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LOANS
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RENTING
PERSONAL PROPERTY SALES
AND MANY MORE!!!

Ralph E. Troisi

Instant Legal Forms:

Ready-to-Use Documents
for Almost Any Occasion

Ralph E. Troisi



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Preface

In an ideal world, everyone would be able to afford an attorney to handle their legal affairs. Attorneys would work quickly and charge fair prices for their work. They would write documents that everyone could understand.

We do not live in an ideal world. Attorneys tend to prepare documents that only other attorneys can understand, and many people fear and distrust attorneys—so they either neglect legal matters or try to handle them without an attorney.

I wrote this book to explain, in plain English, commonly used legal documents. I wanted to help people—especially those who could not afford an attorney—prepare simple legal documents themselves, rather than have them neglect their legal affairs. I wanted to explain which documents non-lawyers could prepare, and which they could not prepare. For documents in the latter category, this book provides information to help the reader use an attorney wisely.

How to Use This Book

This book explains commonly used legal documents. It will help you lend money; buy, sell, or rent a car, house, or other property; obtain information and records; write a will; avoid probate; avoid artificial life-support systems; protect yourself in dealing with home improvement and other contractors; appoint someone to handle your affairs in case you become disabled; and much more.

This book gives you forms for common legal documents and step-by-step instructions to fill out those forms. It not only includes blank forms for you to photocopy, but it also provides sample documents so you can see how completed forms should look. The samples are explained simply and thoroughly.

The forms in this book are for use in simple, straightforward situations. If your situation is not simple, you should consult an attorney. Reading this book will prepare you to talk with an attorney about your situation.

GENERAL INSTRUCTIONS

The following general instructions apply to all the forms in this book:

Typewriter or Pen You may use a typewriter, or print with nonerasable ink, when completing the forms in this book.

Size of Paper You may use letter- or legal-size paper for any legal document, except where noted. You may use other sizes for most documents, but if you intend to record a document at your county recorder's office, you should only use letter- or legal-size paper. Some recorder's offices will refuse to record odd-shaped documents.

Changes in Documents You should not make any changes in a will, living will, deed, assignment, or power of attorney. If you need to make any changes in these documents, prepare a new document. If you need to make minor changes in a receipt, consent, rental agreement, or other form in this book not mentioned above, you can do so as long as all the parties who sign the form also initial the changes. Do not go overboard in making changes in a form. If the changes are more than a few minor ones, prepare a new document.

Remaining Blanks The forms in this book contain blank lines in which you fill in the information necessary to complete the forms. You will not always use all of these blank lines. Mark a large, wide "X" through any unused portions of these lines. Doing so prevents someone from adding information in the blanks which changes the terms of the document.

Initialing of Multipage Forms Some of the forms in this book are more than one page long. For those forms, all of the parties who sign the form should initial each page of the form. Witnesses and notaries do not have to initial each page, only the parties do, although the form is valid even if the parties do not do this. Initialing each page of a form makes it harder for someone to insert a new phony page into the form which changes the terms of the document.

Notarization Certain documents have to be witnessed and/or notarized to be legally valid, such as living wills, wills, affidavits, powers of attorney, assignments, and deeds. Some documents do not have to be witnessed or notarized to be valid, such as residential and personal property rental agreements, bids and contracts with independent contractors, promissory notes, and other documents.

Even though some documents do not have to be witnessed and/or notarized, some county recorder's offices will not record a document unless it is notarized. Some institutions will not honor certain documents, such as consents to release information, unless they are notarized. In order to make the forms in this book more useful to you, witness and/or notary sections are provided for all documents where witnesses and/or notaries are required, for all documents which you might want to record, and for all documents where having the documents witnessed and/or notarized will help convince institutions to honor the documents.

Losing a Document If you lose the original of a document and you did not record the original at your county recorder's office, you should prepare a new document. If you recorded the original at your county recorder's office, you do not need to prepare another original. The recorded copy is legal proof of the contents and signing of the document.

States, Commonwealths, Parishes, and the District of Columbia In the blank forms in this book, all fifty states are referred to as "states," even though Pennsylvania, Virginia, Massachusetts, and Kentucky are really commonwealths. Where blank forms refer to "State" you can delete "State" and put "Commonwealth" in those four states. In the District of Columbia, you can delete references to "County of," and replace "State of" with "District of Columbia." In Louisiana, delete "County" and put "Parish."

DOCUMENTS NOT INCLUDED IN THIS BOOK

The following documents are commonly used legal documents for which this book does not provide forms:

Trusts A trust names a person, called a *trustee*, to manage property for the benefit of another, called a *beneficiary*. The person who creates a trust is the *trustor*. The trustor and the trustee can be the same person.

Trusts have many uses. You can use trusts to reduce taxes or to avoid probate. (Probate is the process of managing a deceased person's affairs through a court.) You can use trusts to appoint a capable person or institution to manage the property of someone who is not capable of managing his or her own property.

Chapters 5 and 6 explain using trusts to avoid probate and to reduce taxes. This book does not provide forms for trusts. Trust agreements, and the documents that accompany trust agreements, are normally too complex for non-lawyers to prepare.

Real Estate Contracts, Mortgages, and Trust Deeds Real estate contracts, mortgages, and trust deeds are three documents that are used to finance the purchase of real estate. All three documents provide that if a buyer does not make the required payments, the seller or lending institution can take back the property that was sold to the buyer.

A seller can use a real estate contract when a buyer cannot obtain financing from a bank. Banks and other lending institutions use trust deeds or mortgages to finance property.

Trust deeds and mortgages differ from real estate contracts in several ways. One important difference is that, with trust deeds and mortgages, title to the property passes to the buyer at the time of the sale. The buyer gets a deed to the property at the time of the sale, even though the buyer still owes money for the property. In a real estate contract the seller does not give the buyer a deed (title) until the buyer pays the seller all the money the buyer owes for the property.

This book does not include forms for real estate contracts, mortgages, and trust deeds because real estate law differs among all 50 states and among counties and cities within each state. For that reason, sellers and buyers of real estate should consult local professionals.

Listing, Earnest Money, and Escrow Agreements Listing agreements, earnest money agreements, and escrow agreements are documents that are used for the sale and purchase of real estate.

A *listing agreement* is an agreement between a seller and a real estate broker. In a listing agreement, the seller agrees that if the broker sells the seller's property, the seller will pay the broker a commission for the sale.

An *earnest money agreement*, sometimes called an *offer to purchase*, is an agreement between a seller and buyer of real estate. It includes the essential terms of the sale of the property. It provides that the buyer will obtain a loan from a bank or other institution to buy the property, or provides that the seller and buyer will prepare a real estate contract to finalize the sale of the property.

From the buyer's point of view, the purpose of an earnest money agreement is to keep the seller from selling the property to someone else while the buyer tries to obtain a loan for the property. From the seller's point of view, the purpose of an earnest money agreement is to bind the buyer to buying the property. If the seller and buyer meet all the conditions in the earnest money agreement and the buyer does not buy the property, the seller can keep the money that the buyer gave the seller when the earnest money agreement was signed. That money is called *earnest money*.

Escrow is a method used to complete, or close, a real estate sale. An *escrow agent* is a middle person between a seller and buyer of property. An escrow agent holds the buyer's down payment and all the signed contracts, mortgages, or trust deeds for the property until the seller and buyer meet all the conditions of the sale. Once all the conditions have been met, the escrow agent records the real estate documents at the recorder's office in the county where the real property is located. After recording the documents, the escrow agent disburses the entire sales amount to the seller if the buyer obtained full bank financing for the property, or disburses the buyer's down-payment if the buyer is not paying the entire sales amount at closing. The escrow agent gives the seller and buyer copies of all the important documents involved in the sale.

This book does not include forms for listing agreements, earnest money agreements, and escrow agreements because of the differences in real estate laws among different states, counties, and cities.

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<p>A receipt is a document which acknowledges the receiving of money or property. The person who gives someone else money or property keeps the receipt as proof that he or she gave the money or property to the other person.</p> <p>Typical receipts include a general receipt, receipt for payment in full, receipt for payment on an account, receipt for money paid for someone else, receipt for rent, and receipt for a salary.</p>	
2 Consent to Release Information and Records	9
<p>A consent to release information and records is a document in which the person signing the consent gives permission to someone else to release information and records to the person signing the consent, or to another person. Hospitals, schools, doctors, banks, and other institutions and persons have a duty of confidentiality to patients, students, and depositors. That duty prevents them from releasing information or records without the consent of the patient, student, or depositor.</p>	
3 Request for Credit Information and Request for Explanation of Denial of a Credit Application	19
<p>A request for credit information is a document which asks a credit agency or other creditor for information that the agency or creditor has in its file on the person signing the request. You can use a request for credit information when a bank or other lender denies your application for credit based on information obtained from a credit agency or creditor. If the lender denies the application because of information obtained from a credit agency, the lender will tell you the name and address of the credit agency. You send a request for credit information to the credit agency to find out what information in the agency's file caused the lender to deny your credit application.</p>	

A request for explanation of denial of a credit application is a document which asks a bank or other lender to explain why the lender denied your credit application. When a lender denies your credit application, the lender will tell you whether or not the denial was based on information obtained from a credit agency or from someone other than a credit agency. If the information came from a credit agency, you send the request for credit information described above to the credit agency to find out what information in the agency's file caused the lender to deny your credit application. If the information came from someone other than a credit agency, the lender will not necessarily tell you the name and address of the information source. You send a request for explanation of denial of a credit application to the lender to discover the source of the information that led to the denial of credit. You then contact that source to discover and possibly correct the information that led to the denial of credit.

4 Affidavit 35

An affidavit is a document in which a person makes a statement and swears to the truth of that statement in front of a person authorized to give oaths, usually a notary public. Since an affidavit is a sworn statement made upon oath, it is similar to a statement made by a witness in a trial. The person who makes an affidavit could be guilty of perjury if he or she knowingly makes a false statement in the affidavit.

5 Will and Affidavit of Witnesses to Will 41

A will is a document that contains a person's instructions for his or her property and other affairs after death. It may include a *codicil*, which is an addition to a will signed after the original will was signed. A will may include an affidavit of the testator or testatrix (the person making the will), and of the witnesses to the will. In the affidavit, the witnesses swear that they saw the person who made the will sign the will in their presence, and that he or she appeared to be of sound mind. The testator or testatrix swears he or she signed his or her will voluntarily. A will is valid even if there is no affidavit of the testator or testatrix and the witnesses. But if an affidavit is not signed and it becomes necessary to probate the will, whoever is managing the estate may have to locate the witnesses, which could delay completion of the probate.

6 Joint Ownership Agreement to Avoid Probate 63

Probate is the court process of managing a deceased person's affairs. It begins when someone petitions a probate court to admit a deceased person's will to probate, or to open a probate for someone who died without a will. Probate takes time and costs money. Sometimes probate is necessary, but often it can and should be avoided. One way to avoid probate is to own all your property jointly with right of survivorship with one or more other people. When one joint owner dies, ownership of the property automatically belongs to the surviving joint owner.

7 Living Will 91

A living will is a document that expresses your desire to be allowed to die a natural death. Medical technology enables doctors and hospitals to keep people alive by artificial means. If you do not want to be kept alive by artificial means, a living will directs your doctors, family, and others not to keep you alive by these means.

8 Residential Rental Agreement 115

A rental agreement is an agreement in which the owner of property gives a renter the temporary use of the owner's property for a fee. In a residential rental agreement an owner, called a *landlord*, allows a renter to use a house owned by the landlord as the renter's home.

9 Personal Property Rental Agreement 137

In a rental agreement for personal property, an owner of personal property allows a renter to use a car, boat, or other personal property for a fee. Personal property includes goods and movable objects, such as cars, boats, lawn mowers, typewriters, etc. Personal property does not include real property, such as land or buildings attached to land.

10 Deed 153

A deed is a document that transfers ownership of real property from one person to another. Ownership of real property is also known as having “title” to property. Real property includes land and buildings attached to land. There are different types of deeds, such as warranty deeds, special warranty deeds, and quitclaim deeds. The differences among deeds involve whether or not they include warranties, sometimes called *covenants*, about the property.

11 Promissory Note 185

A promissory note is a document in which the signer of the note promises to pay the holder of the note a certain amount of money on certain terms. You can use a promissory note when you lend money to another person.

12 Bill of Sale 199

A bill of sale is a document in which the owner of personal property transfers ownership of the property to another person. A seller of personal property usually gives a bill of sale to a buyer when the property does not have a certificate of title, but can also give a bill of sale to a buyer even if the property has a certificate of title, because the bill of sale can include more information than the transfer section of the certificate of title. For example, a bill of sale can include a warranty that the property is in good working condition at the time of the sale.

13 Personal Property Sales Contract 211

A sales contract for a car, boat, or other personal property is a written agreement in which the seller of personal property finances the buyer’s purchase of the property. A personal property sales contract is used when a seller gives possession of personal property to a buyer before the buyer has paid the full price for the property. The contract describes who the seller and buyer are, what property is being sold, the price and terms of payment, who is responsible for maintaining, repairing, and insuring the property, and other terms of the agreement between the parties.

14 Contract with an Independent Contractor (Home Improvement, Landscaping, Etc.) 237

An *independent contractor* is someone who is in business for himself or herself. An independent contractor is not an “employee” of someone else. Whether or not a worker is an independent contractor or an employee depends on the particular circumstances of the job. The important factors are the method of payment of the worker and who has the right to direct what is done, how it is done, and when it is done.

Contracts with independent contractors range from hiring a landscaper to perform a one-day job on your property to hiring an accountant to manage the records of a multimillion-dollar company. When you hire a builder to build a new home for you, the builder is usually an independent contractor.

A contract with an independent contractor describes who the parties to the agreement are, what work the independent contractor will do for the property owner, the price and terms of payment for the work, when the contractor will complete the work, who is responsible for workers’ compensation, social security,

and other insurance coverage, and other terms of the agreement between the parties.

15 Power of Attorney

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A power of attorney is a document in which one person gives another person the power to perform certain acts in his or her behalf. A *general* power of attorney gives someone the power to perform a broad range of acts, while a *special* power of attorney only gives someone the power to perform a particular act. A power of attorney can authorize someone to buy, sell, or deal in other ways with the property of the person who gives the power, or it can authorize someone to make health care and other personal decisions for the person who gives the power.

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Chapter 1

Receipt

A receipt is a written document that acknowledges the receiving of money or property. The person who receives the money or property signs and dates the receipt. The person who gives the money or property keeps the receipt as proof that he or she gave the money or property to the receiver. You should always ask for a receipt so that the receiver cannot later deny that you gave him or her the money or property.

Receipts are more useful when you give cash or property than when you give a check. After a check is endorsed and cashed, it will eventually come back to you and serve as proof that you paid the other person.

TYPES OF RECEIPTS

Receipts vary in their description of why someone is giving the property or money to someone else. For example, a receipt can explain that the property given is payment in full of all money or property owed by the giver to the receiver. If the receiver accepts the money or property as payment in full, the receiver cannot claim later that the giver owes the receiver more money or property.

All receipts must include the following:

- what is given
- who is giving
- who is receiving
- when and where the receiving occurs
- date the receiver signed the receipt
- signature of the receiver

The next section of this chapter provides sample receipts and explanations of the samples for the following types of receipts:

- general receipt
- receipt for payment in full
- receipt for payment on an account
- receipt for money paid for someone else
- receipt for rent
- receipt for a salary

The receipts discussed in this chapter are simple receipts. Receipts are usually short and simple, but they can be complex, especially those involving real estate. If you need a receipt for the purchase of real estate or a receipt for a large sum of money with numerous conditions, have an attorney prepare the receipt.

Sample General Receipt (FIG. 1-1)

The sample general receipt contains all the information that a receipt must contain. It describes what is given, who is giving, who is receiving, when and where the receiving occurs, and it is signed and dated by the receiver. It does not explain why Edward L. Harris gave the money to John M. Jones or if any balance remains after the payment, but it does not have to in order to be a valid receipt. Such an explanation, however, is wise to include on a receipt.

Fig. 1-1. General Receipt (Sample)

<p style="text-align: center;">General Receipt</p> <p>This written document acknowledges that on February 2, 1989, at 222 Third Street, Waynecastle, Pennsylvania, 17294, John M. Jones, whose address is 222 Third Street, Waynecastle, Pennsylvania, 17294, received Two Hundred Dollars (\$200.00) from Edward L. Harris, whose address is 333 Fourth Street, Waynecastle, Pennsylvania, 17294.</p> <p>Dated: 2/02/89</p> <hr/> <p style="text-align: right;">John M. Jones</p> <p>© 1989 by Ralph E. Troisi</p>
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Sample Payment-in-Full Receipt (FIG. 1-2)

The sample payment-in-full receipt contains the same information as the general receipt, but adds a clause explaining that the \$200.00 is all the money that Edward L. Harris owes John M. Jones. If there were a dispute later as to how much money Harris owed Jones, this receipt would resolve the dispute. If Jones accepts the \$200.00 and signs this receipt, he cannot recover any more money from Harris. For that reason, before signing such a receipt, Jones should be sure that \$200.00 is all that Harris owes him.

Sample Payment-on-Account Receipt (FIG. 1-3)

The sample payment-on-account receipt explains that the \$200.00 should be applied to a specific account that Edward L. Harris has with John M. Jones. If Harris has more than one account with Jones or if Jones represents a company that has thousands of accounts, the receipt avoids any confusion as to which account should be credited with the payment. The sample describes the balance that remains to be paid after Harris makes this payment. This avoids any confusion as to how much he owes after making the payment.

Be careful in accepting a partial payment of a debt from another person. By accepting a partial payment, you may give up the right to dispute the amount of money that is owed you or other terms of the agreement with the person making the payment.

Fig. 1-2. Receipt for Payment in Full (Sample)

<h2 style="margin: 0;">Receipt For Payment in Full</h2> <p style="margin: 10px 0;">This written document acknowledges that on February 2, 1989, at 222 Third Street, Waynecastle, Pennsylvania, 17294, John M. Jones, whose address is 222 Third Street, Waynecastle, Pennsylvania, 17294, received Two Hundred Dollars (\$200.00) from Edward L. Harris, whose address is 333 Fourth Street, Waynecastle, Pennsylvania, 17294, as payment in full of all money or property owed by Edward L. Harris to John M. Jones.</p> <p style="margin: 10px 0;">Dated: 2/02/89</p> <div style="text-align: right; margin-top: 20px;"> <hr style="width: 30%; margin: 0;"/> <p>John M. Jones</p> </div> <p style="font-size: small; margin-top: 20px;">© 1989 by Ralph E. Troisi</p>

Fig. 1-3. Receipt for Payment on Account (Sample)

<h2 style="margin: 0;">Receipt for Payment on Account</h2> <p style="margin: 10px 0;">This written document acknowledges that on February 2, 1989, at 222 Third Street, Waynecastle, Pennsylvania, 17294, John M. Jones, whose address is 222 Third Street, Waynecastle, Pennsylvania, 17294, received Two Hundred Dollars (\$200.00) from Edward L. Harris, whose address is 333 Fourth Street, Waynecastle, Pennsylvania, 17294, as a payment on Edward L. Harris's Account No. 425623. There remains owing on Account No. 425623 after the payment received herein, the sum of \$2,200.00.</p> <p style="margin: 10px 0;">Dated: 2/02/89</p> <div style="text-align: right; margin-top: 20px;"> <hr style="width: 30%; margin: 0;"/> <p>John M. Jones</p> </div> <p style="font-size: small; margin-top: 20px;">© 1989 by Ralph E. Troisi</p>
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If a dispute arises as to the amount of money owed or as to other terms of an agreement, the parties to the agreement should resolve the dispute before partial payments are made. If there is a dispute as to the balance owed, the parties can resolve the dispute by signing a written statement agreeing that the balance owed is a specific amount of money. If there is a dispute as to other terms of an agreement, the parties can resolve the dispute by signing a written statement agreeing to a resolution of the dispute. If the parties cannot resolve these disputes in this way, each of the parties should consult an attorney before partial payments are made or accepted.

Sample Receipt for Money Paid for Someone Else (FIG. 1-4)

The sample receipt for money paid for someone else explains that the giver, Edward L. Harris, is giving the receiver, John M. Jones, \$200.00 on behalf of someone else, Frederick J. Johnson. Since payment-in-full language is used, if Jones accepts the \$200.00 and signs the receipt, Jones could not claim later that Johnson owes him more than \$200.00.

Fig. 1-4. Receipt for Money Paid for Someone Else (Sample)

Receipt for Money Paid for Someone Else

This written document acknowledges that on February 2, 1989, at 222 Third Street, Waynecastle, Pennsylvania, 17294, John M. Jones, whose address is 222 Third Street, Waynecastle, Pennsylvania, 17294, received Two Hundred Dollars (\$200.00) from Edward L. Harris, whose address is 333 Fourth Street, Waynecastle, Pennsylvania, 17294, as payment in full of all money and property owed by Frederick J. Johnson, whose address is 555 Fifth Street, Waynecastle, Pennsylvania, 17294, to John M. Jones.

Dated: 2/02/89

John M. Jones

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Sample Receipt for Rent (FIG. 1-5)

The sample rent receipt explains that the \$200.00 is the rent Edward L. Harris owes John M. Jones for February 1989 for property located at 333 Fourth Street. If Harris pays his rent in cash, this receipt may be the only proof that he paid his rent for that month.

Fig. 1-5. Receipt for Payment of Rent (Sample)

Receipt for Rent

This written document acknowledges that on February 2, 1989, at 222 Third Street, Waynecastle, Pennsylvania, 17294, John M. Jones, whose address is 222 Third Street, Waynecastle, Pennsylvania, 17294, received Two Hundred Dollars (\$200.00) from Edward L. Harris, whose address is 333 Fourth Street, Waynecastle, Pennsylvania, 17294, as one month's rent on 333 Fourth Street, Waynecastle, Pennsylvania, 17294, for the month of February 1, 1989 through February 28, 1989.

Dated: 2/02/89

John M. Jones

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Sample Receipt for a Salary (FIG. 1-6)

The sample salary receipt explains that the \$200.00 is the salary that Edward L. Harris owes John M. Jones for gardening services in January, 1989. It avoids any dispute as to whether, when, why, or how much Harris paid Jones.

Fig. 1-6. Receipt for a Salary (Sample)

<h2 style="margin: 0;">Receipt for a Salary</h2> <p style="margin: 10px 0;">This written document acknowledges that on February 2, 1989, at 222 Third Street, Waynecastle, Pennsylvania, 17294, John M. Jones, whose address is 222 Third Street, Waynecastle, Pennsylvania, 17294, received Two Hundred Dollars (\$200.00) from Edward L. Harris, whose address is 333 Fourth Street, Waynecastle, Pennsylvania, 17294, as payment of John M. Jones's salary for gardening services rendered to Edward L. Harris from January 1, 1989 through January 31, 1989.</p> <p style="margin: 10px 0;">Dated: 2/02/89</p> <div style="text-align: right; margin-top: 20px;"> <hr style="width: 40%; margin: 0 auto;"/> <p style="margin: 0;">John M. Jones</p> </div> <p style="font-size: small; margin-top: 20px;">© 1989 by Ralph E. Troisi</p>

Instructions for Blank Receipt (FIG. 1-7)

Figure 1-7 is a blank receipt. The form has blank spaces with a number under each space. Before filling in any of the blanks, make several photocopies of the form. Use one copy as a work copy, one as an original, and the rest as future work copies or originals. Fill out the work copy first and be sure it is correct, then type or print in the blanks on your original.

The following numbered instructions match the numbers under the blanks in the form:

- (1) Enter the date that the money or property is received.
- (2) Enter the address where the money or property is received.
- (3) Enter the full name(s) of the person(s), company(s), or organization(s) that received the money or property. If someone received the money or property for a company, organization, or other person, first list the name of the person who received the money or property, then list the name of the company, organization, or person on whose behalf the signer received the property.
- (4) Enter the address(es) of the person(s), company(s), or organization(s) that received the money or property. If someone received the money or property for a company, organization, or for another person, first list the address of the person who received the money or property, then list the address of the company, organization, or person on whose behalf the signer received the money or property.
- (5) Enter a full and accurate description of the money or property that was received. If money was received, type or print the amount of money in words and in numbers. Put the numbers in the parentheses. If property is received, put "none" in the parentheses. If property is received, include any title number, serial number, model number, make (such as Honda, Ford, Chevrolet, etc.), year of manufacture, or other information that will make it clear beyond any doubt what property is being referred to.
- (6) Enter the full name(s) of the person(s), company(s), or organization(s) that gave the money or property.

- (7) Enter the address(es) of the person(s), company(s), or organization(s) that gave the money or property.
- (8) If you want to describe the reason why the money or property is given, you should do so in this blank. For example, if the money or property is payment in full of all sums owed by the giver to the receiver, or is a payment on an account, a payment for someone else, a rent payment, or a salary payment, explain each by including the wording contained in the samples earlier in this chapter. If the money or property is being given for some reason not explained in one of the samples, include an explanation of the reason why the money or property is being given. Remember, a receipt should explain whether a payment is a partial payment or a payment in full of all sums owed by the person making the payment. If the payment is a partial payment, a receipt should state, in this blank, the balance owed after the payment is made. If you do not want to describe the reason why the money or property is given, put "not applicable" in this blank.
- (9) Enter the date the money or property is received, which should be the same date that the receipt is signed by the receiver(s).
- (10) The receiver(s) should sign his, her, or their full name(s) here. If the receiver is receiving the money or property on behalf of a company or organization, the receiver should sign here and indicate that he or she is signing on behalf of the company or organization. For example, the president of a corporation would sign, "Acme Tools, Inc., by: John M. Jones, President". As another example, an employee of a corporation would sign, "Acme Tools, Inc., by: John L. Williams, Shipping Clerk".

After the receipt is signed, the person giving the money or property should keep the original receipt as proof that he or she gave the property or money to the receiver, and the receiver should keep a copy of the receipt for his or her records.