this Agreement.
2. Agrees to implement the marketing package within _____ calendar days after receiving it. Licensee won't change any part of the marketing material, except for changes related to Licensee's product/service, or potential law violations.
3. Will pay all costs of implementing marketing package in promoting Licensee's products or services.
4. If Licensee continues using existing marketing programs or new programs in addition to the marketing package, a separate account will be established for the revenues received from sales using marketing package, the amount of the license fee due to Licensor shall be _____ percent (____ %) of the gross revenues received by Licensee in the separate account.
5. The license fee from all revenues received from the implementation of the marketing package, is due to Licensor twenty (20) days following the end of the calendar month for which they are due.
6. Agrees to return to licensor all materials in the marketing package and all its derivatives, within 30 calendar days, if and when this agreement is terminated.
7. Will defend and protect Licensor, its employees, successors etc, against all lawsuits, damages, demands, judgments, and/or awards against Licensor, resulting from or arising out of Licensee's use of the marketing package; except for any copyright infringement from using the advertising copy or other printed material included in the marketing package.

Both Licensee and Licensor agree:

1. To act in good faith and carry out their responsibilities to the best of their abilities.
2. To use an arbitrator to settle disputes arising from interpretations of this agreement. All disputes will be submitted under the rules of the American Arbitration Association. The findings of the arbitrator will be binding on all parties. Arbitration and interpretation of this agreement is governed by the laws of the state of _____ will take place there also.
3. They are not entering any kind of partnership.
4. This letter of agreement may be revised and updated from time to time by agreement in writing from both parties.
5. Licensor has access to Licensee's financial records as necessary and convenient to verify the accuracy of fee payments. If licensing fees have been underpaid. Licensee will immediately pay licensor the amount of the underpayment.
6. After the first publicized advertisement or mailing any part of the marketing package, either party may terminate this Agreement by giving thirty (30) calendar days written notice to the other party.
7. In the event that any of the marketing package are used by Licensee contrary to the terms of the certification, Licensee shall be required to pay \$25,000 as liquidated damages to Licensor within ten (10) days following demand therefor.
8. Seven calendar days after termination licensee will return to licensor all the marketing material contained in the marketing package. And certify in writing that the materials have been returned.
9. No part of this agreement can be assigned, sublicensed, or otherwise transferred by Licensee. Any attempt to do so is considered a breach of this Agreement.
10. Licensor can't and doesn't warrant any particular level of success or any increase in gross revenues will result from Licensee's use of the marketing package.

The Licensor and the License both agree and commit to the above conditions and have signed both copies of this letter to execute this agreement. The licensor will then forward the marketing material

Licensor

Licensee

AAA

Date

BBB

Date

List Use Letter Agreement

Having a large mailing list full of good qualified prospects that would be interested in your products and services is a beautiful thing to have. Unfortunately most of us don't have such a huge list... yet!

However you can rent other people's mailing lists and sell to their clients and customers, so that you can build your own list.

This agreement is for a perpetual license that you pay a flat fee to purchase the right to use the list.

April 29, 2003

Dear _____,

AAA Inc. must be a very successful business, to own a mailing list of ____ AAA Inc. clients (further known as the list) who are so happy with your products and services that they want to keep in contact with you. This is an almost priceless asset, because you're able to provide your clients with other products and services that will benefit them, strengthen your bond to them and allow you to profit as well.

That being the case, BBB has a product/service that I feel would be of interest and benefit to your clients. I thank you for granting me the opportunity to acquire the continued use of your mailing list.

This agreement, effective _____, 20____ between AAA CORP (hereinafter "Client"), and BBB CORP., (hereinafter "Consultant") is designed to put our deal into writing so that both us and anyone else in the future will understand that we both agree to the following:

AAA agrees to

1. Grant BBB a perpetual and (subject to the restrictions below) irrevocable license to BBB to use the List. BBB can use but not rent or sell the List.
2. Provide BBB a copy of the List within 10 days from the date of executing this agreement.

BBB agrees to

1. Use of the List only for promotion of products or services owned or sold by AAA or the promotion of products or services owned or contracted by BBB to provide marketing services which don't compete with any product owned or sold by AAA
2. Pay AAA a one time fee of \$_____ for the license granted by AAA above.
3. Receive at least 30% of the gross profit from BBB's marketing efforts. This requirement is to make sure that BBB doesn't rent the List.
4. Comply with the limitations upon the use and the transfer of the List provided in this Agreement.

Client and Consultant both agree and commit to the above conditions and have signed both copies of this letter to execute this agreement.

Client

Consultant

AAA

Date

BBB

Date

List Usage With Contingency Fee Agreement

This agreement can be used with a business that has their list organized and know the value of it and it can also be used with those businesses that don't realize the gold mine that they are sitting on.

You can prove to them the value of their list on a "no risk" basis and as an added bonus you might get a client for life.

April 29, 2003

Dear _____ ,

AAA Inc. must be a very successful business, especially because it owns a mailing list of _____ clients who are so happy with your products and services that they want to keep in contact with you. This is an almost priceless asset, because you are able to provide your clients with other products and services that will benefit them, strengthen your bond to them and allow you to profit as well.

I thank you for the opportunity to show you how this incredible, indispensable and important asset can be turned into a powerful ongoing stream of income. And for granting me a license to continue using the list, under the terms stated below.

This agreement, effective _____, 20____ between AAA CORP (hereinafter "Client"), and BBB CORP., (hereinafter "Consultant") is designed to put our deal into writing so that both us and anyone else in the future will understand that we both agree to the following:

Client agrees to:

1. Acknowledge the fact that Client is the sole owner of the names and addresses of not less than _____ (____) customers, known to the parties as hereafter as the "List".
2. Grant Consultant a license to use the List for the purpose of creating additional streams of income and revenue for Client, and continuing use thereafter, under the terms stated below.
3. Give Consultant a copy of the List within 10 days of executing this agreement. Consultant agrees to review and create a consolidated mailing list of Client's customers, if Client doesn't have a complete single list. If Client has a complete List then the license is for a one-time trial use. If Consultant creates the consolidated list, then Consultant is allowed to mail two different packages to the List. Consultant can't rent or sell the List.

Consultant agrees to:

1. Show Client how to create additional streams of income and revenue for Client's business by marketing additional products and services to the List.
2. Mail a marketing package to the List on behalf of Client. The marketing package will offer for sale one or more of the products or services listed on "Item list A", attached to this agreement, on Client's behalf.
3. Pay all costs to produce and mail the promotional package to the List. Consultant will receive, process and account for all orders received from the mailing. Consultant will deliver the orders and money to pay for Client's out of pocket costs to provide and ship the product or service sold from the mailings, along with _____% of the revenue remaining. Consultant will keep the amount of money needed to recover Consultant's actual out of pocket costs to produce and mail the promotional package. If the revenues aren't enough to cover all of Consultant's costs then Consultant will suffer the loss and Client isn't required to pay any of the expenses.

Both Client and Consultant agree:

1. If each receives the amount of money needed to recover their costs specified in paragraph 3.above, Client shall receive percent (____%) of the remaining revenues as a license fee for having permitted the use of the List, and Consultant shall retain _____ percent (____%) of the net revenues.
2. After the license permit is completed, Client can terminate this Agreement with no further obligation to Consultant. If Client is convinced BBB's contingency marketing methods can increase Client's sales and revenue, then Client and Consultant may create a new longer term contingency marketing services agreement.

Client and Consultant both agree and commit to the above conditions and signed both copies of this letter to execute this agreement.

Client

Consultant

AAA

Date

BBB

Date

List Rental Agreement

Maybe you just want to mail to a list one time. This agreement will allow you to use a mailing list one time for a fixed fee.

You will be able to keep any of the names of the people who respond to your offer for future unrestricted use.

April 29, 2003

Dear _____ ,

I thank you for granting me a license and the opportunity to rent AAA Inc. customer list to mail and offer them BBB's

This agreement, effective _____, 20____ between AAA Inc. (hereinafter "Licensor"), and BBB CORP., (hereinafter "Licensee") is designed to put our deal into writing so that both us and anyone else in the future will understand that we both agree to the following:

Licensor agrees to:

1. Rent Licensor's mailing list to Licensee for the sum of _____ Dollars (\$ _____).
2. Allow Licensee to keep the names and addresses of individuals who respond to Licensee's materials and/or order _____ and use them for any purpose without payment or permission from licensor.

Licensee agrees to:

1. Rent Licensor's mailing list for the one time fee of \$ _____.
2. Perform a one time mailing of advertising materials (subject to review and approval by client. Approval won't be held unreasonably.) for the sale of _____ to the names and addresses in clients mailing list.

Both Licensor and Licensee agree:

1. Licensor can't and doesn't promise any level of response or success from advertisements sent to individuals or addresses on the mailing list.
2. To act in good faith and carry out their responsibilities to the best of their abilities.
3. To use an arbitrator to settle disputes arising from interpretations of this agreement. All disputes will be submitted under the rules of the American Arbitration Association. The findings of the arbitrator will be binding on all parties. Arbitration and interpretation of this agreement is governed by the laws of the state of _____ will take place there also.
4. They are not entering any kind of partnership.
5. This letter of agreement may be revised and updated from time to time by agreement in writing from both parties.
6. Licensor has access to Licensee's financial records as necessary and convenient to verify the accuracy of fee payments. If licensing fees have been underpaid. Licensee will immediately pay licensor the amount of the underpayment.
7. After the first publicized advertisement or mailing any part of the marketing package, either party may terminate this Agreement by giving thirty (30) calendar days written notice to the other party.
8. No part of this agreement can be assigned, sublicensed, or otherwise transferred by Licensee while this agreement is valid. Any attempt to do so is considered a breach of this Agreement. If this happens Licensee shall be required to pay \$25,000 as damages to Licensor within ten (10) days following demand therefor.
9. Seven calendar days after termination licensee will return to licensor all the marketing material contained in the marketing package. And certify in writing that the materials have been returned.
10. BBB agrees to defend and hold harmless AAA, from all lawsuits, claims, demands or damages from mailing BBB's materials to AAA's List.

Client and Consultant both agree and commit to the above conditions and signed both copies of this letter to execute this agreement.

Client

Consultant

AAA

Date

BBB

Date

Marketing Consultant Retainer Agreement

You know that your techniques tactics and systems work and you are willing to only get paid if what you do produces results. However a business owner might not be willing to go for a contingency fee.

With this agreement you first prove what you can do, then if the owner approves of the results, the owner will then pay you a continuing fixed monthly retainer.

April 29, 2003

Dear _____,

Your business provides a great service to consumers by providing them with _____. Being a great business owner you understand that the best way to bring your product to your customer's attention is through the use of integrated marketing tactics and strategies.

You've made a smart decision allowing BBB to optimize existing or develop and provide new marketing strategies for the promotion of your products or services.

This agreement, effective _____, 20____ between AAA CORP (hereinafter "Client"), and BBB CORP., (hereinafter "Consultant") is designed to put our deal into writing so that both us and anyone else in the future will understand that we both agree to the following:

Consultant Agrees to:

1. Use its best efforts to develop a marketing program for generating substantially increased gross revenue, which may include sales promotions, media advertising and/or the direct mailing of promotional materials (further known as "Marketing Package")
2. Get price quotes and arrange for the advertising and promotional materials to be produced and placed with advertising media. Including cost of graphics, design, typesetting, printing, mailing, advertisement space in selected media, and other out-of-pocket costs necessary to implement the strategy developed for Client
3. Be in charge of direct mail programs sent to prospects for Client's products or services.
4. Provide reports, opinions and advise about Client's marketing strategies and tactics.
5. Keep all information confidential that is determined by client to be confidential at the time of delivery, except for information approved by client that may be used in advertisements or promotional literature prepared by BBB for Client. This information will be returned to Client upon termination or expiration of this Agreement.

Client Agrees:

1. BBB has authority to create and implement the strategy created.
2. To strictly follow the marketing strategy's and consultant's written instructions. They can be changed only for a mistake of fact or a potential violation of applicable law.
3. To advance to consultant a minimum of \$_____, within 30 calendar days after receiving Marketing Package, required to pay third party suppliers of the services listed in Marketing Package startup phases.
4. To keep all of consultant's ideas, strategies and tactics confidential from any other person, corporation, partnership or association. Client is responsible for the supervision, management, control and non-disclosure of proprietary information during the term of this Agreement.
5. To defend, protect and save harmless Consultant and its successors against all lawsuits and from all damages, claims, and demands for actual or alleged copyright, trademark, trade name or patent infringement

Both Client and Consultant agree:

1. To act in good faith and carry out their responsibilities to the best of their abilities and effort.
2. Consultant receives no fees or retainer for creating Client's Marketing Package, until thirty (30) days after an advertisement's publication or mailing a direct mail promotion made on Client's behalf.
3. Thereafter and for as long as Client wants the right to use any part of Marketing Package, whether or not a copyright is claimed, and continue Consultant's on-going marketing consultation and expertise, Client agrees to pay BBB the sum of _____ Dollars (US\$ _____) on the first day of each and every calendar month thereafter.
4. Neither party can nor does warrant any particular level of success or that any increase in gross revenues will result from _____. No representations, promises or agreements, orally or otherwise, that aren't in this agreement, have been made on behalf of any party.
5. No part of this agreement can be assigned, sub licensed, or otherwise transferred by Consultant while this agreement is valid. Any attempt to do so is considered a breach of this Agreement.
6. Consultant owns the rights to the materials developed & has the rights to use the materials again. Client can purchase an exclusive license to make, use and sell products, services and or marketing package created by consultant without payment of royalties for as long as this agreement or any extension is in effect.
7. The prevailing party is entitled to attorney fees and costs incurred in enforcing the terms & conditions of this Agreement.
8. Notices about this agreement must be in writing, mailed to the addresses below and delivered by certified mail with return receipt. Any mailing will be considered delivered, if not actually received within three business days after mailing.

To: _____

To: _____

9. Any changes of address must be given in writing with in three business days before the change is effective.
10. If there's a breach of this agreement the offending party must pay \$25,000 as liquidated damages to the other party within ten (10) days following demand for payment.

11. This Agreement is binding upon and for the benefit of both parties, their respective successors, successors-in-title, estates, personal representatives, trustees and assigns. The people signing this agreement are authorized to do so on behalf of and in the name of their business, partnership or corporation.
12. To continue this agreement until Consultant's first fee payment is due and for as long as Client pays the monthly retainer fee. After the first fee payment either party may terminate this Agreement by giving thirty (30) calendar days written notice to the other party.
13. Seven calendar days after termination Client will return to consultant all the marketing material contained in the marketing package. And certify in writing that the materials have been returned
14. This letter of agreement may be revised and updated from time to time by agreement in writing from both parties.

Consultant and Client agree and commit to the above conditions and have signed both copies of this letter to execute this agreement. Client will then forward the necessary information and material.

Client

Name

Date

Title

Consultant

Name

Date

Title

Non-Disclosure Agreement

Before you agree to offer any of your services and skills, learn as much as you can about the business you are offering your service to. Be sure to protect yourself and the business owner though. This is the agreement is designed to protect the owner from having his/her proprietary information revealed without a safety net.

Warning!!! The agreement put limitations on you. You will still be bound by the non-disclosure even if you don't do any work with the company. You can use a looser agreement if you need it, but make sure the basic idea is still there.

05/13/03

Dear _____,

I understand AAA inc. spent considerable time, effort and funds in developing _____ and implementing a successful marketing campaign (hereinafter "Confidential Information"), must be kept confidential so you can maintain a competitive advantage in your industry

I thank you for the opportunity to receive, review and evaluate information regarding _____ to determine whether or not BBB Inc's contingency marketing skills can effectively increase AAA Inc's sales and profitability. while at the same time I recognize and will maintain the strictest possible confidentiality of the Confidential Information.

This agreement between AAA CORP (hereinafter "discloser"), and BBB CORP., (hereinafter "Receiver") is designed to put our deal into writing so that both us and anyone else in the future will understand that we both agree to the following:

Discloser Agrees:

1. To disclose information Receiver needs to evaluate and decide if Receiver's contingency marketing skills and capabilities can be applied effectively to Discloser's industry, specific products and/or services to increase sales and profitability.
2. Receiver won't need to keep information confidential that Receiver proves is public knowledge at the time of disclosure, becomes public knowledge by no fault of Receiver or that Receiver knew before receipt and has written documented records. Discloser will receive copies of the records within thirty(30) days after receipt of Confidential Information.

Receiver Agrees:

1. To protect and hold in strict confidence every part of the Confidential Information, nor furnish any equipment, documentation or physical manifestation making use of Confidential Information, to any person or entity without Discloser's prior written consent; and not use, Confidential Information for its own benefit.
2. Only to disclose parts of Confidential Information to its employees and/or contractors who need to know. Each employee or contractor will sign an original Nondisclosure Agreement similar to this one for Discloser's benefit.
3. No right or license to commercially exploit the Confidential Information is made or granted in this Agreement.
4. Not to apply for a patent or copyright in any country or claim interest in Confidential Information or Discloser's Technology. Receiver shall immediately notify Discloser if its discovered that Confidential Information or Discloser Technology is being used.
5. To return to discloser materials that embody or refer to the Confidential Information, when requested by discloser, unless Discloser and Receiver enter into an agreement dated after this Agreement, allowing Receiver to retain any such items.
6. This Agreement's restrictions are to protect Discloser's legitimate interests. Violating these restrictions would cause Discloser substantial injury and wouldn't have disclosed the Confidential Information without these restrictions.

Both Discloser and Receiver Agree:

1. All Confidential Information delivered to Receiver by Discloser is the property of Discloser.
2. "Confidential Information" is any information including but not limited to Discloser's products, services, trademarks, copyrights, intellectual property, formulas, systems, presentations, devices, concepts, techniques, marketing and commercial strategies or data which isn't public knowledge or Discloser has legitimate interest in maintaining secret.
3. Discloser is not granting Receiver an offer for the sale, license or other transfer of the Confidential Information. Any offer for sale, license, or other transfer of the Confidential Information will be made in a separate agreement.
4. This Agreement doesn't prevent Receiver from disclosing any and all information about Discloser, including but not limited to the Confidential Information, to a court or government agency that issues a demand or warrant. Receiver will notify Discloser about any notice to disclosure Confidential Information within forty-eight (48) hours of receiving notice.
5. To use an arbitrator to settle disputes in interpreting this agreement. All disputes will be submitted under the rules of the American Arbitration Association. The arbitrator's findings are binding on all parties. Arbitration and interpretation of this agreement is governed by the laws of the state of _____ and will take place there also. The prevailing party is entitled to fees and costs incurred in connection with the enforcement of this Agreement.
6. If there's a breach of this agreement the offending party must pay \$25,000 in damages to the other party within ten (10) days following demand for payment.
7. No part of this agreement can be assigned, sub-licensed, or otherwise transferred by Consultant while this agreement is valid. Any attempt to do so is considered a breach of this Agreement.
8. This Agreement is binding and beneficial for both Parties and their respective heirs, successors & representatives. The signers of this agreement are authorized to do so on behalf of and in the name of their business, partnership or corporation.
9. This letter of agreement may be revised and updated from time to time by agreement in writing from both parties.

Consultant and Client agree and commit to the above conditions and have signed both copies of this letter to execute this agreement. Client will then forward the necessary information and material.

Client

Consultant

Name

Date

Name

Date

Productivity Enhancement Agreement

Many businesses have hidden treasures inside them, you have to just look closely. There are great labor-saving, cost-cutting, productivity enhancing practices and techniques that are used everyday and most companies don't even realize their value.

There are many other companies that would give almost anything to be able to use these techniques and systems. However many companies might be a little wary about having a competitor give them business advice. You would be too. This agreement lays out the basic ideas for you to be able to profit from these opportunities, while assuring the business owner that you will not be jeopardizing his or her company.

Tip: It might be a good idea to use a non-disclosure agreement along with this agreement.

April 29, 2003

Dear _____,

AAA Corp. being a business that makes _____ (hereinafter Principal Business) has one or more moneymaking, productivity enhancing or cost saving practices or techniques that BBB Corp has identified and believes would be valuable to businesses outside the industry of Principle Business.

Thank you for permitting BBB Corp. to capitalize on and market these moneymaking, productivity enhancing or cost saving practices or techniques for AAA's and BBB's mutual benefit.

This agreement, effective _____, 20____ between AAA CORP (hereinafter "Discloser"), and BBB CORP., (hereinafter "Receiver") is designed to put our deal into writing so that both us and anyone else in the future will understand that we both agree to the following:

Discloser Agrees:

1. AAA hereby grants to BBB an exclusive, transferable, irrevocable, perpetual license to commercially exploit the Practices in any industry other than _____ the industry of the Principal Business, and to grant sublicenses. AAA agrees that BBB may use the name of AAA and its experience in applying the Practices in the marketing of the Practices.
2. To defend & hold harmless Receiver, its directors, officers, employees, successors and assigns against claims, lawsuits, loss, damage, attorney fees and liability resulting from a breach of any covenant, representation or warranty made by Discloser in this Agreement.
3. AAA covenants, warrants, certifies and agrees that AAA has made available to BBB all the data in its possession regarding the Practices.
4. The license granted may be relinquished by BBB at anytime upon BBB giving notice of such relinquishment to AAA.

Receiver Agrees:

1. For so long as BBB or his successors and assigns continue to commercially exploit the Practices, BBB shall pay AAA _____ percent(%) of the net revenues received by BBB from the commercial exploitation of the practices.
2. For and in consideration of the grant of the license contained herein, BBB agrees to spend not less than _____ Dollars (\$) during the period commencing _____ and ending _____ to reduce to a marketable form the ideas represented by the Practices, and to market those Practices to others.
3. AAA has a proprietary interest in the moneymaking, cost saving or productivity enhancing practices or techniques listed on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter called "Practices").
4. To defend & hold harmless Discloser, its directors, officers, employees, successors and assigns against claims, lawsuits, loss, damage, attorney fees and liability resulting from a breach of any covenant, representation or warranty made by Receiver in this Agreement.
5. To calculate and prepare within thirty (30) days after each calendar quarter starting the first full calendar quarter of sales of products or services derived from the practices, following the date of this agreement minus Consultant's general, administrative, out of pocket and marketing expenses from providing the products and services derived from the practices. Receiver will provide Discloser a copy of the statement along with ____% of the remaining revenue.

Both Receiver and Discloser agree:

1. "Net revenue" equals the gross revenues collected by receiver from the commercial exploitation of the practices, minus out-of-pocket marketing expenses, actual administrative expenses, product cost and order fulfillment costs for all products and services sold (to include production, packaging and shipping costs, and royalties and commissions payable) and a reasonable reserve set by receiver for refunds.
2. "Marketing expenses" includes but isn't limited to receiver's out-of-pocket expenditures promoting sales, products and services, sales commissions or salaries, publication costs, list rentals, graphic design, copy writing, informational materials, mailing, order processing costs, costs incurred in negotiating, producing and distributing video promotions.
3. To act in good faith and carry out their responsibilities to the best of their abilities and effort.
4. To use an arbitrator to settle disputes about this agreement. All disputes will be submitted under the rules of the American Arbitration Association. The arbitrator's findings are binding on all parties. Arbitration and interpretation of this agreement is governed by the laws of the state of _____ and will take place there also. The prevailing party shall be entitled to arbitration fees and costs incurred in connection with the enforcement of the terms and condition.
5. Notices concerning this agreement must be in writing, mailed to the addresses below and delivered personally or by certified mail with return receipt requested. Any such mailing will be considered delivered, if not actually received within three business days after mailing.

To: _____

To: _____

Any changes of address must be given in writing with in three business days before the change is effective.

6. Discloser has access to Receiver's financial records as necessary and convenient to verify the accuracy of fee payments. If

licensing fees have been underpaid, Receiver will immediately pay Discloser the amount of the underpayment.

7. If there is a breach of this agreement the offending party must pay \$25,000 as liquidated damages to the other party within ten (10) days following demand for payment.
8. Neither party can nor does warrant any particular level of success with respect to the subject matter in this agreement or that any increase in gross revenues will result from _____. No representations, promises or agreements, orally or otherwise, that aren't in this agreement, have been made on behalf of any party.
9. No part of this agreement can be assigned, sub licensed, or otherwise transferred by Receiver while this agreement is valid. Any attempt to do so is considered a breach of this Agreement.
10. There's no pending or threatened litigation(s) stopping them from carrying out their obligations in this agreement. Executing any portion of this agreement won't violate any government law, administrative rule, company regulation or decree or breach any other agreement the party is bound to. Both parties are financially responsible and able to meet its obligations pursuant to the terms of this Agreement.
11. This Agreement is binding upon and for the benefit of both parties, their respective successors, successors-in-title, estates, personal representatives, trustees and assigns. The people signing this agreement are authorized to do so on behalf of and in the name of their business, partnership or corporation.
12. This letter of agreement may be revised and updated from time to time by agreement in writing from both parties.

Receiver and Discloser agree and commit to the above conditions and have signed both copies of this letter to execute this agreement. Discloser will then forward the necessary information and material.

Discloser

Receiver

Name

Date

Name

Date

Title

Title

Agreement For Creating A New Profit Center

Have you uncovered a business opportunity hidden in someone's business that they aren't able to or unwilling to startup and operate? Well with this agreement, you can create a new business out of an opportunity that the business owner had decided not to pursue.

You will be able to use the owner's customer mailing list, the owner's agreement that his/her company will not compete with you. If the owner will agree to it you might even get a license to use the company's name and run the new profit center in connection with their name.

April 29, 2003

Dear _____,

In your business of _____ (hereinafter "Principal Business"), you have an opportunity to create a new profit center producing _____ (hereinafter "Profit Center"). Although you could work on this profit center, you've realized that you don't have the time, money or desire to add this new business to your existing operations.

Therefore, I thank you for the opportunity to acquire the assets and associated rights to the Profit Center to establish and create for our companies a new income stream.

This agreement, effective _____, 20____ between AAA CORP (hereinafter "Client"), and BBB CORP., (hereinafter "Consultant") is designed to put our deal into writing so that both us and anyone else in the future will understand that we both agree to the following:

Client Agrees:

1. To grant and sell to consultant all of Client's right, title, interest, copyrights and physical assets listed on the attached page. Client warrants and represents that he/she owns the right, title and interest in and to all property listed on the attached page free and clear of any third party claims or copyright infringements.
2. To give consultant a perpetual license to use Client's names in connection with the Profit Center. The license permits no one except Consultant to use or to grant sublicenses.
3. To deliver to Consultant a copy of Client's past and present customers names, addresses and zip codes, and telephone numbers, approximately _____ in number. Client will also provide consultant any other marketing, promotional, demographic and/or psychographic information Consultant deems necessary.
4. To deliver within _____ days to consultant's office, properly executed Bill of Sale, Assignments of Copyrights, Trademarks, and other such documents for reasonably required to carry out this agreement.
5. And guarantees that all statements made and data released to Consultant about the Profit Center are true, accurate and factual including but not limited to data on mailing lists, number mailed, rate of return, renewal rates, revenue receipts, number of customers, etc.

Consultant Agrees:

1. That Client's customer names will never be used by Consultant in any way to compete with Principal Business.
2. To pay Client _____ Dollars (\$) _____ at the date of signing this agreement in exchange for the above mentioned rights, titles and assets.
3. To calculate, prepare and deliver to client, profit center's calendar quarter statement of gross revenue actually received within 30 days after the end of each calendar quarter. For every calendar quarter that the Profit Center shows net revenue, Consultant will pay client _____ (_____ %) of the net revenue as long as client or its assign continues to operate the Primary Business.
4. Not to compete with client in the geographic area encompassing _____, as an owner, partner, joint venturer, employee, agent, contractor etc. as long as client and its assigns continue to own and operate the Primary Business and encompass the Profit Center. To do so is a breach of this agreement.
5. To defend & hold harmless Client, its directors, officers, employees, successors and assigns against claims, lawsuits, loss, damage, attorney fees and liability resulting from consultant conducting Profit Center business after the date of execution; except for any loss, damage or liability resulting from client's negligence.

Both Consultant and client agree:

1. To act in good faith and carry out their responsibilities to the best of their abilities and in a timely manner.
2. Any pronoun used in the singular shall include the plural, and any pronoun of the masculine gender shall be read to include the feminine and the neuter genders, respectively, as the context may require.
3. "Net revenue" equals the gross revenues from the sale of Profit Center products and services, minus out-of-pocket marketing expenses, actual, 15% of sales for refund reserve, administrative expenses, product cost and order fulfillment costs for all products and services sold (to include production, packaging and shipping costs, and royalties and commissions payable),
4. "Marketing expenses" includes but isn't limited to consultant's out-of-pocket expenditures to promote Profit Center's products and services, sales commissions or salaries, publication costs, list rentals, graphic design, copy writing, production of informational materials, mailing, order processing costs, costs incurred in negotiating, producing and broadcasting television promotions.
5. To use an arbitrator to settle disputes about interpretations of this agreement. All disputes will be submitted under the rules of the American Arbitration Association. The arbitrator's findings are binding on all parties. Arbitration and interpretation of this agreement is governed by the laws of the state of _____ and will take place there also. The prevailing party shall be entitled to arbitration fees and costs incurred in connection with the enforcement of the terms and condition.
6. Notices concerning this agreement must be in writing, mailed to addresses below and delivered personally or by certified mail with return receipt. If not received within 3 business days, such mailing is considered delivered.

To: _____

To: _____

Any changes of address must be given in writing with in three business days before the change is effective.

7. Client has access to Profit Center's financial records relating to this agreement as necessary and convenient to verify the accuracy of revenue percentage payments. If percentage payment has been underpaid. Consultant will immediately pay Client the amount of the underpayment.
8. No part of this agreement can be assigned, sublicensed, or otherwise transferred by Licensee while this agreement is valid. Any attempt to do so is considered a breach of this agreement.
9. If there is a breach of this agreement the offending party must pay \$25,000 as liquidated damages to the other party within ten (10) days following demand for payment.
10. Neither party can or does warrant any particular level of success with respect to the subject matter in this agreement or that any increase in gross revenues will result from the Profit Center. No representations, promises or agreements, orally or otherwise, that aren't in this agreement, have been made on behalf of any party.
11. There's no pending or threatened litigation(s) stopping them from carrying out their obligations in this agreement. Executing any portion of this agreement won't violate any government law, administrative rule, company regulation or decree or breach any other agreement the party is bound to. Both parties are financially responsible and able to meet its obligations pursuant to the terms of this Agreement.
12. This Agreement is binding upon and for the benefit of both parties, their respective successors, successors-in-title, estates, personal representatives, trustees and assigns. The people signing this agreement are authorized to do so on behalf of and in the name of their business, partnership or corporation.
13. This letter of agreement may be revised and updated from time to time by agreement in writing from both parties.

Consultant and Client agree and commit to the above conditions and have signed both copies of this letter to execute this agreement. Client will then forward the necessary information and material.

Client

Consultant

Name Date

Name Date

Title

Title

Referral Fee Agreement

Referral fees are a great way to build your business because you create a virtual army of sales people who spread the word about your business, for no out of pocket cost to you.

With this agreement can have people referring new prospects to your business, and when the prospect converts into a paying client, you will pay the referrer a percentage of the sales.

April 29, 2003

Dear _____,

As per our conversation on _____ 20____, You have identified a client that is interested in _____, which AAA Corp sells. Also mentioned that you would like to become an associate and receive a percentage of the fees collected from the client as a referral fee.

AAA Corp is willing to provide marketing services to the Client as Consultant, associate with and pay your company BBB corp a referral fee for bringing the client to AAA Corp.

This affiliate agreement between AAA CORP (hereinafter "Consultant"), and BBB CORP., (hereinafter "Associate") is designed to put our deal into writing so that both us and anyone else in the future will understand that we both agree to the following:

Consultant Agrees:

1. To grant Associate a nonexclusive license to use the ideas, information, marketing programs, sales promotions and marketing strategies learned from Consultant, with new client(s) that engage associate. Associate can't transfer this license by any means, and any attempt to transfer this licenses is a breach of this agreement.
2. To provide strategic marketing planning and tactics to implement the marketing strategies developed for client.
3. To be responsible for overall client relations
4. To be responsible for invoicing Client and collecting fees for Consultant's services. All net revenues received from the Client will be distributed 75% to Consultant and 25% to Associate.
5. To calculate and prepare (within fifteen (15) days after receiving the statement of expenses from Associate) a statement of gross revenues collected from client, minus Consultant and Associates general administrative and out of pocket expenses incurred on behalf of the Client. All remaining net revenues will be allocated and distributed 75% to Consultant and 25% to Associate.
6. To defend & hold harmless Associate, its directors, officers, employees, successors and assigns against claims, lawsuits, loss, damage, attorney fees and liability resulting from a breach of any covenant, representation or warranty made by Consultant in this Agreement.

Associate agrees:

1. Consultant will negotiate the specific terms and provisions of the Marketing Services Agreement between Associate, Consultant and the Client, and that agreement will be signed by all three parties.
2. To protect Consultant proprietary, intellectual property and interests by entering into nondisclosure agreements with each of associates employees.
3. To be responsible for local liaison with the Client and shall have all direct responsibility for implementation of the marketing strategies developed by Consultant together with Associate.
4. To coordinate all future direct contacts with Client and Consultant to assure consistent representation and acknowledges that Consultant must have extensive, direct contact with the Client.
5. To calculate and prepare (at the end of each calendar month this agreement is in force) a statement of its out-of-pocket expenses incurred from providing services to the Client, and forward the statement to Consultant.
6. To defend & hold harmless Consultant, its directors, officers, employees, successors and assigns against claims, lawsuits, loss, damage, attorney fees and liability resulting from a breach of any covenant, representation or warranty made by Associate in this Agreement.

Both consultant and client agree:

1. To act in good faith and carry out their responsibilities to the best of their abilities and effort.
2. "Net revenue" equals the gross revenues from the Client, minus out-of-pocket marketing expenses paid to third parties and Consultant's/Associate's general and administrative costs for performance of their duties on behalf of the client.
3. "Marketing expenses" includes but isn't limited to costs of graphic design, copy writing services, list rental, commissions, travel and associated expenses, and telephone costs specifically dealing with the business of the Client.
4. They are not entering any kind of partnership.
5. To use an arbitrator to settle disputes about interpretations of this agreement. All disputes will be submitted under the rules of the American Arbitration Association. The arbitrator's findings are binding on all parties. Arbitration and interpretation of this agreement will take place in and is governed by the laws in the state of _____. The prevailing party will be entitled to arbitration fees & costs incurred from the enforcement of the terms and conditions.
6. Notices concerning this agreement must be in writing, mailed to the addresses below and delivered personally or by certified mail with return receipt requested. Any such mailing will be considered delivered, if not actually received within three business days after mailing.

To: _____

To: _____

Any changes of address must be given in writing with in three business days before the change is effective.

7. Either party has access to the other's financial records concerning this agreement, as necessary and convenient to verify the accuracy of fee payments. If amounts have been underpaid, the party who underpaid will immediately pay the other party the amount of the underpayment.
8. Any list of new buyer's names, addresses and other pertinent marketing demographic data collected during the term of this Agreement is owned by both Consultant and Associate. Each party can use the for any purpose without restriction (other than those imposed under the agreement with Client, if any) or obligation one to the other.
9. If there is a breach of this agreement the offending party must pay \$25,000 as liquidated damages to the other party within ten (10) days following demand for payment.
10. Consultant owns the advertising and marketing materials copyrights and can use the materials again.
11. Neither party can nor does warrant any particular level of success with respect to the subject matter in this agreement or that any increase in gross revenues will result from _____. No representations, promises or agreements, orally or otherwise, that aren't in this agreement, have been made on behalf of any party.
12. There's no pending or threatened litigation(s) stopping them from carrying out their obligations in this agreement. Executing any portion of this agreement won't violate any government law, administrative rule, company regulation or decree or breach any other agreement the party is bound to. Both parties are financially responsible and able to meet its obligations pursuant to the terms of this Agreement.
13. This Agreement is binding upon and for the benefit of both parties, their respective successors, successors-in-title, estates, personal representatives, trustees and assigns. The people signing this agreement are authorized to do so on behalf of and in the name of their business, partnership or corporation.
14. After the first three (3) months of this Agreement, either party can terminate this Agreement by giving the other party at least thirty (30) days written notice prior to the termination date. This letter of agreement may be revised and updated from time to time by agreement in writing from both parties.

Consultant and Client agree and commit to the above conditions and have signed both copies of this letter to execute this agreement. Client will then forward the necessary information and material.

Client

Name

Date

Title

Consultant

Name

Date

Title

Simple Letter Agreement

This is a very simple letter agreement for the creation of a new product from a companies existing products, services, information etc. The new product can be a Seminar, manual, software and a whole host of other things. There are no penalty or damage clauses in this agreement so make sure to use it with people to trust.

May 5, 2003

Dear _____,

This is a great opportunity for both of us to create a new product to promote and offer to the marketplace.

This agreement made this 5/5/03 by and between AAA here and after referred to as client and BBB inc. agree as follows:

1. Client has developed and established (Client's Product/Service Name)
2. BBB Inc. has the marketing experience that compliments the ideas and concepts that client has created.
3. BBB Inc. will put together the necessary documentation and operational plan to bring client's ideas and concepts to the _____ market in the form of (Seminar, manual, software etc) to be known as _____
4. Client and BBB Inc. agree to split the development and promotional costs of _____
5. Client and BBB Inc. agree to split the profits made from selling _____.
6. This letter of agreement may be revised from time to time by agreement in writing from both parties for updating any changes that may take place.

AAA

BBB Inc.

Name

Name

Consignment Letter Agreement

You can use this letter agreement to get your products on the shelves of different stores. The store owner doesn't will keep the products in the store and send you money when a sale is made.

If you know your numbers and your product has a great back end, you might even be able to offer the store owner 100% and more of the sales as a commission. You can be sure that they will be pushing your product if they are getting a good cut of the profits.

5/6/03

Dear _____,

I would like to thank you for the opportunity to offer my products to your customer's at your store.

I have a good feeling that while my products are available on consignment at your store, it will be beneficial for both of us.

This agreement made on 5/6/03 between BBB, herein referred to as "Seller", and AAA Inc herein after referred to as "Consigner" is in writing so that both us and anyone else in the future will understand that we both agree to the following:

Seller agrees

1. To display the item(s) list below in a prominent place in his/her establishment.
 - A. _____
 - B. _____
 - C. _____
 - D. _____
2. To make every attempt to sell the cosigned merchandise for the best possible price for the and accept no less than \$_____ as purchase price.
3. When a sale is made, he/she will forward a check for the amount of the full purchase price less ____% to Consigner within 10 days of the sale.
4. To maintain insurance for theft and damage, and that the consigned merchandise will be covered by the insurance while in his/her possession.

Consigner agrees:

1. Seller is entitled to keep ____% of the purchase price from the sale of a consignment item
2. To leave the merchandise with seller for a minimum of _____ (days, weeks, months, years)
3. If there's any unsold merchandise at the end of the consignment period and Consignee decides to remove the unsold merchandise, Consigner will pay to have the merchandise shipped back.

Consigner and Seller agree and commit to the above conditions and have signed both copies of this letter to execute this agreement. Consigner will then forward the necessary information and merchandise.

AAA

BBB

Name

Date

Name

Date

Title

Title

Authorization to Negotiate Letter

OK you got a deal coming up with a major player, but maybe you aren't that great at negotiating. However you do know someone who is a great negotiator and is willing to negotiate for you to get you the best deal possible.

This letter will authorize that person to negotiate for you and your company at the bargaining table with another company. It will also work if you aren't able to attend the negotiations and need to send someone else in your place.

May 6, 2003

Dear _____ ,

This letter authorizes name of your negotiator to negotiate, discuss and in any other way communicate with BBB company in areas related to _____

This letter further authorizes name of your negotiator to act on behalf of your company name to act in our behalf, enter into agreements, or contract with BBB in both financial and sales matters.

Therefore, by the existence of this instrument I hereby authorize _____ to accept or reject agreements, to enter into contracts binding upon Your company name.

Sincerely,

Name

Date_____

Permission to Use Copyrighted Material Letter Agreement

So you've found some copyrighted material that would be perfect to add into some project you are working on. You are going to need to ask the

This is a sample letter requesting the right to use copyrighted material from a copyright holder. The text in red and sections underlined in red indicate terms that will be unique to the particular circumstance (e.g. names of companies).

May 6, 2003

Dear _____

I am contacting you because I would like to (reprint or use) the (article, book, quote etc.) that you wrote so I need to get you permission to use it.

I am in the _____ business. I'm planning to use your material for _____ and I won't be using it any other way. As the copyright holder, I'm respectfully requesting your support to allow me right to use the (article, manual, quote, work, etc.) free of charge in the manner described above.

When you find this acceptable, please sign and return to me a copy of this letter. I thank you for your consideration and your time.

Sincerely,

Title: _____

I hereby grant permission to _____, according to the Terms and Conditions of this Letter

Copyright Owner

By: _____

Title: _____

Demand for Payment Letters

There may come a time when someone will not be paying you according to your agreement, or that will breach the agreement you made together.

Hopefully it was a mistake on their part and it can be easily corrected. After all you should be doing business with people that you can trust. However, that may not always be the case or the relationship has turned for the worst. You are going to need to contact them and let them know that you must be paid because they are not following the agreement.

Here are two Demand for payment letters that you can send out.

May 8, 2003

Dear _____,

This letter is in reference to the agreement dated _____, 20__ by and between AAA Inc. and BBB Inc.

Because you failed to _____, you're currently in breach of our agreement . Demand is hereby made of you for full payment of \$_____.

Sincerely,

Notice Of Default,

May 8, 2003

Dear _____,

Please be advised that I _____ am in possession of a promissory note made by you dated _____, for the principal amount of \$_____.

You are in default of the note because you've failed to pay the installment that was due on _____, 20__, for the amount of the amount of \$_____.

Therefore, demand is hereby made to you for to pay the full balance due on note in the amount of \$_____, which includes the interest accrued to date.

If the entire amount due isn't received on or before _____, 20__, I shall instruct my lawyer to start legal proceedings against you.

I anticipate your prompt attention to this matter.

Sincerely,

Standard Clauses

Both consultant and client agree:

To act in good faith and carry out their responsibilities to the best of their abilities and effort.

To use an arbitrator to settle disputes about interpretations of this agreement. All disputes will be submitted under the rules of the American Arbitration Association. The arbitrator's findings are binding on all parties. Arbitration and interpretation of this agreement is governed by the laws of the state of _____ and will take place there also. **The prevailing party shall be entitled to arbitration fees and costs incurred in connection with the enforcement of the terms and condition.**

Notices concerning this agreement must be in writing, mailed to the addresses below and delivered personally or by certified mail with return receipt requested. Any such mailing will be considered delivered, if not actually received within three business days after mailing.

To: _____ To: _____

Any changes of address must be given in writing with in three business days before the change is effective.

Licensor has access to Licensee's financial records as necessary and convenient to verify the accuracy of fee payments. If licensing fees have been underpaid, Licensee will immediately pay licensor the amount of the underpayment.

If there is a breach of this agreement the offending party must pay \$25,000 as liquidated damages to the other party within ten (10) days following demand for payment.

Neither party can nor does warrant any particular level of success with respect to the subject matter in this agreement or that any increase in gross revenues will result from _____. No representations, promises or agreements, orally or otherwise, that aren't in this agreement, have been made on behalf of any party.

No part of this agreement can be assigned, sub licensed, or otherwise transferred by Consultant while this agreement is valid. Any attempt to do so is considered a breach of this Agreement.

There's no pending or threatened litigation(s) stopping them from carrying out their obligations in this agreement. Executing any portion of this agreement won't violate any government law, administrative rule, company regulation or decree or breach any other agreement the party is bound to. Both parties are financially responsible and able to meet its obligations pursuant to the terms of this Agreement.

This Agreement is binding upon and for the benefit of both parties, their respective successors, successors-in-title, estates, personal representatives, trustees and assigns. The people signing this agreement are authorized to do so on behalf of and in the name of their business, partnership or corporation.

This letter of agreement may be revised and updated from time to time by agreement in writing from both parties.

Consultant and Client agree and commit to the above conditions and have signed both copies of this letter to execute this agreement. Client will then forward the necessary information and material.

Client

Name

Date

Title

Consultant

Name

Date

Title

After the first publicized advertisement or mailing any part of the marketing package, either party may terminate this Agreement by giving thirty (30) calendar days written notice to the other party.

This Agreement may be terminated after twelve (12) months from the date of this agreement, by either party by giving sixty (60) days advance written notice to the other party. If this agreement is terminated Consultant will keep all the marketing materials created. If Client terminates this agreement Consultant may liquidate all remaining inventory produced within twelve (12) months following termination of this Agreement without payment of any royalty from the proceeds of such liquidation.

Consultant owns the copyrights and ownership to the advertising and marketing materials developed & has the rights to use the materials again.

They are not entering any kind of partnership.

Any pronoun used in the singular shall include the plural, and any pronoun of the masculine gender shall be read to include the feminine and the neuter genders, respectively, as the context may require.

"Net revenue" equals the gross revenues from the sale of Profit Center products and services, minus out-of-pocket marketing expenses, actual, 15% of sales for refund reserve, administrative expenses, product cost and order fulfillment costs for all products and services sold (to include production, packaging and shipping costs, and royalties and commissions payable),

"Marketing expenses" includes but isn't limited to consultant's out-of-pocket expenditures to promote Profit Center's products and services, sales commissions or salaries, publication costs, list rentals, graphic design, copy writing, production of informational materials, mailing, order processing costs, costs incurred in negotiating, producing and broadcasting television promotions.

Conclusion

People believe that if they've got a legal contract or agreement that they are protected. Well the truth is that contracts and agreement are broken on a routine basis.

Written agreements can't protect you against everything!

I've had handshake agreements with some of the best people that have gone without a hitch, then I've seen people with iron clad agreements that were broken like they weren't even there. The best advice you can have about agreements and contracts is: **Know who you are doing business with.**

Make sure you are comfortable doing business with the person you are about to sign an agreement with. Get references from some of the people he/she has done business with in the past. Check them out as fully as you need to. And then go with your gut instincts, if it just doesn't feel right, forget about it.

Because once an agreement is broken, it can be difficult, expensive, and painful to get relief legally. Your best defense besides your gut instincts is to have a good agreement/contract. Whether or not you get what's outlined in that agreement is another matter. Remember an agreement isn't some kind of enchanted shield protecting you from anything.

Live and learn

No two snowflakes, people, negotiations, and agreements are the same. You are always going to find something new. That's just the way life is. You're not going to be able to think of everything. So if you come across something you forgot and didn't negotiate or agree to... Just learn from it and move on.

Always look at an agreement as a tool for learning and understanding. You are trying to learn and understand what the other party wants and needs, and hopefully they are doing the same thing for you. Forget about using an agreement as a way of forcing the other side to do something, you are dealing with dangerous matters. Its for both sides best interests that everyone does the right thing and follow the agreement, because if they don't, your lawyer and their lawyer become the real winners. So like I said before do business with people you trust.

Finally remember, since laws are different in every state, so always take law advice with a grain of salt. Get a competent lawyer so you can be certain.

How to use Richard's simple, risk-free, home-study system to...

Become A High-Paid Marketing Consultant In 45 Days Or Less...Without Any Prior Marketing, Business Or Consulting Experience

In this letter you will learn a simple, painless and inexpensive way to become a high-paid marketing consultant in the next 45 days -- complete with paying clients and a steady flow of income that comes in year after year.

Listen to the CD that came with this letter on how six others like you have gotten their first client using the system described below.

It doesn't matter what your current skills are now. And it doesn't matter if you have any "connections" or business experience.

In fact, all you really need are a few, simple (and 100% proven) secrets my friend Richard has developed over the years to become a high-paid, in-demand marketing consultant.

And the best part is, you do NOT have to shell out tens of thousands of dollars for these secrets...and you can even use them yourself...

Almost Free, If You Choose.

I'll explain the details of this incredible offer in a second.

But first, let me tell you what's in Richard's HMA system, why it really is an absolute "no brainer" for almost anyone (regardless of your experience) to use, and why you can realistically be up and running and making money in just a few days after getting it.

To begin with:

If you do your homework, you'll find that there are several competing marketing consulting opportunities in the marketplace. And I'll be the first to advise you to look into all of them before you invest into any of them, including Richard's HMA system.

I've interviewed countless people who have paid enormous fees to attend these trainings. I have received firsthand feedback on Y2 Marketing, Action International, Quantum, Topline, Peter Sun Consulting, and other opportunities and many of them are actually pretty good.

But what separates Richard's system from the other ones I've seen is that, with Richard's system, you don't need any previous marketing experience, any business connections or even a lot of money.

In fact, Richard will be the first person to tell you if he can do it...you can do it.

How can he be so sure?

Because when Richard started he was broke himself, and had very poor selling, speaking, marketing and presentation skills. And even today...

He's Just As Shy And "Introverted" As The Next Guy.

In fact, the only difference between you and Richard -- the only reason he is making a fast and easy fortune as a marketing consultant and you aren't -- is because of a simple (very simple) system he invented after attending a Jay Abraham marketing consulting seminar over 15 years ago.

You see, Richard discovered that while Jay Abraham really is a marketing genius, his system (like most other marketing consultant programs today) was not geared toward "ordinary" people who don't have a lot of money or natural marketing talents.

Jay Abraham, in the early 1990s had credibility, contacts and millions of dollars. The training Jay taught consultants was taught from his own millionaire perspective.

But Richard was near broke. So broke he had to borrow money from his dad to attend Jay's training. Richard had no credibility and few contacts.

And when Richard went out in the field to test Jay's teachings, he failed.

Richard did not quit. After years of experimenting and organizing the marketing concepts into a workable system, Richard began to experience an almost instant success.

Richard had unlocked the code and discovered his own unique "system" to make money as a marketing consultant that is so easy to follow and simple to learn...almost anyone can use it to make money quickly, cheaply and even...

While Sleeping Like a Baby

Richard had created a system that will work whether you are a millionaire like Jay Abraham or broke like Richard, struggling to make the rent.

It's taken Richard 15 years to perfect and tens of thousands of dollars working out the "bugs", and getting his system so you can approach virtually any kind of business to offer your

consulting services.

And since sharing his system to the public, Richard has created successful, highly paid marketing consultants in the US, the UK, Australia, Greece and even Holland (some who were totally new to marketing when they started) who are now making it big doing consulting.

Here's why...

With Richard's system all you do is use the tools he's created for you the exact way he says to use them...and within just a few weeks (maybe even a few days)...you can have a strong, secure and stable marketing consultant business with paying customers and large fees dwarfing anything you could make at your regular job.

And best of all:

You can do it all without pressure...without strain...and without the unbearable personal rejection most marketing consultants endure when getting started.

For example, most people getting into the consulting business believe making cold calls to get clients is the worst and most difficult way to get clients.

This method is usually reserved for the consultant who has no contacts whatsoever.

While other consulting trainings tell you to make prospecting calls yourself, Richard's system trains you to pay others to do your prospecting for you.

Take for instance, the telephone prospecting scripts in the system.

All you do is take these proven phone scripts, hand them to a part-time telemarketer with a copy of the Yellow Pages, and tell him or her to call businesses and read the scripts word for word.

This simple method for getting new clients works time and time again. You do none of the calling and you still generate clients.

This way you can be sleeping in, playing golf, or even taking a vacation...and have an endless stream of fresh, quality appointments coming in each and every day...

Without You Lifting A Finger.

Plus...

In addition to these proven phone scripts, you'll get an audio training called "How To Get

Appointments” which takes your people step-by-step through the whole process on how to use the scripts.

That means, if you don't want to pay a lot of money for a professional telemarketer, just hire a student or a stay-at-home mom and give her the “How To Get Appointments” training and she'll be just as good (if not better) than anyone else at getting you appointments.

Of course, the phone is only one way to get clients.

- ✓ Your HMA system also has already-tested direct mail letters for selling your consulting services such as:
- ✓ An approach letter and a follow-up letter.
- ✓ A proven collection of postcards designed to generate leads.
- ✓ And even a sample brochure and professional audio presentation

All you do is fill them out, drop them in the mail and you'll have as many appointments as you can handle -- without rejection, stress or having to deal with any "gatekeepers."

Is it really that easy?

With Richard's system it is.

And with the simple tools he's created you'll be hitting your prospects from every conceivable angle, giving yourself the maximum chance of capturing those high-quality paying clients within days of starting your consulting business.

And if you're really ambitious, and want to make a LOT of money quickly, then you can also use Richard's system to create what's called "the podium effect."

What's the podium effect?

The podium effect is this phenomenon where people automatically respect, trust and believe people who talk at seminars or small workshops.

And since Richard also includes prewritten seminar and workshop flyers, you can fill a room, give your presentation, and watch as dozens of people scramble to hire you the second you step out from behind the podium.

Not sure how good you'll be at putting on a presentation?

No problem.

Because Richard has already created a powerful, professional seminar outline for you -- complete with a PowerPoint presentation and all the training you need to be up and running fast.

This is the same presentation Richard currently uses to capture clients today.

More on this later.

You won't have to try to figure anything out or structure your presentation. Just plug in Richard's "pre-made" seminar presentation, follow the word-for-word transcripts and you'll be delivering a powerful, proven presentation that gets clients fast.

Easy As 1-2-3.

And here's something else to think about:

With Richard's system you won't have to worry about not having a reputation or a "track record" of helping business owners with their marketing.

If you've never done consulting before, I know what you may be thinking now. You're asking yourself -- why should these business owners believe anything I say?

You're afraid that they will ask you for proof that you can get results. You think they'll want referrals before they work with you.

You're thinking that you have no credibility. This is only an illusion in your imagination.

It's a FEAR not based on reality.

I am here to tell you this will not happen to you and here's why.

You must understand that your clients are not interested in you. They are only interested in the results you can bring to them.

Being a fully certified HMA marketing consultant means you'll be able to draw on the successful track record of the HMA system.

It's actually pretty simple:

Richard has discovered a proven way for you to use his testimonials, his stories, and his successes for your business. And by following Richard's simple instructions, you'll be able to "borrow" Richard's credibility for yourself.

Plus, you will also learn a secret way Richard has invented to "create" your own credibility within the first thirty seconds of meeting a potential client...

**Without Needing ANY Testimonials,
Success Stories Or Past Success.**

This is one of Richard's "trade secrets."

And it works like gangbusters for everyone who uses it.

But here's the thing...

Getting the appointment or filling a room with prospects is only step one.

You can get all the appointments in the world...but if you can't close the sale, then it's all for nothing.

Richard knows this more than anyone.

And after spending hundreds of hours and tens of thousands of dollars on "trial and error" - he has created a truly foolproof system that lets almost anyone turn at least 25% (usually even more) of their appointments into cash sales.

And what makes this possible is Richard's proprietary "opportunity analysis worksheet".

With this simple piece of paper Richard has created, you can walk into any business, command immediate respect and attention, and literally become a marketing "miracle man."

Reason why is because this opportunity analysis worksheet lets you literally "make over" a business owner's marketing and show them exactly how you will create real cash profits right before their eyes.

And if the business owner you are talking with has any desire to grow his business at all...then he will have no choice but to be impressed by you and want to work with you.

In fact, the opportunity analysis worksheet makes converting appointments into paying clients so simple, easy and painless...

**You'll Almost Think
You're Stealing Candy From A Baby**

But you're not.

And when you see how it works for yourself, you'll be shocked at how easy making money and getting clients can be.

Richard also shows you how to command large fees and even get paid on a portion of the

sales you make for your clients for years into the future.

This is called a "contingency" fee agreement.

This should only be used with a client after they have hired you and paid you to do project work.

Other expensive consulting opportunities teach you that contingency is the only and best way to sell consulting services.

And it works like this:

If you help your client make an extra \$100,000 a year (not uncommon for Richard's students), and you make a 15% "contingency" agreement with that client, you will pocket an extra \$15,000 on top of your regular fees per year.

If you do this for just five of your clients, you will make an extra \$75,000 a year. If you do this for just ten of your clients you will make an extra \$150,000 year.

And so on.

Again, this is in addition to your regular fees. You can typically charge a client anywhere from \$500 to \$5000 per project. And most clients will need at least four projects.

Quite frankly...

You Could Literally Get Rich Off Just a Handful of Deals like This.

And it's so easy once you understand Richard's system.

Because Richard really has done 90% of the "work" for you already.

For example, his system includes...

Endorsed letter samples.

All you do is find businesses that sell similar (but not competing) products and services as the business you are helping, and strike a simple deal with them where they send your offer to their customer list for a portion of the profits.

This way, you and your client make a bundle off the initial sales, and an even bigger windfall from additional sales later.

All from leads that didn't cost your client a penny to generate.

Client reactivating letter samples.

This is your easiest way to make fast cash for you and your client because almost NOBODY goes after his or her inactive clients and customers.

And all you do is take one of your prewritten letters and mail it to your client's inactive customers.

Watch your clients shake their heads in disbelief as inactive customers (they thought would never buy again) come back to life -- spending their money with your clients again and again and again.

And remember, if you set up simple contingency deals with these clients (as Richard explains in his system)...

**You Will Get Paid On All
This Action, Too.**

Letter templates.

For things like special promotions, unique sales and other events. Each letter is proven to work and it's almost guaranteed money in your bank account every time you use them.

Anyway, these are just a few of the reasons why Richard's students report such fast and easy profits. To hear real stories from six existing HMA marketing consultants in their own words go to the link below.

<http://www.hardtofindseminars.com/AudioclipsH.htm>

Learn how they are able to get clients that pay cash so quickly.

This is why I have no problem saying nothing could be simpler than using Richard's system to make money quickly and easily as a marketing consultant.

And realize this:

Every time you make one of your client's money using Richard's "paint by numbers" pre-created tools...

**You'll Become Your City's Marketing
And Business Guru.**

And you'll have the instant reputation as the guy who turns straw into gold.

You'll be the person your clients won't be able to help but rave about to their business friends who will also want to hire you.

And your whole consulting practice "snowballs" from there until you have an endless stream of clients and profits coming in so steadily you couldn't stop your money from coming in even if you wanted to.

As I said before, I have seen all the other marketing consultant programs out there. And I have not yet seen anything that even comes close to Richard's system.

But you certainly don't have to take my word for it. Because as you will see, you can try everything almost for free if you want to see for yourself.

But first, here is a quick breakdown of all your exclusive marketing training you will be getting in your HMA system:

HMA Resource # 1:

This is the HMA "System".

You get all 10 HMA operation manuals showing you each step of the way how to capture clients and make them real profits. This collection represents the system. Each binder walks you through all steps of the system. You'll reference these materials as you take your client through the steps of the HMA system. Richard spent years creating and refining these modules. Each comes in their own three-ring binder. You'll use these manuals as you follow along in Resource #2 & #3.

HMA Resource # 2:

1995 HMA Live Seminar Training

You'll own 25 hours of cutting edge HMA marketing training in downloadable audio.

Richard's first live marketing consulting seminar was conducted in early 1995.

Your 1995 training features Richard at the top of his game teaching a room packed with students his system for becoming a successful marketing consultant. Each student paid \$5000 to attend.

You'll be able to download, hear and learn everything you need about capturing clients and creating marketing systems for them. It's like having Richard right there with you showing you exactly what to do each step of the way.

HMA Resource # 3:

2005 HMA Live Seminar Training.

You'll get Richard's most recent live training on DVD. This is the same training Richard did from 1995 but updated ten years later.

You'll see Richard in action in full color and live in front of a room full of students eager to learn Richard's secrets of his HMA consulting system.

Each DVD is professionally produced. The picture quality and sound is perfect. You can play your DVDs in your home, computer or portable DVD player.

I've also arranged to have your audio from each of your DVDs converted to downloadable mp3 audio files.

You'll not only be able to watch this newest training in video, but you'll have full access to download each audio as mp3 files. You can also burn CDs to play in your home or car CD player.

Anyway you choose, you'll sit from the comfort of your home, car or office and have Richard transform your mind into a human "Hidden Marketing Asset" detector."

After learning Richard's system, you'll be trained to sniff out and find money in virtually any business lucky enough to retain your services.

Richard's students paid thousands of dollars to learn what you will get in these DVD training videos alone.

HMA Resource # 4:

HMA GROUP Training Video DVDs.

This is Richard's most recent training, conducting live group training for 15 business owners wanting to learn how to grow their businesses. The Group-training concept is another way for you to make money.

Richard discovered that many of the businesses he talked to wanted his consulting services but could not afford his one-on-one fees.

As a result, Richard started working with manufacturing associations and started doing group trainings with 10 to 20 business owners at a time.

Each group training would last for two hours twice a month for three months. You can

charge anywhere from \$500 to \$3000 per business.

If you were to do group training for 10 businesses -- and let's say you charge only \$1000 each -- you've just made \$10,000 for only 12 hour of work. That's \$830 per hour.

I have never seen an easier way to make money than this.

Imagine using one of your prewritten letters from your HMA system and sending it out as an e-mail to a list of your local Chamber members at no cost to you.

Then, imagine prospects attending your free seminar on how to grow a business without advertising.

Then imagine taking your guests through your pre-designed HMA PowerPoint presentation crafted to sell group trainings and one-on-one consulting services.

Remember the podium effect?

Then imagine having 10 people fighting their way to you with checkbooks in hand ready to pay you anywhere from \$500 to \$3000 each!

If you're the consultant who likes action in an exciting group atmosphere and who likes to make a lot of money fast, this presentation is for you.

Your set of Group training DVDs will show you exactly how to execute this training. You'll have access to pre-designed workbooks to provide each one of your paying clients.

HMA Resource # 5:

You get lifetime access to exclusive online training and support in your HMA University -- including online audio, email, telephone backup and more.

You'll hear intensive interviews with marketing consultants making anywhere from \$500,000 to \$2,000,000 (two million dollars) a year doing marketing consulting. You'll learn their secret ways of making money and how they run their consulting businesses for maximum profits and minimum work.

These interviews and trainings are updated regularly and published in your HMA University. Which means you'll have all the support and feedback you need to make your consulting business fly right from the start.

HMA Resource # 6:

You get my famous "Joint Venture Magic" course -- including audio training, joint venture sales letters and sample contracts and agreements. This course sells for \$597, but you get it as

part of your system for free.

And trust me, if you do nothing else but harness the enormous power of joint ventures -- as explained in this course -- you'll never worry about money again.

Plus, this joint venture course also includes a collection of contracts and letter of agreements for use in your consulting business.

You'll have agreements for Contingency Marketing, Copywriting, Intellectual Property Rights, Marketing Consultant Retainer Fees, Non-Disclosure Forms, Creating New Profit Centers, Referral Fees, and many more.

Without a doubt, you would have to pay tens of thousands of dollars in legal fees for a collection of agreements like these. But this entire collection is yours when you become an HMA consultant.

HMA Resource # 7:

You get a gift certificate for \$1000 off my audio creation service.

This will pay for itself a hundred times over in your first year alone.

Here's why:

If your client can talk into a phone, I can create him an information product that can sell for anywhere between \$497-\$3900. I've done it myself. I've sold hundreds of thousands of dollars worth of information products using this very system.

And with your help, he can then sell that product, or use it to generate leads for his business. And, of course, if you set up a contingency agreement...

You Will Get Paid On These Sales Too.

You'll also get a certificate worth \$500 off my audio infomercial service.

There's nothing better than a hard-hitting audio recording that features the benefits of your product or service, and there's no better deliveryman than the Internet.

Plus, you can also use these services for your own business.

When you have your own, unique audio infomercial, you'll literally ooze with the kind of ironclad credibility money can't buy. And even the most skeptical clients and customers will many times want to hire you right on the spot.

And perhaps the best part about your certificate is that it can be sold or transferred to your clients. There is no expiration date as long as you remain an active HMA consultant.

HMA Resource # 8:

Free publicity and press training from the "Publicity Doctor".

This is HUGE.

Especially when you set up contingency and commission deals. Because every time you use free publicity, money will come back to you in buckets, without your client having to do anything but answer the phone and answer a few questions.

You'll learn the secret of getting millions of dollars in free publicity for your business and your clients' businesses in newspapers and magazines and on television and radio.

HMA Resource # 9:

You also get the reprints and resale rights to 23 professionally written business reports including:

- ✓ **Insider Business Strategies: Five Ways to Increase Your Bottom Line Profits Without Spending an Extra Dime on Advertising**
- ✓ Quick-Fix Marketing: One-shot turnaround strategies for 50 different companies. (This gives you 50 marketing plans for 50 different businesses. Chances are, your clients will fall under one of these categories, and you can use these reports to make your job ten times easier.)
- ✓ **The Headline Bank: 100 top moneymaking headlines.**
- ✓ How to Up Your Profit in a Down Economy: 114 Tips and Techniques and Tactics to Kick-Start Your Cash Flow.
- ✓ **Yellow Page Success Secrets.**
- ✓ How to Attract More New Businesses with a Riveting Ad that Captures Immediate Attention.
- ✓ **How to Use Brochures to Grow Your Business.**

And more. (23 in all)

The great thing about having all these reports is not only the business changing information...but that you can also resell them.

You're going to have all the rights you need to put your own company name on them, and

resell them to your clients and make revenue.

This is a residual income opportunity built in to the HMA Marketing Consulting Training.

You'll own these reports in Microsoft Word and PDF files so that you can reproduce these for your clients and sell it to them directly.

HMA Resource # 10:

The use rights (not resale rights) to my collection of 117 hours of audio content and written transcripts from <http://www.hardtofindseminars.com>

You'll own the use rights to over 117 hours of downloadable audio interviews, marketing lessons and transcripts by Bob Bly, Mark Joyner, Gary Halbert, Jay Conrad Levinson, Brian Keith Voiles, Carl Galletti, Ted Nicholas, Joe Vitale, The PR Doctor, Millionaire Mr. X, Taylor Trump, Herschell Gordon Lewis, Mr. Arthur Hamel, and many other marketing experts.

You'll instantly have a mountain of new products you can:

- ✓ Use to get more customers, clients, subscribers and strategic business contacts.
- ✓ Use as free bonuses to sell consulting projects and services.
- ✓ Offer as special incentives to help your clients sell more of their existing products.
- ✓ Package and bundle together to make one-of-a-kind products to give away free to build good will.
- ✓ Educate and excite your clients.

Your options of what you can do with this content is endless.

This content has been a labor of love that has taken me years to build. I've invested tens of thousands of dollars and hundreds of hours to put this material together. And yet, I'm making this available to you as an HMA consultant at no cost whatsoever.

HMA Resource # 11:

Lifetime membership to www.hardtofindads.com.

You'll get over 700 typed word-for-word transcripts from the world's largest digital swipe file of editorial style ads by the highest paid and most successful copywriters in the world like: Eugene Schwartz, Claude Hopkins, Gary Halbert, Brian Keith Voiles and John Carlton.

This is like having a team of the world's top copywriters on your desk telling you exactly

what to write to make a winning promotion. These ads have pulled in hundreds of millions of dollars in sales and are proven "templates" that will work for you and your clients.

In many cases, you can take what's already been done and "adapt" it to what you're selling.

Products with just half these profit-producing ads sell for **over \$5,000**. But they're all yours free as part of this super HMA consulting package.

HMA Resource # 12:

24-7 "Remote Control Consulting Services" selling tool.

Selling consulting to people who don't want consulting can zap your motivation stone dead and eat hours of valuable time.

You should only be selling your services to QUALIFIED prospects.

And so you get a valuable time saving tool to "pre-sell" the HMA System for you. It's a PowerPoint Presentation outlining all the steps in the HMA system.

This presentation will let you send a link to any prospect in the world that has Internet access and have them learn about what you can do for their business as an HMA consultant.

In other words...it takes you out of the selling position UNTIL they have gone through the presentation.

If your prospect does this, they are uniquely qualified as a legitimate prospect and are worthy of your valuable time and expertise.

You'll get this presentation customized with your photo, your company logo, your website and your e-mail address branded throughout.

This one tool has saved me hundreds of hours by letting me pre-sell and educate prospects about the HMA system without my direct involvement.

You'd pay thousands to produce a selling tool on your own like this. But it's yours to use and brand the second you become an HMA Consultant.

HMA Resource # 13:

You'll own 100% usage rights to all your marketing tools, sales letters, postcards, presentations, ads, press releases, client generation reports, client testimonials, manuals, my million dollar consultants list of service providers and more – everything you need.

What About Support?

As an HMA marketing consultant, you will be in business for yourself, but not by yourself.

By that I mean, when you have a question you get Michael Senoff. Not some "customer service" rep that doesn't speak English.

You get me working directly with you. You get me returning your calls minutes after you leave a message. You get me returning your e-mail in hours not days. You even get marketing assets I've accumulated over the years -- like my knowledge on direct mail marketing, advertising and copywriting.

In other words...

**I'm Always Here
For You.**

And I'm personally going to whatever I can to help you succeed.

If you need something, just ask and I will do whatever I have to do to get any answer you're looking for. Whether it's asking Richard or going to my network of millionaire marketing and business experts.

And if I don't have the answer...I will find someone who does.

And finally, as I said at the beginning of this letter, you get to try everything out -- use all the tools and learn all the secrets -- without having to risk a single penny of your own money.

Here's why:

If you follow this system step-by-step exactly the way Richard teaches, and you don't capture your first client in 45 days or less...I'll refund 100% of your purchase price.

With no questions asked, no hard feelings, and no trying to "talk you out of it."

All of which means you can...

**"Test Drive" This System Without
Risking A Penny.**

And I mean that.

I want you to hold my feet to the fire for 45 days. Use the system. Play with it. Compare it with other systems. And see for yourself exactly what you have in your hands.

And if you aren't making money with this system in your first 45 days, then return it.

How much does it cost?

Well, I've done the math, and the tools, resources and personal help is easily \$22,000 worth of material.

Probably even a lot more.

And other popular marketing systems I've seen, with only a tiny fraction of the features in the HMA system, cost \$30,000 plus ongoing fees and even royalties on the money you make. In fact, that is standard practice -- to take a cut of the money you make with their systems.

But with Richard's HMA system you won't be paying any royalties or fees.

Nor will you be paying \$30,000, \$20,000 or even \$10,000.

No, you can claim your complete HMA marketing system with the tools, manuals, videos, audio, lifetime access to ongoing HMA university training and all the high powered marketing resources I've listed and more for just six payments of \$995 plus shipping and handling or one payment of \$5970, plus shipping and handling.

Note: The six pay payment plan is NOT a layaway plan where you don't get the product until all payments are made. You get everything starting with your first payment of \$995 plus shipping. Nothing described in this letter is held back.

Shipping if you live in the USA is \$43. If you live outside of the USA, your shipping will be anywhere between \$97 and \$250 depending on location. Your Investment for your HMA system is small compared to what you're getting.

Especially when compared to other marketing consulting courses -- with a lot less value and with all their fees and royalties.

However, There Are Two Small "Catches" To This...

First of all...

Do you remember earlier in this letter when I said I was giving you my audio creation and infomercial at a huge discount?

Well, if you become an HMA consultant you are going to be dealing with a LOT of people who will want and need that service. And I am hoping you will send some of those people my way to get these audio services done when the time is right.

If you become an HMA consultant in the next thirty days from the date of this letter, I'll happily pay you a fat 20% "finder's fee" for any audio work you refer to me. (Yet another way you can make money with this system without so much as lifting a finger.)

But this is another of the main reasons why I'm giving you all this value away at this ridiculously low price. And I'd be lying if I said I wasn't offering this deal as much for me as I am for you.

And secondly...

Even though you're free to use your HMA system anywhere without restriction, I will limit the number of systems I sell within each geographical area.

Richard and I wants to make sure as an HMA consultant you have the maximum opportunity to profit without competition.

So being accepted as an HMA consultant is not guaranteed and I have the right to say no to you if I choose. The only way to be sure of claiming your system is to act now to see if you qualify.

All you have to do is call me personally at **858-274-7851** and together we'll determine if becoming an HMA consultant is right for you.

If we're both in agreement, I'll send you a payment agreement by e-mail in the form of a PDF document. You'll complete it and fax it back to me at **858-274-2579**.

I'll then process your payment and send you the membership details for the HMA online university and I'll rush your HMA system to you by courier.

You can start listening to your online audio immediately while you wait for the rest of your HMA system to arrive.

And that's it.

If you have any questions at all, call me at **858-274-7851**.

Yours sincerely,



Michael Senoff

P.S. Please keep in mind that while it really is easy and simple to make a lot of money with

Richard's system, it is NOT for everyone.

I say this because if you and I talk, and it looks like you are not a fit for this and I decide not to let you be a member, please do not take it personally.

Trust me, there are some people who just shouldn't be marketing consultants, especially with Richard's system.

It's like me and playing golf. I love playing golf, but I know I'll never be good at it.

And if someone was selling a product on how to improve my golf game, and they were qualifying people just as I have to qualify people for Richard's system -- I would most definitely not be a good fit. Because I just will never be good at it and it would be a waste of my money to buy the product.

And the same goes for the HMA marketing consulting system.

There are some people who just shouldn't do it. And if it's not right for you, then it's nothing personal. And if you want, I can even help you find another opportunity that will be better for your situation.

But the only way to find out is to give me a call at **858-274-7851**.

If you get my voice mail, please leave your name, area code and phone number. Say that you are calling about the HMA system and I'll call you back at once. Please do not e-mail. I get so much SPAM that your e-mail may never make it to me.

PSS. Still not sure? Need to hear more information? You can hear hours of audio interviews with other HMA consultants at the link below. You may also download and read the printed transcripts. All you have to do it go to

<http://www.hardtofindseminars.com/HowToConsulting.htm>