

**USLEGAL'S LAW GUIDE
AND LEGAL LIFE
ORGANIZER**

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INTRODUCTION

About This Guide

This guide is offered to assist our customers in organizing their legal life and empowering them to meet their legal needs in the most effective and cost-efficient manner. USLegal is dedicated to providing our customers with the knowledge they need to protect their interests and deal with important life issues.

This guide explains the essential legal needs of individuals, as well as those of specific segments of the population, provides an overview of selected legal topics, how to be prepared for emergency situations, what to do if you must appear in court, and resources available through USLegal and others to assist you in successfully managing your legal life. It also includes how to locate free legal information, download a form and obtain affordable legal services.

YOUR NEED FOR LEGAL REPRESENTATION

The demand for affordable legal services has vastly outpaced the available supply. Therefore, increasing numbers of people are choosing self-representation as an option for securing necessary legal rights and remedies. The courts and the legal community have come to recognize the needs of litigants and have slowly shifted from insistence on full representation for every litigant as a fundamental requirement of equal justice to a more practical approach, offering information and limited counsel for those litigants who are capable of managing their own cases and reserving full representation for those with more complex cases or fewer personal resources. Companies like USLegal are also playing a role by making legal information freely available and working with attorneys to make legal services more affordable.

Today many people are seeking out self-help legal advice and products in order to spare themselves the expense involved in hiring a lawyer. It is a fact that a significant proportion of legal procedures carried out in courts today can be conducted without employing lawyers and with a consequent saving in both money and time. These services are not supposed to replace the expertise of a lawyer, but there are a many things non-lawyers can do for themselves when it comes to legal issues. Likewise, as discussed below, lawyers are offering services in a new ways and in a virtual manner, sometimes referred to as unbundled legal services.

"Unbundled" legal services can also be described as "discrete task representation or "limited representation". Unbundled or limited representation by an attorney involves providing a specific service to a client, out of the possible range of "bundled" services, otherwise referred to as full representation. It is a practice in which the lawyer and client

agree that the lawyer will provide some, but not all, of the work involved in traditional full service representation. Attorneys who are committed to the "unbundled" concept are willing to provide limited legal services to clients. Instead of paying a large retainer up-front a lawyer delivering limited legal services will undertake discrete tasks such:

- Legal advice via office visits, phone, mail or e-mail.
- Advice about alternative dispute resolution, such as mediation and arbitration.
- Evaluation of clients' analysis of the case and advising client about legal rights.
- Guidance and procedural information for filing or serving documents.
- Review of correspondence and court filings.
- Preparing and/or suggesting documents to be prepared.
- Factual investigation: contacting witnesses, public record searches, in-depth interview of client.
- Legal research and analysis.
- Discovery: interrogatories, depositions, subpoenae, requests for document production.
- Preparation for negotiations, including simulated role-playing with client.
- Preparation for court appearances made by client, including simulated role-playing with client.
- Support and trouble-shooting during the trial.
- Referrals to other counsel and to other experts.
- Counseling client about possible appeal.
- Procedural assistance with appeal and assisting with substantive legal argumentation in appeal.
- Provide preventive planning and/or schedule legal check-ups.
- Other services as needed by the client.

In all of these situations the attorney will charge just for the limited legal services used. Normally clients will have to sign a Limited Retainer Agreement affirming that they understand that the legal services delivered are limited in nature. However, combining legal services with self-help approaches can dramatically reduce the overall cost of legal services to the consumer.

Regardless of the scope of any legal representation, the offerings by USLegal can benefit everyone. Even if you have full representation, USLegal offers materials designed to prepare you for meeting with your attorney in order to minimize the expenses involved in preparation and information-gathering, as well as free information to enable you to understand the legal issues involved in your situation.

For more information about the rules on unbundled services in your state, please see:

HISTORY OF USLEGAL

USLegal, Inc. offers a variety of services including legal information, legal products, legal forms, document preparation and access to attorneys.

The company is multi-faceted publishing company, which has pioneered Internet ventures geared toward the public, small businesses and the legal profession since 1997 and continues its growth through increased sales and marketing partnerships and through building alliances in the legal, media, and corporate arenas. Our flagship site is USLegalForms.com, a site providing online access to legal forms since 1999.

CREATING A LIFE DOCUMENTS FILE

Overview

A Life Documents File is a collection of important documents, including legal documents, such as your will, Birth Certificate, etc. Many of us don't like to think about the need to sit down and write a will, or procrastinate on the assumption that the need for certain legal documents will arise at a future date. However, no one can predict when an emergency or disaster situation will occur, and if caught unprepared, a person often faces a much greater burden and expense in resolving their legal affairs. Creating a Life Documents File can help us to not only organize our legal affairs, but also to preserve our wishes, make sure our loved ones are cared for, and enable us to plan ahead for life's unforeseen events.

A Life Documents File is a collection of our important legal papers from identification records and major contracts we have signed to legal documents we have prepared or have had prepared for us by an attorney.

Examples of documents we should keep on file include the following:

Legal Papers to Keep on File

Birth Certificate or Adoption Certificate
Passport
Social Security Card
Marriage Certificate
Divorce Decree
Deeds
Loan documents
Insurance Contracts - life, health, home, auto
Titles

Military Discharge or Military ID
Naturalization Papers

Legal Forms to Prepare and Keep on File

Letter of Instruction
Will
Living Will
Power of Attorney
Trust
Name Change (if applicable)

Once you have compiled all of your important legal papers into a Life Documents File, you will need a safe place to keep them. Find a location at home where you know they will be secure, yet readily accessible in case you need to leave your home in a hurry and take your file with you. A personal home safe is best. You can also keep a copy of your Life Documents File at local bank by renting a safe deposit box. If you have an attorney, make sure he or she has a copy of your life documents file too. If you don't have an attorney, make sure a family member or close friend has a copy or knows about the location(s) of your file so they will know where to obtain your legal documents in the event you are unable to communicate with them.

The wealth of information and options available for handling basic legal matters now makes it very easy and affordable for people to organize their legal affairs and to keep and prepare legal documents. Whether you prepare forms on your own, go through a document preparation service, or hire an attorney to do the work for you, you should create and keep the following legal forms in your life document file: Letter of Instruction, Will, Living Will, Power of Attorney, Trust, and Name Change (if applicable).

Documents Everyone Should Have

Letter of Instruction

The first type of legal form you should consider preparing is a letter of instruction. A letter of instruction is not a formal legal document, but simply a list of instructions for people to follow when you are sick or have died. A letter of instruction will save the executor a lot of trouble and save on accountant and attorney fees in administering the estate, leaving more money for your loved ones.

A letter of instruction includes, but is not limited to, the following:

1. Locations of documents- A list of legal documents, such as wills, trust documents, and powers of attorney, etc., and their location. Be sure to include the location and

instructions to computer programs (financial software) and file names where this information may be stored.

2. Contact list- A contact list of names and phone numbers of close family members.
3. Remains- Description of prepaid funeral arrangements, or an indication of a preference for one funeral home over another. A statement of the type of desired funeral and whether burial, cremation, or body donation is preferred. The location of a pre-purchased burial plot or preference.
4. Charities- A preference for charities to receive donations in your honor.
5. Hospitals- Preferences for certain hospitals.
6. Financial status- A relatively current list of assets and debts.
7. Insurance- A list of insurance policies including life, medical, disability, long-term care, and property insurance.
8. Investments- The location of all investment account statements.
9. Titles- The location of all deeds to property.
10. Taxes- The location of copies of tax returns.
11. Personal resources- The name, address and telephone number of the following people:

- * The family doctor
- * The family attorney
- * The family accountant
- * The family stock broker(s)
- * The religious leader and house of worship

Will

A will is vital to ensure that the wishes of the deceased are carried out. A will is used to distribute personal property, real property, money, and particular items to the intended beneficiaries. A will helps you protect items of family or sentimental value from being sold in the estate administration process.

Without a will, a deceased's property will be distributed according the state intestacy statute, which vary by state, or may escheat (be forfeited to) the state. This may take longer and cost more than if there is a will, and can also mean that your possessions and belongings may not be distributed as you would have wished. Your estate might wind up being administered by a total stranger appointed by the court. A will is the only way to ensure that your loved ones and favorite charities aren't deprived of your generosity.

Even if you are married, living with a partner or have children, it is wrong to assume that they will automatically receive your estate should you die. For example, suppose you die in a car wreck caused by a drunk driver. Even if you have no assets, your estate might have a wrongful death suit that recovers millions, all of which will be divided up by the state if there's no will. Should both parents of a child or children die without a will, a court-appointed guardian takes custody of any minor children and of the parents' estate.

Other advantages of making a will, among others, include:

- It is only through making a will that you can choose individuals you trust to act as your own personal representatives, who will take charge of your estate, wind it up and distribute it according to your wishes.
- With a will, you may make arrangements for the guardianship of any dependent children and so ensure that they are cared for as you would have wished.
- Many people also use their will to give specific instructions for their burial, cremation, or possibly for the donation of organs for medical research.
- A will also can avoid tax consequences that may result in its absence. A properly prepared will can greatly reduce estate tax liability.
- A will can save your family from the burdens of intestate distribution procedures and avoid family disputes.

See: <http://www.uslegalforms.com/wills/>

Living Will

A living will legally expresses what you want to occur if you are terminally ill or unable to speak for yourself. It also states who you would put in charge of making final decisions if need be. This would allow doctors to know whether to use artificial means to keep the body alive. The Terri Schiavo case recently highlighted the importance of having a living will in order to have a voice in deciding your fate when you are unable to speak. Expressing your wishes through a living will can save much additional trauma to your loved ones.

See <http://www.uslegalforms.com/living-will-forms.htm>

Power of Attorney

A power of attorney allows your spouse, a parent, or another competent person to act for you in your behalf. They are required in certain situations when a person is unable to act on their own behalf, such as being disabled or away on military service or other duties. The main purpose of a power of attorney is to appoint someone to make decisions, sign documents, and carry out other important acts when you are unable.

Disability can strike any of us at any time. If a person becomes incapacitated and failed to appoint an attorney-in-fact, then no person may sign deeds, make gifts, or make other decisions without court intervention. A power of attorney may be needed to access joint accounts and conduct other transactions. Without a power of attorney, the spouse, parent or other interested party must petition the appropriate court to be appointed as guardian of the incapacitated person. This process usually costs between \$2,500.00 and \$5,000.00. By signing a durable power of attorney prior to incapacity, a guardianship proceeding can usually be avoided and the attorney-in-fact can usually act on behalf of the incapacitated person in all regards.

See <http://www.uslegalforms.com/poweratty.htm>

Download our Personal Planning Forms Package and begin the process. This package includes a Will, Living Will, Power of Attorney and other forms. - Learn More at

<http://www.uslegalforms.com/personal-planning-package.htm>

Other Popular Documents

Trust

A trust is an entity which owns assets for the benefit of a third person, called the beneficiary. A living trust is an effective way to provide lifetime and after-death property management and estate planning. When you set up a living trust, you are the grantor; anyone you name within the trust who will benefit from the assets in the trust is a beneficiary. In addition to being the grantor, you can also serve as your own trustee (original trustee). As the original trustee, you can transfer legal ownership of your property to the trust. This can save your estate from estate taxes when you die. However, you are still liable for income tax obligations.

See <http://www.uslegalforms.com/trusts/>

Name Change

The need for a legal name change may result from marriage, divorce, adoption or simply a desire to have another name. Proof of identity has also become an increasingly important issue since the passage of the federal REAL ID Act in May 2005. Under the new law, your birth certificate must match your social security card in order to obtain a new drivers license, unless you can show evidence of a legal name change - done through a court proceeding.

The REAL ID Act will require proof of a legal name change in order to obtain or replace a state driver's license, so it is prudent to go through proper court proceeding in your state today for legal name change and to keep proof of the court order for name change in your legal file.

Under the REAL ID ACT, if you live or work in the United States, you'll need a federally approved ID card to travel on an airplane, open a bank account, collect Social Security payments, or take advantage of nearly any government service starting on May 11, 2008. Your driver's license likely will have to be reissued to meet federal standards. The REAL ID Act requires states to demand several documents of proof from driver's license applicants, including proof of name, date of birth, Social Security number (SSN) or verification that the person is not eligible for an SSN, principal residence, and that they are lawfully in the United States.

Generally,

- (a) you cannot change your name for a fraudulent purpose, such as avoiding debts,
- (b) other people's rights cannot be affected such as celebrities,
- (c) use of a curse word as a name would not be recommended, and,
- (d) when a minor is involved, the court looks to the best interest of the minor.

Means of changing your name generally include:

- (a) Usage - In some states, using a name as your own has the affect of making it your legal name.
- (b) Court Order - A court order is recommended to change your name and is required by most states.
- (c) A marriage certificate serves as proof of name change.

After you have changed your name you may need to change records including:

Social Security Card
Drivers License
Passport
Post Office
IRS
Voter Registration
Banks
Credit Cards
Doctors
Insurance Companies
State Tax Authority
Clubs
Memberships
Employer; and,
Retirement plans.

You will also need to consider changing your (a) Will, (b) Health Care Proxy, (c) Living Will, (d) Trust, (e) Power of Attorney; and, (f) Contracts.

See <http://www.uslegalforms.com/changeofname/>

Documents Recommended for Specific Populations

We start collecting legal documents from the time we are born - with a birth certificate. The need for legal documents will stay with us throughout our lives, whether we prepare or not. Events that may require new legal documents, among others, include going away to college, employment, traveling abroad, marriage, military service, medical illness or accident involving yourself or a family member, divorce, widowhood, new baby, etc. Examples of some specific documents needed due to life events are:

College students: Proof of identity and income to obtain a student loan. If relocating, change of address notifications, birth certificate, social security card, and proof of residency to obtain an i.d. card, obtain a new driver's license, change vehicle registration, and register to vote in another state.

New hires: Proof of citizenship and social security card to fill out required tax and federal reporting forms. If relocating, change of address notifications, birth certificate, social security card, and proof of residency to obtain an i.d. card, obtain a new driver's license, change vehicle registration, and register to vote.

Newlyweds: A will, living will, general power of attorney, estate planning documents, and financial statements.

Overseas travelers: Proof of identity and citizenship to obtain a passport.

Military personnel: A will, living will, financial statement, general and specific power of attorneys.

Newly widowed: An heirship affidavit, revocation of power of attorney, general power of attorney effective immediately, and living will.

Newly divorced: A will, revocation of prior will, general power of attorney effective upon disability, living will, and name change notifications.

Injured/ill persons: A living will, power of attorney effective upon disability, and will.

New parents: A parental permission and medical consent form, power of attorney for care and custody of children, general power of attorney, living will, and will.

LEGAL TOPICS

Debts and Credit

USLegal Debt Relief provides you with information, products and services about how to deal with debt and credit matters.

Ask a Question, read free legal information and view the blog to learn about what other people have experienced in dealing with debt and credit and hopefully how to deal with your situation. The site is continuously expanding so bookmark it and come back soon.

The Fair Debt Collection Act is an important federal law that was enacted to help deal with credit overreaching aspects of the Act are also covered.

Learn More at DebtRelief.USLegal.com

Debt and Credit Forms

<http://www.uslegalforms.com/debt-settlement-agreement.htm>

Information and Resources

Debt Definitions (<http://definitions.uslegal.com/search.php?q=debt>) for debt-related terms, as well as Law Digests (<http://consumerprotection.uslegal.com/consumer-debt-collection-and-garnishment/>) for general debt collection information, and Q&A Services (<http://answers.uslegal.com/category.php?cId=75>) for various debt and credit issues are all available at US Legal.

Divorce

Divorce is a legal proceeding governed by state law that terminates a marriage relationship. Divorce is referred to in some states as dissolution of marriage. Once a divorce is final, parties to a divorce are free to remarry. Grounds for divorce vary by state statutes, with some states allowing divorce based on fault and no-fault grounds. Examples of fault grounds for divorce include physical or mental cruelty, adultery, attempted murder, desertion, habitual drunkenness, addictive drug use, insanity, impotency, infection of one spouse by another of a venereal disease and imprisonment for a specific amount of time.

No Fault Divorce

Parties who wish to obtain a divorce without assigning blame or guilt may seek a no-fault divorce. Some states require a period of separation prior to obtaining a no-fault divorce or require that irreconcilable differences or incompatibility exists between the parties for a particular period of time resulting in the irretrievable breakdown of the marriage.

Parties may obtain a divorce without the counsel of an attorney, but may need to seek legal advice for complicated cases. Divorce actions can be uncontested or contested depending on whether the individuals agree on the terms and conditions of the divorce, such as property division, maintenance or spousal support, and child custody, visitation and support issues. Residency requirements for filing for divorce in a particular state vary by state statutes, but usually require that at least one party to the divorce be a resident of or establish domicile for a particular period of time in the state where they wish to file for divorce. Some states allow a simplified divorce process called a summary divorce or dissolution to parties who meet certain requirements, such as having a marriage of short duration, having no children, having minimal marital and separate property, and having waived the right to spousal support. Some states only require that the parties prove in writing that they have agreed to all significant issues, such as property division, support and issues relating to the children of the marriage.

The procedure for obtaining a divorce begins with one party filing a petition or complaint of divorce with the family court or civil division of the county or district branch of the state superior or circuit court. The party filing the petition is usually referred to as the plaintiff or petitioner. The petition or complaint sets forth the parties' names and addresses, the location and date of the parties' marriage, the names and ages of the parties' children, the grounds for divorce and the parties' desires regarding property, support and issues relating to children. The petition or complaint may also include requests for temporary orders relating to financial obligations, occupation of the marital residence, alimony, custody, visitation, and child support. The petition or complaint must be legally delivered to or served on the other party according to state requirements to provide notice of the divorce, along with a summons requiring a response or answer to the petition or complaint. The person served with the petition or complaint and the summons is usually referred to as the defendant or respondent. He or she must answer within a specific amount of time acknowledging receipt of the petition or complaint and either agreeing with the petition or complaint or setting forth his or her disagreements. Failing to answer the petition or complaint is the equivalent of agreeing to its terms and a default will be entered against the defendant respondent.

The parties to a divorce must share financial information with one another, including documents detailing each party's assets, liabilities and income in order to properly divide property and establish amounts of support. Couples often reach a settlement regarding such issues by negotiating privately or entering mediation. If the parties reach a settlement, they can present it to the judge who will determine the parties' intent and understanding of the agreement. The judge will issue a divorce decree if he or she approves the settlement agreement setting forth the parties' agreement to various terms of the divorce. When a court is determining the divorce terms, it may take into consideration fault of the parties and any prenuptial or postnuptial agreements. If the parties cannot reach a settlement agreement or if the judge does not approve the parties' agreement, the parties go to a trial to determine the contested issues of their divorce. Typically, only a judge will hear a divorce trial, but the parties may have the right to seek a jury trial. Based on state law and evidence presented at trial, the judge will decide the outstanding issues and grant a divorce judgment. If the parties do not agree with a judge's decision regarding their divorce, they may file a motion to modify the divorce judgment or appeal to a higher court.

A divorce decree provides for distribution of property and debts, spousal support payments, as well as custody, support and visitation of children of the marriage. When a party cannot agree on the process of dividing their property and debts, the court will distribute the property according to either state community property or equitable distribution laws. In several states, property owned equally by both parties is considered community property and is divided equally between parties to a divorce. In these states, each party retains his or her own separate property. In most states, however, the court distributes property and debts equitably or fairly according to equitable distribution principles. Marital or community property usually includes all the income and property acquired during the marriage. Non-marital or separate property includes property obtained prior to the marriage, gifts, inheritances or awards made to and kept separate by

an individual party during the marriage and property purchased with a party's separate funds.

The court may award alimony or spousal support to one of the parties to a divorce who has fewer financial resources. The support award can be based on many factors, including the fault of the parties, the higher-earning party's ability to pay, the lower-earning party's age, physical, emotional and financial condition, earning capacity, educational level and vocational skills, length of time needed to become self-supporting, custodial responsibilities, standard of living, financial and non-financial contribution to the marriage, and the duration of the marriage. Spousal support may be considered temporary or rehabilitative and enforced only for the amount of time it takes the lower-earning spouse to become self-sufficient or permanent, if a party will likely not ever have the ability to support himself or herself. Most states allow either type of spousal support to end upon a change in circumstances, including the remarriage of the lower-earning spouse.

If parties to a divorce who have children of the marriage cannot agree on custody and visitation rights, the court will decide these issues based on the best interests of the children. Typically, one parent will receive physical custody of the children, allowing them to reside with that parent most of the time, and both parents will share legal custody of the children. Parents with legal custody can make important decisions, such as those relating to the children's education, religion and medical care. Joint custody results in the children spending an equal amount of time with each parent, while split custody allows one parent to receive custody of one or more children and the other parent custody of the remaining children. In determining the best interests of the children in an award of custody, the court will consider several factors, including the children's preference (if the children are of a certain age), age and sex of the child, children's development and progress in school and other activities, which parent serves as the children's primary caretaker, the parents' mental and physical health, religious beliefs, stability of home environment, relationship with other members in parents' home, support the parent will provide the child in interacting with the other parent or the children's family, abuse by a parent and the lifestyle of a parent, including drug or alcohol use. In certain situations, persons other than parents may obtain custody of children, such as grandparents or other close family members. Some states consider such persons guardians of the child.

The court will also award a non-custodial parent visitation rights, either through a reasonable visitation schedule left to the parties to establish or a fixed visitation schedule. Parents who have a history of physical abuse or violence may only receive rights to supervised visitation, requiring another adult to be present during the visits with the children. Grandparents of children of divorced parents may also seek visitation rights when the parents of the children divorce or when one or both parents die. Some states have enacted restrictive visitation statutes for grandparents only, while others allow visitation by persons other than grandparents, including foster parents or stepparents, even when the parents have not divorced or died.

Finally, a court will set forth the required amount of income to be paid by the non-custodial parent for the support of the children. Federal law requires all states to implement guidelines for determining child support. The guidelines consider the income of the parties, the number of children and the needs of the children. Although the formulas set forth in the guidelines are used to calculate a specific amount of support, parties can request that the amount be modified due to certain circumstances, such as the parents having joint physical custody of the children. Likewise, parties can seek modification of child support orders based on a change in circumstances, such as an increase or decrease in income, child's needs or cost of living. When a party fails to pay child support, a child support withholding order or wage deduction can require that the amount of child support be automatically deducted from the party's paycheck. A party may face state and federal penalties for failure to meet child support obligations, such as having his or her tax refunds collected, property seized, being imprisoned or fined for being held in contempt of court or having his or her driver's license or other professional license revoked.

Divorce Forms

Locate many different types of Divorce forms and packages at USLegalForms <http://www.uslegalforms.com/divorce/>, including Uncontested No-Fault Agreed Divorce Forms for Persons with No Children, Uncontested No-Fault Agreed Divorce Forms for Persons with Adult Children, Uncontested No-Fault Agreed Divorce Forms for Persons with Minor Children or Minor and Adult Children, Separation Agreements, Divorce Worksheets, and much more.

Information and Resources

Divorce Definitions (<http://definitions.uslegal.com/search.php?q=divorce>), for divorce-related terms, as well as Law Digests (<http://divorce.uslegal.com/>) for general divorce information, child custody, child support, grandparents' visitation, and separation agreements, and Q&A Services (<http://answers.uslegal.com/category.php?cid=9>) for various divorce categories are all available at US Legal. USLF also offers Document Completion/Preparation Services for many of its divorce products for those persons who need assistance in preparing their divorce forms.

Foreclosure

Foreclosure is the legal right of a mortgage holder or other third-party lien holder to gain ownership of the property and/or the right to sell the property and use the proceeds to pay off the mortgage if the mortgage or lien is in default. It is a concept that has existed for centuries.

Initially, the law had it that a mortgage default resulted in the automatic ownership of the property by the holder of the mortgage (sometimes referred to as the mortgagee). But the law developed over the years so as to allow mortgagors time to pay off mortgages before

their property was taken away. This process of taking away the mortgagor's property because of default is what constitutes foreclosure.

Today, numerous state laws and regulations govern foreclosure to protect both the mortgagor and the holder of the mortgage from unfairness and fraud. In the United States, although states have their own variations, the basic premises of foreclosure law remain the same.

Learn More at <http://foreclosures.uslegal.com/>.

Information and Resources

Foreclosure definitions:

<http://definitions.uslegal.com/f/foreclosure/>

<http://definitions.uslegal.com/f/foreclosure-consultant/>

<http://definitions.uslegal.com/s/sheriffs-sale/>

<http://definitions.uslegal.com/d/deficiency-judgment/>

<http://definitions.uslegal.com/h/home-affordable-modification-program-or-hamp/>

Q&A Services (<http://answers.uslegal.com/category.php?cId=109>) are available at USLegal.

Landlord-Tenant

The legal relationship between landlord and tenant is among the oldest and most common in the United States. Commercial and residential tenancies drive the national economy and house millions. The rights and obligations of the landlord and tenant are typically enumerated in a legally binding contract known as a "lease agreement." Each state has adopted a unique set of laws governing the parties' interaction and placing minimum requirements and other standards on the lease agreement and other aspects of tenancy.

US Legal has developed a comprehensive array of legal forms and information related to the landlord tenant relationship in both the commercial and residential fields. Our forms are developed and maintained by attorneys, to ensure maximum reliability and compliance with current state statutes. With US Legal, you can be confident that the lease agreement and related landlord-tenant forms for your state will reflect your state's unique laws, rather than containing the generic language relied on by free-forms sites and fly-by-night operations.

As a landlord, your lease agreement is vital to a manageable, beneficial experience with your tenants. Failure to secure a proper lease agreement can tie up your property for months in court if something goes wrong. Trust us to provide the reliable, state-specific forms and information you need. That's been our goal at US Legal since opening our doors in 1997.

Learn More at www.Landlordtenant.USLegal.com.

Landlord Tenant Forms

Locate Landlord Tenant forms packages and individual Landlord Tenant forms on USLegalForms at <http://www.uslegalforms.com/landlordtenant/General.htm>.

Information and Resources

Landlord Tenant Definitions (<http://definitions.uslegal.com/search.php?q=landlord>), Law Digest (<http://landlordtenant.uslegal.com/>), and Q&A Services (<http://answers.uslegal.com/category.php?cId=16>) are all available at USLegal.

Power of Attorney

A power of attorney is a legal document which allows you to appoint another person to act as your agent to manage your health, property, financial and other affairs. A power of attorney can begin immediately or go into effect at some time in the future such as if you become incapacitated and can no longer make decisions over your affairs.

A power of attorney allows your spouse, a parent, or another competent person to act for you in your behalf. They are required in certain situations when a person is unable to act on their own behalf, such as being disabled or away on military service or other duties. The main purpose of a power of attorney is to appoint someone to make decisions, sign documents, and carry out other important acts when you are unable.

The person granting the power to act is called the principal. The person who receives authorization to act on another's behalf is called the attorney-in-fact or agent. There are different types of powers of attorney. A "durable" power of attorney stays valid even if you become unable to handle your own affairs (incapacitated). If you don't specify that you want your power of attorney to be durable, it will automatically end if you later become incapacitated. A general power of attorney gives the person you choose the power to manage your assets and financial affairs while you are alive a limited power of attorney allows the principal to give only specific powers to the agent. The limited power of attorney is used to allow the agent to handle specific matters when the principal is unavailable or unable to do so. Both general and limited powers of attorney may be for a fixed period and can be revoked by you at any time providing you still have the legal capacity to do so. A power of attorney ceases when you die.

Disability can strike any of us at any time. If a person becomes incapacitated and failed to appoint an attorney-in-fact, then no person may sign deeds, make gifts, or make other decisions without court intervention. A power of attorney may be needed to access joint accounts and conduct other transactions. Without a power of attorney, the spouse, parent or other interested party must petition the appropriate court to be appointed as guardian of the incapacitated person. This process usually costs between \$2,500.00 and \$5,000.00.

By signing a durable power of attorney prior to incapacity, a guardianship proceeding can usually be avoided and the attorney-in-fact can usually act on behalf of the incapacitated person in all regards.

Power of Attorney Forms

Locate Power of Attorney forms packages and individual Power of Attorney forms on US LegalForms at <http://www.uslegalforms.com/powerofattorney/>.

Information and Resources

Power of Attorney Definitions (<http://definitions.uslegal.com/search.php?q=power>), Law Digest (<http://powerofattorney.uslegal.com/state-laws/>), and Q&A Services (<http://answers.uslegal.com/category.php?cId=23>) are all available at US Legal.

Wills and Estates

A will is vital to ensure that the wishes of the deceased are carried out. A will is a legal document used to distribute personal property, real property, money, and particular items to the intended beneficiaries. A will helps you protect items of family or sentimental value from being sold in the estate administration process. It allows you to name an executor who will administer your estate and see that all the provisions and stipulations of your last wishes are carried out in an orderly fashion. Generally, for a will to be valid you must sign it in the presence of two witnesses who can attest to your signature.

Without a will, a deceased's property will be distributed according to the state intestacy statute, which vary by state, or may escheat (be forfeited to) the state. This may take longer and cost more than if there is a will, and can also mean that your possessions and belongings may not be distributed as you would have wished. Your estate might wind up being administered by a total stranger appointed by the court. A will is the only way to ensure that your loved ones and favorite charities aren't deprived of your generosity.

Even if you are married, living with a partner or have children, it is wrong to assume that they will automatically receive your estate should you die. For example, suppose you die in a car wreck caused by a drunk driver. Even if you have no assets, your estate might have a wrongful death suit that recovers millions, all of which will be divided up by the state if there's no will. Should both parents of a child or children die without a will, a court-appointed guardian takes custody of any minor children and of the parents' estate.

Other advantages of making a will, among others, include:

- It is only through making a will that you can choose individuals you trust to act as your own personal representatives, who will take charge of your estate, wind it up and distribute it according to your wishes.

- With a will, you may make arrangements for the guardianship of any dependent children and so ensure that they are cared for as you would have wished.
- Many people also use their will to give specific instructions for their burial, cremation, or possibly for the donation of organs for medical research.
- A will also can avoid tax consequences that may result in its absence. A properly prepared will can greatly reduce estate tax liability.
- A will can save your family from the burdens of intestate distribution procedures and avoid family disputes

Learn More at www.Wills.USLegal.com.

Wills and Estates Forms

Locate Wills and Estates forms packages and individual Wills and Estates forms on US LegalForms at <http://www.uslegalforms.com/wills/>.

Information and Resources

Please see the following links for more information about Wills and Estates:

- <http://definitions.uslegal.com/w/wills/>
- <http://definitions.uslegal.com/e/executors-and-administrators/>
- <http://definitions.uslegal.com/e/executors-bond/>
- <http://definitions.uslegal.com/w/wills-advancement/>
- <http://definitions.uslegal.com/w/wills-residuary-estate/>
- <http://definitions.uslegal.com/p/pour-over-will/>
- <http://definitions.uslegal.com/p/probate/>
- <http://definitions.uslegal.com/t/testacy/>
- <http://definitions.uslegal.com/t/testamentary-capacity/>
- <http://definitions.uslegal.com/t/testamentary/>
- <http://definitions.uslegal.com/i/intestate/>

Contracts

A contract is a binding agreement between two or more parties. This agreement creates one or more obligations. Each party to a contract is legally bound to do, or to refrain from doing, certain acts. The essence of a contract is that by mutual agreement, parties create obligations that can be legally enforced. The elements of a contract are: an agreement; between competent parties; based upon the genuine assent of the parties; supported by consideration; made for a lawful objective; and in the form required by law.

A contract may relate to virtually any type of transaction. Contracts may relate to performance of a service, sale, or transfer of ownership of property, or a combination of these types of transactions. Parties to a contract may be individuals, partnerships, corporations, or even governments. There may be more than two persons to a contract.

With some exceptions, only the parties making a contract have rights or duties under the contract.

It is possible for other persons to have rights and duties with respect to a contract other than the original parties to the contract. For example, rights under a contract may be assigned to a third person. Also, a contract may be made for the benefit of a third person as in a life insurance contract. A life insurance contract involves the insurance company, the insured, and the beneficiary.

An express contract is a contract in which the agreement of the parties is evidenced by their words, whether spoken or written. An implied contract is a contract in which the agreement is not shown by written or spoken words, but by the acts and conduct of the parties. For example, suppose a customer leave his watch with a jeweler to be repaired but nothing is said with regard to how much would be charged for the repairs. Under such circumstances, the customer would be obligated to pay the reasonable value of the services, even though no specific agreement had ever been made.

One of the essential elements of a contract is an agreement. An agreement shows that the parties have bound themselves to act or refrain from acting in a manner specified by the contract. It is essential to a contract that there be an offer and, while the offer is still in existence, it must be accepted without qualification.

An offer can be withdrawn before acceptance and therefore prevent a contract from arising. If an offer is terminated, an attempted acceptance after the termination has no legal effect. It would be viewed as a counteroffer which could be accepted or rejected. If Smith makes an offer to Jones to sell Jones a car for \$10,000.00, and Jones replies to this offer to buy the car for \$7,500.00, the original offer is terminated. Jones in effect is refusing the original offer and making a counteroffer. The original offer of \$10,000.00 cannot be accepted. A new offer of \$10,000.00 can later be made, but the original offer is dead. A rejection also terminates an offer. A rejection is an offeree's communication that an offer is unacceptable.

Parties to an agreement must have contractual capacity before the agreement will be binding on both parties. Contractual capacity is the ability to understand that a contract is being made and to understand its general nature. The fact that a person does not fully understand the meaning and all ramifications of a contract does not mean that the person lacks contractual capacity. If any party to a contract does not have contractual capacity, the contract is either void or voidable. The term "voidable" means that it can be declared void, but is not automatically void. Some sort of affirmative action must be taken to avoid the liability under a contract that is said to be voidable.

Some classes of persons such as people under the age of 21, or in most states, under the age of 18, are deemed by law to lack contractual capacity. With some exceptions, a contract made by a minor is voidable. The minor, in other words, may avoid the legal liability under a contract. Upon reaching the age of majority, a minor may affirm or ratify the contract and therefore make it contractually binding on him.

A person who has been declared by a court to be mentally incompetent lacks the capacity to make a contract. The cause of the mental incompetency is immaterial. If the person does not have the mental capacity to understand that a contract is being made or the general nature of the contract, the person lacks contractual capacity.

Another essential element of a contract is the consent or understanding of the parties regarding the proposed contract. The consent or assent of a party to an agreement must be genuine and voluntary. This assent will not be genuine or voluntary in cases of deception or undue pressure (i.e., duress).

Even though there has been an offer and an acceptance, an agreement may not be enforceable if there is no consideration. Consideration is what the promisor demands and receives as the price for the promise. The promisor is the person making the promise, and the promisee is the person to whom the promise is made. Consideration consists of something that the promisor is not otherwise entitled to. It is not necessary to use the word "consideration" in a contract. While economic value (e.g., money) is the most common form of consideration, consideration does not have to involve money. In order for a contract to be enforceable, each party to the contract must change his or her legal position in some way.

Courts will not enforce contracts that are illegal or violate public policy. Such contracts are considered void. For example, a contract for the sale of illegal drugs would be illegal and unenforceable. A contract waiving any gross negligence that occurred in carrying out the contract would be void as a violation of public policy.

A contract is unenforceable if it is not in the form required by law. All contracts do not have to be in writing. Oral contracts can be just as valid and enforceable as written contracts. However, the law requires that certain contracts must be in writing in order to be enforceable by a Court. The state statutes that require certain contracts to be in writing are called statutes of fraud. Statutes of fraud require that either the contract itself be in writing and signed by both parties or there must be a sufficient memorandum of the agreement signed by the party being sued for breach of contract.

Contract Forms

Locate Contract forms on US LegalForms at <http://www.uslegalforms.com/contracts/>.

Information and Resources

Contract Definitions (<http://definitions.uslegal.com/search.php?q=contract>), Law Digest (<http://contracts.uslegal.com/contracts/>), and Q&A Services (<http://answers.uslegal.com/category.php?cld=90>) are all available at US Legal.

Corporations

A corporation is an artificial person that is created by governmental action. The corporation exists in the eyes of the law as a person, separate and distinct from the persons who own the corporation (stockholders). This means that the property of the corporation is not owned by the stockholders, but by the corporation. Debts of the corporation are debts of this artificial person, and not of the persons running the corporation or owning shares of stock in it. The corporation can sue and be sued in its own name. The shareholders cannot normally be sued as to corporate liabilities.

A public corporation is one established for governmental purposes and for the administration of public affairs. A city is a public or a municipal corporation acting under authority granted to it by the state.

A private corporation is one organized by persons, either profit or nonprofit. Private corporations are often called "public" when the stock is sold to the public and traded on the stock exchanges.

A corporation is called a domestic corporation with respect to the state under whose law it has been incorporated. Any other corporation going into that state is called a foreign corporation. For example, a corporation holding a Texas Charter is a domestic corporation in Texas, but a foreign corporation in all other states. A foreign corporation must qualify to do business in a foreign state.

Special service corporations are corporations formed for transportation, banking, insurance, and similar specialized functions. These corporations are subject to separate codes or statutes with regard to their organization.

A corporation whose shares are held by a single shareholder or a closely-knit group of shareholders (such as a family) is known as a close corporation. The shares of stock are not traded publicly. Many of these types of corporations are small firms that in the past would have been operated as a sole proprietorship or partnership, but have been incorporated in order to obtain the advantages of limited liability or a tax benefit or both.

A corporation may be organized for the business of conducting a profession. These are known as professional corporations. Doctors, attorneys, engineers, and CPAs are the types of professionals who may form a professional corporation. Usually there is a designation P.A. or P.C. after the corporate name in order to show that this is a professional association or professional corporation.

A nonprofit corporation is one that is organized for charitable or benevolent purposes. These corporations include certain hospitals, universities, churches, and other religious organizations. A nonprofit entity does not have to be a nonprofit corporation, however. Nonprofit corporations do not have shareholders, but have members or a perpetual board of directors or board of trustees.

A Subchapter S corporation is a corporation in which the shareholders elect to be treated as partners for income tax purposes. Shareholders still have limited liability protection of a corporation, but income is treated like partnership income. Subchapter S refers to a particular subdivision of the Internal Revenue Code. The number of shareholders is limited to 75 shareholders and neither corporations nor partnerships can be shareholders in a Subchapter S corporation. Also, shareholders must be U.S. citizens or resident aliens.

Learn More at <http://uslegal.com/corporations/>.

Corporate Forms

Locate Corporate forms on US LegalForms at <http://www.uslegalforms.com/corporatecenter/>

Information and Resources

Corporation Definitions (<http://definitions.uslegal.com/search.php?q=corporat>), Law Digest (<http://uslegal.com/corporations/>), and Q&A Services (<http://answers.uslegal.com/category.php?cId=71>) are all available at US Legal.

Small Business

A small business is a business that is privately owned and operated, with a small number of employees and having relatively low volume of sales. A small business may be in the form of a sole proprietorship, corporation, limited liability company (LLC), limited liability partnership (LLP), partnership or limited partnership (LP).

Small Businesses are at the heart of the US economy. Small business owners face many different matters and as laws become more complex small business expenses increase. Generally in the United States, small businesses have fewer than 100 employees.

USLegal Small Business is designed to provide small business owners with free legal information, products, forms, and services.

Learn More at <http://smallbusiness.uslegal.com/>.

Small Business Forms

Locate Small Business forms on US LegalForms at <http://www.uslegalforms.com/smallbusiness/>

Construction

A contractor in the context of construction may be defined as any person who in any capacity undertakes, offers to undertake, purports to have the capacity to undertake, or submits a bid to, or does himself or by or through others, perform construction. Construction may be defined as the performance of building, altering, repairing, adding to, subtracting from, improving, reconstructing, moving, excavating, wrecking or demolishing any building, highway, road, bridge, or other structure, project, development or improvement to real property, or to do any part thereof, including the erection of scaffolding or other structures or works in connection therewith.

The business of building or construction contractors is one that state legislatures regulate in the interest of the public welfare. For example, a legislature may provide that building permits be issued only to duly licensed general contractors. The purpose of a contractors' licensing act is threefold:

- to protect the public against the consequences of incompetence and dishonesty by those who provide building and construction services;
- to require contractors who want to engage in particular types of construction work to meet certain standards of responsibility, such as experience and ability; and
- to create a market in which consumers may contract with competent, reliable construction contractors who have passed the scrutiny of a licensing division, thus preventing the exploitation of the public by incompetent and dishonest contractors who are unable or unwilling to obtain licenses.

A contractor's license may be revoked for the violation of the provisions of a statute, such as the abandonment of a construction project that the licensee has undertaken, or the failure to complete a project for the agreed price. A construction contract must fulfill the same requirements as any other type of contract in regard to matters such as offer and acceptance, sufficiency of consideration, legality, and form.

A building and construction contract generally provides not only for the construction of the project, but also for many matters that are incidental to the project. For example, such a contract may provide for the carrying of liability insurance, workers' compensation, and fire insurance. A building and construction contract will typically specify the duties, responsibilities, and liabilities of each of the parties, as well as those of any employed architect or engineer. Of course the amount and method of compensation is an important part of such a contract.

A building and construction contract often incorporates by reference the plans, drawings, and specifications and therefore does not need to be a long and complicated document. Such a contract should describe the project, identify the parties, set the price and the method of payment, designate the time for completion, and specify the other documents involved, incorporating them into the contract by reference.

By virtue of express statutes in most states, mechanics and material men or persons who furnish materials for the erection of houses or other buildings, are entitled to a lien on the houses and buildings erected and to the land. This lien is used to enforce payment in

order to clear the title to the property, because property with a lien on it cannot be easily sold until the lien is satisfied (paid off).

In some states, a claim must be filed in the office of the clerk of the court or a suit brought within a limited time. On the sale of the building these liens are to be paid pro rata. In some states no lien is created unless the work done or the goods furnished amount to a certain specified sum, while in others there is no limit to the amount. In general, none but the original contractors can claim under the law; however, in some jurisdictions, sub-contractors have the same right.

Learn More at <http://constructionliens.uslegal.com/>.

Corporate Forms

Locate Construction forms on US LegalForms at
<http://www.uslegalforms.com/formspackages/contractors-forms-package.htm>
<http://www.uslegalforms.com/constructionliens/>
<http://www.uslegalforms.com/contractors/>

Information and Resources

Construction Definitions (<http://definitions.uslegal.com/search.php?q=construction/>), Law Digest (<http://constructionliens.uslegal.com/state-laws/>), and Q&A Services (<http://answers.uslegal.com/category.php?cId=49>) are all available at US Legal.

Employment

The relationship of an employer and an employee exists when, pursuant to an agreement of the parties, one person, the employee, agrees to work under the direction and control of another, the employer, for compensation. The agreement of the parties is a contract, and it is therefore subject to all the principles applicable to contracts. The contract may be an express contract. In other words, the duties of the employee will be specifically set forth in the contract. The contract may also be implied. Most employment contracts are implied oral agreements. In this type of arrangement, the employer is accepting the services of the employee that a reasonable person would recognize as being such that compensation would be given to the employee.

Learn More at <http://employment.uslegal.com/>.

Employment Forms

Locate Employment forms on US LegalForms at
<http://www.uslegalforms.com/formspackages/employment-forms-packages.htm>
<http://www.uslegalforms.com/employmentforms/>
<http://www.uslegalforms.com/employment-application.htm>

Information and Resources

Employment Definitions (<http://definitions.uslegal.com/search.php?q=employ>), Law Digest (<http://uslegal.com/employment/>), and Q&A Services (<http://answers.uslegal.com/category.php?cId=83>) are all available at US Legal.

Real Property

Learn More at <http://employment.uslegal.com/>.

Employment Forms

Locate Real Estate forms on US LegalForms at
<http://www.uslegalforms.com/realestate/>
<http://www.uslegalforms.com/home-sales.htm>
<http://www.uslegalforms.com/deedforms/>

Information and Resources

Please see the following links for more information about Real Estate:

<http://definitions.uslegal.com/g/grantee/>
<http://definitions.uslegal.com/g/grantor/>
<http://definitions.uslegal.com/t/tenants-in-common/>
<http://definitions.uslegal.com/j/joint-tenancy/>
<http://definitions.uslegal.com/r/real-estate-deeds/>
<http://definitions.uslegal.com/r/real-estate-easements/>
<http://definitions.uslegal.com/r/right-of-way/>
<http://definitions.uslegal.com/a/adverse-possession/>
<http://realestate.uslegal.com/adverse-possession/>

Law Digest (<http://realestate.uslegal.com/disputes/>) and Q&A Services (<http://answers.uslegal.com/category.php?cId=52>) are all available at US Legal.

WHAT YOU NEED TO KNOW TO BE PREPARED FOR AN EMERGENCY/NATURAL DISASTER

USLegalForms hopes to counter the common misbelief that "there is nothing I can do about disaster" and to motivate people and communities to take the steps necessary to better protect themselves, their assets, and financial and legal affairs. According to the National Weather Service, the United States is impacted every year by an approximate average of 10,000 thunderstorms, 2,500 floods, 1,000 tornadoes, and 10 hurricanes. The need for disaster preparedness has increased in importance due to the alarming rate at

which the number of disasters in the United States is rising. This increase is not necessarily because these natural hazard events have become more frequent, but because of population increases and the development of new communities in floodplains, along oceanfronts, and in areas subject to earthquakes, landslides and wildfires. People in disaster prone areas need to create a life documents file and prepare essential legal forms, such as a will, living will, power of attorney, and letter of instruction, to help minimize the difficulties faced in dealing with the aftermath of a natural disaster.

Some of the steps you can take to protect your important documents' and information's vulnerability include:

- * Raising computers above the flood level and moving them away from large windows.
- * Storing vital documents (plans, legal papers, etc.) in a secure off-site location, such as a safety deposit box or attorney's office. Generally, originals of wills should not be kept in a safe deposit box since the box may be sealed temporarily after death. Keep originals of wills with your local registrar of wills or your attorney.
- * Regularly backing up vital electronic files and storing backup copies in a secure off-site location.
- * Buying a lockable, durable "evacuation box" you can quickly access and grab in the event of an emergency. Put copies of your life documents and a safe deposit key into the box in sealed, waterproof plastic bags.

Some of the most common disasters that necessitate the need for a life documents file include floods, earthquakes, fires, hurricanes, landslides, terrorism, thunderstorms, and tornadoes.

- * Earthquake - People often assume that they will be protected from financial losses in an earthquake due to federal disaster aid. However, federal disaster aid does not protect the individual homeowner from loss. The most common federal aid after a disaster is low-interest loans, but you still need to pay the loan back.

Standard homeowner and tenant insurance policies do not cover losses that result from earth movement. However, you can purchase an earthquake endorsement to your standard homeowner's or renter's insurance policy. An earthquake endorsement generally excludes damages or losses from floods and tidal waves - even when caused or compounded by an earthquake. However, loss caused by landslide, settlement, mudflow and the rising, sinking and contracting of earth may be covered if the damage resulted from an earthquake. Earthquake insurance primarily covers major losses, and a deductible typically applies. Some earthquake policies cover dwelling contents and structure separately. This means the deductible amount applies separately to the:

- * Total amount of the loss for contents
- * Total amount of the loss for the structure

* Total amount of the loss for unattached structures like garages, sheds, driveways or retaining walls

Therefore, if your deductible is 10%, a \$200,000 home with \$100,000 contents would only exceed the deductibles if structural damage exceeds \$20,000 and contents damage exceeds \$10,000.

Factors to weigh in considering whether to purchase earthquake insurance include:

- * how close you live to active earthquake faults
- * the frequency of seismic activity of the region
- * type of building, and foundation construction and materials used
- * quality of workmanship
- * whether earthquake resistance was factored into the building's design
- * type and condition of soil at the site and slope of the land
- * fill material
- * geologic structure of the earth underneath
- * annual rainfall
- * value of the building and its contents
- * cost of the insurance, amount of the deductible, and restrictions on coverage (i.e. living/relocation expenses may not be covered)

* Fires and Tornadoes - Fire damage losses due to accidental fire, wildfire, or lightning, tornadoes, and windstorms are typically covered as basic perils under a standard homeowner's policy. A mortgage lender will often require you to have fire hazard insurance to protect their investment.

Some tips for insuring your dwelling from loss include:

1. The most common difficulty faced by those insured when filing a claim is proving the value of the dwelling contents. It is recommended that you videotape your home and valuables and store the tape somewhere it will be safe from destruction.
2. Local ordinances may require partially damaged older dwellings to meet new building code requirements when rebuilt, even if the area wasn't damaged by the event. There are insurance policies that will cover those extra costs, so ask your insurance agent about the specifics of your policy.
3. Review your property value and insurance coverage every few years. The housing boom has increased the cost of building materials, which increases the cost of rebuilding a burned home. If insurance has not been upgraded to meet the market conditions, you may not be entirely covered.

* Flood - Rain entering through wind-damaged windows, doors or a hole in a wall or the roof, resulting in standing water or puddles, is considered windstorm damage and is covered by your homeowner's policy, rather than flood insurance. A flood is defined as "a general and temporary condition during which the surface of normally dry land is partially or completely inundated". Flooding can be caused by heavy rains, melting snow,

by inadequate drainage systems, failed protective devices such as levees and dams, as well as by tropical storms and hurricanes.

It is important to understand that a homeowner's policy does not cover flood damage. Flood damage must be covered under flood insurance through the National Flood Insurance Program (NFIP). Disaster relief only applies in certain situations, requiring your property to be presidentially declared a disaster area. Federal aid relief is funded through taxpayer dollars and often must be repaid with interest.

In 1968, Congress created the National Flood Insurance Program (NFIP) in response to the rising cost of taxpayer funded disaster relief for flood victims and the increasing amount of damage caused by floods. Nearly 20,000 communities across the United States and its territories participate in the NFIP by adopting and enforcing floodplain management ordinances to reduce future flood damage. In exchange, the NFIP makes federally backed flood insurance available to homeowners, renters, and business owners in these communities. Flood insurance is available to any property owner located in a community participating in the NFIP.

Homeowner coverage limits are up to \$250,000 for the home's structure and up to \$100,000 for its contents. Renters can purchase a contents policy. For commercial buildings, coverage limits are \$500,000 for the building and \$500,000 for its contents. In some states, a separate hurricane deductible applies for a hurricane loss. This deductible is often a percentage of the insured value of the home or a dollar deductible that is higher than for other causes of loss. For example, if a house is insured for \$100,000 and has a 3 percent deductible, the first \$3,000 of a claim must be paid out of the policyholder's pocket. Companies usually offer a range of hurricane deductibles. The NFIP encourages people to purchase both building and contents coverage for the broadest protection.

* Terrorism- Terrorism is the use of force or violence against persons or property in violation of the criminal laws of the United States for purposes of intimidation, coercion, or ransom. High-risk targets for acts of terrorism include military and civilian government facilities, international airports, large cities, and high-profile landmarks. Terrorists might also target large public gatherings, water and food supplies, utilities, and corporate centers. Terrorists are also capable of spreading fear by sending explosives or chemical and biological agents through the mail.

* Dwellings - Acts of terrorism which cause damage to property and personal possessions are generally covered under a standard homeowners insurance policy. Even though the policy doesn't specifically reference acts of terrorism, the damage due to explosion, fire and smoke caused by a terrorist attack would be covered. In the case of condominium or co-op owner policies, damage to personal possessions resulting from acts of terrorism would be covered. However, the condo/co-op board would have to separately purchase terrorism coverage to insure against damage to the common areas of a building like the roof, basement, elevator, boiler and walkways. Similarly, renters' policies would cover damage to personal possessions caused by a terrorist attack, but the landlord would need to purchase terrorism coverage for the apartment complex itself.

* Automobile and Life Insurance - In order to insure against an auto getting damaged or destroyed in a terrorist attack, a policyholder has to purchase "comprehensive" coverage. Most people who have loans on their cars or lease are required by lenders and leasing companies to carry this optional form of coverage. If you have liability coverage only, you are not covered in the event your vehicle is damaged or destroyed as the result of a terrorist attack.

Life insurance policies do not contain terrorism exclusions. If the insured is killed due to an act of terrorism, proceeds will be paid to the beneficiary as designated on the policy.

Both personal and commercial insurance policies restrict coverage for nuclear, biological, chemical and radiological (NBCR) events from acts of war. No formal declaration of war by Congress is required for the war risk exclusion to apply. Under the Terrorism Risk Insurance Act (see below), if some NBCR exclusions are permitted by a state, an insurer is allowed to excluded coverage.

In 2002, President Bush signed the U.S. Terrorism Risk Insurance Act (TRIA), which provides federal insurance backup for insurers, so that they will share the risk of loss from future terrorist attacks with the U.S. government. On December 22, 2005, President Bush signed into law the Terrorism Risk Insurance Extension Act of 2005, which extends TRIA through December 31, 2007. Under TRIA, owners of commercial property, such as office buildings, factories, shopping malls and apartment buildings, must be offered the opportunity to purchase terrorism coverage. For an event to be covered as an act of terrorism under TRIA, it must be certified as such by the Secretary of Treasury, in concurrence with the Secretary of State and the Attorney General. To be certified, damage must result from international terrorism committed on behalf of any foreign person or foreign interest on U.S. soil (however, damage to an air carrier or vessel outside the U.S., or to a the premises of a U.S. mission is covered by TRIA). Acts committed by domestic terrorists or in the course of war as declared by Congress (except as covered for purposes of workers' compensation), are not covered under the bill. The aggregate losses resulting from the terrorist act must exceed \$5 million in order to be subject to the program.

WHAT TO DO ON YOUR COURT DATE

1. Be on time. Better yet, arrive early for your court hearing. However, be prepared to wait in case earlier cases take longer than expected. Give yourself plenty of extra time to get to the courthouse. Most courts have metal detectors at their entrances, so it may take extra time to enter the courtroom. Any bags or packages that are brought to court are subject to inspection. Weapons are not permitted. When you come to court, bring copies of any papers you want the judge to see. The court will keep any item or papers offered in evidence.

2. Dress appropriately. It is important for you to dress in a manner that shows respect for the court and for the legal proceeding that is taking place. Plan to dress as though you were going to an important job interview or attending a special occasion.
3. Be respectful to everyone. Call the judge “Your Honor.” Always stand when the judge or other judicial officer enters or leaves the bench. Address all comments to the judge, except when you are questioning a witness.
4. Listen carefully and wait your turn to speak or respond. Do not interrupt others when they are talking. Everyone will get a chance to tell their side of the story. Be polite even if you do not agree. If you have an objection to testimony or documents presented to the court, your objections have to be made according to court rules and procedures.
5. An official record will be kept of the courtroom proceedings. All of your comments will be recorded. Be sure to speak clearly, slowly, and at a volume that can be heard and understood.
6. If other people are coming with you to court, only bring people who are needed for your case as a witness and maybe a few people to support you. Remember that the appearance and behavior of anyone who joins you in the courtroom will reflect directly on you and your case. Therefore, your friends and family members should dress and act appropriately to show respect for the court and the important proceedings of which you are a part.
7. Do not bring children with you to court, unless you are specifically asked to do so by the judge, an attorney or the guardian ad litem (GAL), or unless the child is a witness in the case or will provide information to the judge at the hearing.
8. Turn off cellular phones and pagers while in the courtroom, court offices or when attending conferences called by the court.
9. Be prepared to offer a brief summary of your side of the case. You need to tell the judge exactly what you want.
10. When asking your witnesses questions, it is helpful to start by asking them their name and address. If their job is important to your case, you may want to ask them what their occupation is, what their educational degrees are, and how long they have been doing their job. Then you can ask the specific questions that will bring out the information they have about your case.
11. You have the right to ask the other side and their witnesses questions during the hearing. You also have the right to object to testimony or documents/information presented to the court by the other side. However, you have to state the reason for any objection under the appropriate court rules or Rules of Evidence.

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<http://www.lawhelp.org/>

<http://www.aallnet.org/sis/lisp/research.htm>

<http://www.ptla.org/links/services.htm>

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