

Ratification of Agreement

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

1. Notices.

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

If to the First Party: _____.

If to the Second Party: _____.

2. No Waiver.

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

3. Entirety of Agreement.

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

4. Governing Law.

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

5. Headings in this Agreement

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

6. Severability.

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

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

First Party

Second Party

Date

Witness

Ratification of Agreement Review List

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

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

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