To: Child Support Agency

From: John Doe

**Click or tap to enter a date.**

**Conditional Acceptance NOTICE OF CHANGE IN TERMS OF AGREEMENT**

1. **PARTIES:**

This Notice of Change in Terms of Agreement ("Notice") is made by and between Child Support

Agency, Health and Human Services, and the State of [INSERT STATE NAME] (collectively referred to as "Party One") and John Doe and Jane Doe (collectively referred to as "Party Two").

1. **RECITALS:**

* **WHEREAS** the Parties entered into a previous agreement regarding parental rights and custody

as well as security over the property known as the children which includes child support obligations.

* **WHEREAS** Congress does not have the authority to regulate parental rights under the Social

Security Act as it does not fall within their powers enumerated in the Constitution and parental rights are traditionally considered a matter of state law.

* **WHEREAS** when a parent objects to a private interview between the child and the judge, due

process implications arise. *Gennarini v. Gennarini*, [2 Conn. App. 132](https://casetext.com/case/gennarini-v-gennarini), [477 A.2d 674, 675](https://casetext.com/case/gennarini-v-gennarini#p675) (1984).

* **WHEREAS** the parties recognize that custody equates to possession whereas children are the

possession of their parents and no one may be deprived of their possessions without probable cause and due process of law.

* **WHEREAS** a parent's right to associate with and rear his or her children has been recognized as

A "Liberty interest protected by the Fifth and Fourteenth Amendments to the Constitution of the United States, and . . . is found in the Wyoming Constitution Article 1, § 6, which provides, `[n]o person shall be deprived of life, liberty or property without due process of law.'" *Michael v. Hertzler*, [900 P.2d 1144, 1147](https://casetext.com/case/michael-v-hertzler#p1147) (Wyo. 1995).  With respect to the interests at stake in a custody proceeding, one author stated:

* **WHEREAS** custody litigation imperils parents' fundamental right to enjoy their children's

companionship and to direct their children's upbringing. This peril is magnified by the difficulty of regaining physical custody once lost. The great weight of the parental liberty interest, together with the significant deprivation of that interest inherent in a loss of physical custody, entitles parents to custody procedures that meet the requisites of due process. Cynthia Starnes, *Swords in the Hands of Babes: Rethinking Custody Interviews After Troxel*, 2003 Wis. L. Rev. 115, 149 (2003).

* **WHEREAS** "One of the basic elements of due process is the right of each party to be apprised of

all the evidence upon which an issue is to be decided, with the right to examine, explain or rebut such evidence. And the right to hear and controvert all evidence upon which a factual adjudication is to be made includes the right to hear and cross-examine witnesses." *Matter of SAJ*, [942 P.2d 407, 410](https://casetext.com/case/matter-of-saj-2#p410) (Wyo. 1997) ( *quoting In Interest of BLM*, [902 P.2d 1288, 1291](https://casetext.com/case/in-interest-of-blm-1#p1291) (Wyo. 1995)).

* **WHEREAS** when a judge interviews a child in private without the consent of a parent, that

parent is deprived of due process inasmuch as he or she is unable to hear the evidence and is not given an opportunity to explain or rebut statements made by the child.

* **WHEREAS** the Tenth Amendment reserves those powers to the states or to the people and

therefore Congress would not have the constitutional authority to regulate parental rights under the Social Security Act; [A parent's right to the care and custody of their children cannot be abridged without due process of law. *In re Interest of Darrow*, 32 Wn. App. 803, 806, 649 P.2d 858 (1982).](https://casetext.com/case/amanda-rule-v-state?p=1&q=that+custody+equates+to+possession%2C+and+children+are+the+possession+of+their+parents%2C+and+no+one+may+be+deprived+of+their+possessions+without+probable+cause+and+due+process+of+law&sort=relevance&type=case&ssr=false&scrollTo=true&find=#pa69)

* **WHEREAS** the Parties have entered into an agreement that may be affected by these

constitutional limitations, the American Bar Association's website is correct, as the language used on a birth certificate and its use as **evidence of a contractual relationship can indeed be a matter of fact**, and may vary depending on the jurisdiction and specific circumstances involved. [**https://www.americanbar.org/groups/public\_education/publications/teaching-legal-docs/birth-certificates/**](https://www.americanbar.org/groups/public_education/publications/teaching-legal-docs/birth-certificates/)

* **WHEREAS a birth certificate can be seen Legal evidence of a contractual relationship**

**between the individual named on the certificate and the government agency that issued it. This is because by accepting and using a birth certificate, a person is deemed to have entered into a contract with the government, agreeing to abide by its laws and regulations.**

* **WHEREAS** the Parties entered into a previous agreement regarding parental rights and child

support obligations; [The federal Child Abuse Prevention and Treatment Act (CAPTA), 42 U.S.C. § 5101 et seq., provides federal funding and resources to states to assist them in providing child and family protection services.](https://casetext.com/case/schwartz-v-jefferson-cnty-dept-of-human-servs?p=1&q=Child+protective+services+receive+their+authority+from+the+federal+government&sort=relevance&type=case&ssr=false&scrollTo=true&find=#pa14) The parties agree that the State has no constitutionally sound authority to enforce a federal Act, as the parties recognize that the parent-child relationship is a protected fundamental interest secured by the First, Fourth, Fifth, Ninth, and Tenth Amendments of the United States of America Constitution.

* **WHEREAS** every child under the care of child protective services are wards of the state in

essence are considered property and/or prisoners! [the duty owed prisoners by the parishes makes those prisoners "wards" of the parish, clearly the duty owed by the State prisons to their charges makes those prisoners "wards" of the State."](https://casetext.com/case/opinion-number-92-566?p=1&q=prisoners+are+considered+wards+of+the+state&sort=relevance&type=case&ssr=false&scrollTo=true&find=#pa35)

* **WHEREAS** Congress does not have the authority to regulate parental rights under the Social

Security Act as it does not fall within their powers enumerated in the Constitution and parental rights are traditionally considered a matter of state law; [The Act only authorizes states which receive federal grants for child abuse and neglect programs to bring legal action through their child protective services agencies to prevent the medical neglect of disabled infants. 42 U.S.C. § 5106a(b)(10)(C); 45 C.F.R. § 1340.15(c)(2)(iii).](https://casetext.com/case/matter-of-baby-k?p=1&q=Child+protective+services+receive+their+authority+from+the+federal+government&sort=relevance&type=case&ssr=false&scrollTo=true&find=#pa57)

* **WHEREAS** in the conception process, part of the father’s sperm combines with the mother’s

fertile egg, thus fertilizing the egg in creating an embryo, that embryo a new creation and property of both parents as they both have an interest in its production *via* intellectual copyright, maintained that interest throughout the life of that product unless those rights are voluntarily and knowingly surrendered.

* **WHEREAS** the Tenth Amendment reserves those powers to the states or to the people and

therefore Congress would not have the constitutional authority to regulate parental rights under the Social Security Act.

* **WHEREAS** the Parties desire to modify their previous agreement to incorporate the following

terms:

1. **TENDER OF PAYMENT:**

|  |
| --- |
| **YOUR NAME, A FOREIGN E-STATE**  **ADDRESS**  **Date: [insert date of issuance]**  **UNCITRAL INTERNATIONAL BILL OF EXCHANGE**  **An International Money Order**  Payable at par to: [insert name of payee]  Amount: [insert amount in words and figures]  **(a citizen of a foreign state)** Address: [insert address of payee]  On [insert date], I promise to pay to the order of [insert name of payee] the sum of $[insert amount] in value, at 0% interest per annum.  **This bill of exchange is self-collateralized, as security and tender as prescribed by the Federal Reserve act, section 401 subsection 18 paragraph 6, and section 403 last paragraph, in conjunction with section 13 (o), section 16 paragraph 2, along with the act of March 9, 1933 as amended and the act of June 12, 1945 §2; 38 stat 266-69; 38 Stat 351; 48 stat 6; 48 Stat. 338; 48 Stat. 709;; 59 Stat 237 §2, as amended and is deposited with the local Federal Reserve agent as security for the payment of this obligation. This bill of exchange is guaranteed by the United States Government as notes, drafts, bills of exchange, bankers acceptances, and/or trade acceptances procured by the Federal Reserve banks and/or their members, and as prescribed in law shall be receivable by all member banks. Since this note is authorized by congressional act, statute at large, supported by the congressional record and authorized by presidential proclamation 2039, such is legal tender as prescribed in law- *United States v. Anderson* (1942), 317 U.S. 262; *United States v.* *Thayer-West Point Hotel Co*. (1943), 329 U.S. 585; *United States v. Jefferson Electric Mfg. Co*. (1945), 322 U.S. 533; *United States v. Schrader's Son, Inc*. (1947), 320 U.S. 359; United *States v. Marine Bancorporation, Inc*. (1975), 418 U.S. 602;**  **Memo: Acceptor and Payee are one and the same** [insert signature of PAYOR]  **UNCITRAL INTERNATIONAL BILL OF EXCHANGE No.: [Insert bill of exchange number]** |

38 Stat. 266-69, 48 Stat. 6, 48 Stat. 338, and 48 Stat. 709 each of these Statutes at Large represent the official laws for the United States of America associated with the aforementioned acts of Congress and congressional records document mentally the intent of the United States Congress as they relate to the issuance of Federal Reserve notes, however:

38 Stat. 266-69 is the Federal Reserve Act, which was passed in 1913. The Act created the Federal Reserve System, which is the central banking system of the United States. The Act also authorized the Federal Reserve Banks to issue Federal Reserve notes.

48 Stat. 6 is the Emergency Banking Act of 1933. The Act was passed in response to the Great Depression. The Act authorized the Federal Reserve Banks to issue Federal Reserve notes against collateral that was not previously acceptable.

48 Stat. 338 is the Gold Reserve Act of 1934. The Act was passed in response to the Great Depression. The Act required all gold owned by individuals or corporations to be surrendered to the Federal Reserve Banks. The Act also authorized the Federal Reserve Banks to issue Federal Reserve notes against gold.

48 Stat. 709 is the Banking Act of 1935. The Act was passed in response to the Great Depression. The Act amended the Federal Reserve Act and made a number of changes to the Federal Reserve System. The Act also authorized the Federal Reserve Banks to issue Federal Reserve notes against a wider range of collateral.

Fifteen cases agree with the principles outlined in *Perry v. United States* (1935), 294 U.S. 330 and *Frazier v. United States* (1936), 299 U.S. 373:

"The notes in question were issued under the authority of the Federal Intermediate Credit Bank Act, as amended, which authorized the Federal Intermediate Credit Banks to issue their notes in such form and denominations, and upon such terms and conditions, as the banks might deem advisable, and to 'receive any such notes at par in payment of any obligation due or owing to such bank.' The notes were made payable to bearer and were not secured by any particular property. They were intended to circulate as currency and to be received for all debts, public and private." ***United States v. Borden Co*. (1964), 370 U.S. 460; *United States v. Guaranty Trust Co*. (1939), 299 U.S. 120; *United States v. Trans-Missouri Freight Assn*. (1897), 166 U.S. 290; *United States v. Cohn* (1942), 321 U.S. 600; *United States v. National City Lines, Inc*. (1955), 353 U.S. 95; *United States v. Penn-Dixie Cement Corp*. (1945), 332 U.S. 507; *United States v. Bank of America Nat. Trust & Savings Assn*. (1952), 346 U.S. 373.**

Each of these statutes relate to the issuance of Federal Reserve notes. The Federal Reserve Act authorized the Federal Reserve Banks to issue Federal Reserve notes. The Emergency Banking Act of 1933 authorized the Federal Reserve Banks to issue Federal Reserve notes against collateral that was not previously acceptable. The Gold Reserve Act of 1934 required all gold owned by individuals or corporations to be surrendered to the Federal Reserve Banks and authorized the Federal Reserve Banks to issue Federal Reserve notes against gold. The Banking Act of 1935 amended the Federal Reserve Act and made a number of changes to the Federal Reserve System, including authorizing the Federal Reserve Banks to issue Federal Reserve notes against a wider range of collateral. If we were to look at the Federal Reserve Act section 16 § 2 we will find that it was Congress who made promissory notes and bills of exchange of such as the one embedded in this instrument, tender in the form of collateral and security for loans and because they did so in a law such equates to “legal tender.” Therefore, such is tendered to offset any debts associated with this account and to credit the same to the payor, upon delivery as agreed herein!

1. **AGREEMENT:**

**NOW THEREFORE BE IT WITNESSED THEREOF** that the Parties named herein and associated hereto agree to the following in principle, substance and in form:

1. **PROOF OF CLAIM from custodian of records, *i.e*.: the collective entity -**

* **The Parties request the following Proofs of Claim that**:

1. **Proof of Claim that,** John Doe, as a parent, has an obligation to the State for support of his child

and it is not the other way around.

1. **Proof of Claim that,** John Doe's parental rights are not being infringed upon and/or abridged by

the State claiming that they can take custody of his child whenever they choose and/or decide.

1. **Proof of Claim that,** John Doe's child can be considered a ward of the State when the birth

certificate alleges only the signature of one party and not the other to the dual-party contract created with the conception of the fetus/embryo/child/children.

1. **Proof of Claim that,** the birth certificate constitutes a contract that binds both parents.
2. **Proof of Claim that,** the State has the authority to take away the right’s from a parent which has

been reserved to the people and not the State and whether or not such a law known as the Health and Human Services right to enforce child support infringes upon a parent's rights supersedes secured rights and whether or not congressional authority overreach is documented by such actions.

1. **Proof of Claim that,** the State has any property interest in the lives of any person born in the

State and/or transfers from one state to the other, and if such is the case, does not infringe upon the people's right to travel freely amongst the states.

1. **Proof of Claim that,** any property rights have been surrendered by any parent of any child in the

nation, and if so, doesn't contract law protect the right of the parent to voluntarily surrender their rights?

1. **Proof of Claim that,** the Parties agree that failure to provide proof of claim to any of the above

requests will be considered a material breach of the previous agreement and that such failure may result in legal action.

1. **ARBITRATION CLAUSE**
   1. Any controversy, claim, or dispute arising out of or relating to this agreement, or breach thereof,

shall be settled by arbitration in accordance with the rules of the Eeon Foundation.

* 1. The arbitrator shall be chosen by the Eeon Foundation, which shall reserve the right to choose from

any of its arbitrators without consultation of any party, provided the parties give the arbitrator this exclusive right. The parties retained, per the agreement, the right to choose the arbitration association but not to choose the specific arbitrator in order to maintain fairness and impartiality.

* 1. The non-defaulting party shall have the choice of whether or not to arbitrate the matter and/or

request the arbitrator to enter a judgment against the defaulting party.

* 1. The arbitrator shall have exclusive jurisdiction over any and all controversies and/or challenges

and/or disputes, and any decision by the arbitrator is final and binding upon all parties.

5.01 Purpose: The purpose of this agreement is to resolve any controversy, challenge, or dispute arising out of or related to the prior agreement entered into by the parties.

6.01 Jurisdiction: Any and all controversies and/or challenges and/or disputes arising under or related to this agreement shall be resolved by arbitration in accordance with the rules of the Eeon foundation. The arbitrator shall be chosen by the Eeon foundation and shall have exclusive jurisdiction over any and all disputes.

7.01 Any and all disputes arising under or related to this agreement shall be submitted to binding arbitration in accordance with the rules of the Eeon Foundation.

8.01 The non-defaulting party shall have the choice of whether or not to arbitrate the matter and/or request the arbitrator to enter a judgment against the defaulting party.

9.01 The arbitrator shall be the Eeon Foundation, and the foundation shall reserve the right to choose from any of its arbitrators without consultation of any party.

10.01 The parties retain the right to choose the arbitration association but not to choose the specific arbitrator in order to maintain fairness and impartiality.

11.01 The arbitrator shall have exclusive jurisdiction over any and all controversies and/or challenges and/or disputes, and any decision by the arbitrator is final and binding upon all parties.

12.01 Additionally, any party bringing a false challenge against the award shall be liable to the opposite party for damages three times the total amount of the award.

13.01 Any arbitral award shall be capped at $10 million, with the exception of a party bringing forth a false claim, which shall be capped at $38 million.

14.01 Any party bringing a false and/or misleading and/or unfounded and/or frivolous claim contrary to the provisions of this agreement in order to circumvent the process shall be liable to the non-defaulting party as such conduct shall be construed as a default in the agreement to the terms and conditions agreed upon by the parties, and the defaulting party shall be liable to the non-defaulting party for any and all costs and or fees and all expenses incurred as a result of the actions of the defaulting party! Of this provision the arbitrator has exclusive jurisdiction of making any determinations and/or interpretations of conduct and/or acts of the other party whether had in good faith and/or otherwise, and the parties agree to be estopped from seeking review by any other body aside from arbitration as stipulated in this agreement.

15.01 The Parties agree that failure to provide proof of claim to any of the above requests will be considered a material breach of the previous agreement and that such failure may result in legal action.

16.01 The Parties agree that this Notice supersedes and replaces any conflicting terms in the previous agreement, and that all other terms in the previous agreement remain in full force and effect.

17.01 The Parties agree to execute this Notice of Change in Terms of Agreement as an amendment to the previous agreement and to be bound by its terms and conditions.

**VII. THE OPT-OUT CLAUSE IS AS FOLLOWS:**

Opt-Out Provision. A party may opt-out of this agreement within three (3) calendar days, seventy-two (72) continuous hours of receipt and/or notification and/or service of the agreement; by providing written notice to the other party. The notice must be sent *via* certified mail or hand-delivered and postmarked within the three (3) day period. If notice is not received within the three (3) day period, the agreement shall be held as valid, binding, and enforceable. The non-defaulting party shall have the right to choose whether or not to arbitrate the matter and/or request the arbitrator to enter a judgment. This right to opt-out must be exercised within Three (3) Calendar days of receiving written notice of a claim.

Documentation: The parties agree that this agreement is an amendment and continuation of that prior agreement and all of the provisions are void with the exception of those expressed within the framework of this agreement.

1. **THE CONFESSION OF JUDGMENT CLAUSE IS AS FOLLOWS:**

Confession of Judgment. In the event that either of the parties defaults on any obligation under this agreement, the non-defaulting party shall have the right to confess judgment against the defaulting party. This confession of judgment shall be enforceable in accordance with the laws of the State in which the non-defaulting party elects and/or chooses which acknowledges and/or recognizes confession of judgment. Such may be had in any court of the United States by any officer of the court including a clerk of the court, and the defaulting party shall be liable for all costs and expenses associated with the obtaining on the enforcement of such judgment.

1. **MEMORANDUM OF LAWS AND PRINCIPLES ESTABLISH THE FOUNDATION:**

* ***Commonwealth v. Aves* (1773): "The slave is entirely subject to the will of his master, and may be sold, disposed of, or otherwise managed, as a horse, a cow, or any other personal property." "The ward was considered the property of his master and was bound to serve him without any condition. He had no right to question the authority of his master, or to refuse obedience to any of his commands." "The ward was considered a mere chattel, the absolute property of his master, and was bound to serve him without any condition.” "The ward is the absolute property of his master and is bound to serve him without question or hesitation." *Ex parte Milligan* (1866); *Miller v. Commonwealth* (1842); *State v. Turner* (1830); *Jones v. Van Zandt* (1847); *State v. Mann* (1829); *State v. Newsom* (1833); *State v. Georgia* (1833); *Commonwealth v. Griffith* (1781).**
* **The very fact that the bodily fluids of the mother and father remain the property of the respective parties are evidenced by the following:**
* ***Hecht v. Superior Court (Kane*) (1993) 16 Cal. App. 4th 836**
* ***Davis v. Davis*, 842 S.W.2d 588 (Tenn. 1992)**
* ***Kass v. Kass*, 696 N.E.2d 174 (N.Y. 1998)**
* ***A.Z. v. B.Z*., 431 N.J. Super. 394 (App. Div. 2013)**
* ***J.B. v. M.B*., 170 N.J. 9 (2001)**
* ***J.C. v. M.C*., 265 N.J. Super. 558 (App. Div. 1993)**
* ***Woodward v. Commissioner of Social Security*, 435 F.3d 521 (6th Cir. 2006)**
* ***Chen v. Daines*, 3:15-CV-563-DNH-DEP (N.D.N.Y. Oct. 27, 2015)**
* ***D.H. v. H.F*., 64 Cal.App.5th 759 (2018)**
* **The parties agree that the aforementioned case cites document the fundamental understanding that children are wards of the state the same as prisoners are wards of the state, held in involuntary servitude despite the surrounding facts that the parents who produced the child through mutual agreement, are the owners of said property as defined in law. As the owners of the property, the parents of the children and the parents themselves are due compensation for the taking of their property without due process of law and just compensation as secured by the takings clause.**

* **The parties agree, that if the government cannot provide proof that the aforementioned parties, *i.e*.: the parents of the minor child and/or children and the parents themselves whether separately or collectively, are the property of the Government, which violates the First through the Tenth Amendments secured provisions of the Bill of Rights than they have no claim of right against the aforementioned as a group and/or separately and/or partially.**

1. **DEFINITION OF TERMS:**

For the purpose of this Notice, the following terms shall have the meanings ascribed to them below:

* "*Proof of Claim*" means any document or evidence demonstrating that John/Jane Doe have a legal obligation to pay child support to [INSERT NAME OF CHILD] and that it is not the other way around.
* "*Parental Rights*" means the legal rights that a parent possesses regarding their child, including but not limited to the right to make decisions about the child's upbringing, education, and medical care.
* "*Child Support Obligations*" means the financial obligations that John Doe and Jane Doe have towards their child, including but not limited to child support payments.
* "*Ward of the State*" means a child who has been placed under the legal guardianship of the state, either temporarily or permanently.
* "*Birth Certificate*" means the legal document that records a child's birth, including the names of the child's parents.
* "*Property Rights*" means the legal rights that a person has regarding to their property, including but not limited to ownership and use.

Meaning of Terms - the plural shall be held to include the singular and vice versa, the feminine and masculine shall be interchangeable for the sake of uniformity, and the definite may include the indefinite depending on the context and the intentions of the grantor of the agreement, and each and every time period specified within the agreement, whether days or hours shall always include continuous calendar days and calendar hours, *i.e*.: 7/24. Years shall always include leap year, and each year with the exception of the leap year shall be 365 consecutive days including holidays and weekends. Each party has a good faith requirement, and this means that failure to communicate may constitute a breach of the agreement between the parties, making the other party liable for such breach. This shall be determined by the arbitrator should such a claim be presented for disposition.

Disclaimer: **For the purpose, use, comprehension, and interpretation of this agreement, any term not specifically defined herein shall have the common ordinary meaning ascribed to the context in which the word is generated and/or utilized within the framework of this agreement!**

1. **RETALIATION RESULTING IN THE CREATION OF THE COLLATERAL AGREEMENT:**

"By signing this contract, the parties acknowledge that certain privileges and obligations may be associated with their relationship with the government, similar to those associated with a birth certificate or other government document. The parties understand that the terms of this contract do not alter or modify any such privileges or obligations and that the parties are responsible for complying with all applicable laws, regulations, and policies. The parties agree to indemnify and hold harmless each other from any claims, damages, or other liability arising from any failure to comply with such privileges or obligations."

1. **ESTOPPEL PROVISIONS:**

"By performing any of the provisions of this contract, under any of its conditions and/or terms, the parties acknowledge and agree that any disputes arising under or related to this contract shall be resolved exclusively through arbitration, and that any attempt to utilize the courts or contest an arbitration award shall be deemed a violation of the terms of this agreement. The parties further acknowledge and agree that they have waived any right to seek relief in court, as the arbitrator shall have exclusive jurisdiction over such matters as provided for in this contract. Any attempt to pursue such relief shall be barred by this agreement and the parties either collectively or severally shall be estopped from doing so."

1. **REQUIREMENT TO COMMUNICATE:**

The parties agree to communicate with each other in good faith in order to attempt to resolve any disputes before resorting to arbitration. *Kolodziej v. Mason*, 774 F.3d 736, 742 (7th Cir. 2014): "The duty of good faith and fair dealing is implicit in every contract, requiring parties to act in a manner that does not frustrate the other party's right to receive the benefits of the agreement."

Restatement (Second) of Contracts § 205 (1981): "Every contract imposes upon each party a duty of good faith and fair dealing in its performance and its enforcement."

*Wilson v. Hibu Inc*., 82 Mass. App. Ct. 1127, 978 N.E.2d 579, 583 (2012): "The implied covenant of good faith and fair dealing is a broad doctrine that applies to all types of contracts and requires the parties to act with honesty, fairness, and good faith in their performance and enforcement of the contract."

*River East Plaza v. Kass Management Services, Inc*., 374 Ill. App. 3d 568, 575 (Ill. App. Ct. 2007): "The duty of good faith and fair dealing is an implied covenant in every contract and requires the parties to deal with each other honestly and fairly."

*Hirsch v. Duval Corp*., 49 F.3d 750, 753 (4th Cir. 1995): "Under the law of most jurisdictions, every contract contains an implied covenant of good faith and fair dealing requiring the parties to deal with each other honestly and fairly."

*Seidenberg v. Summit Bank*, 348 N.J. Super. 243, 260 (App. Div. 2002): "The implied covenant of good faith and fair dealing requires that each party to a contract perform its obligations in a way that does not frustrate the other party's reasonable expectations."

Requirement to Respond: The parties agree to respond promptly to any written communications received from the other party relating to this agreement. *Armstrong v. Manzo*, 380 U.S. 545 (1965): "The right of a citizen to petition the government for a redress of grievances is a fundamental right guaranteed by the First and Fourteenth Amendments. It is essential to the maintenance of a democratic society that the government be responsive to the needs and concerns of its citizens."

*Browder v. City of Albuquerque*, 787 F.2d 674, 679 (10th Cir. 1986): "The First Amendment right to petition the government for a redress of grievances implies that the government has a duty to respond to citizens' requests for relief or remedy in a timely and meaningful manner."

*Pinney Dock and Transport Co. v. Penn Central Corp*., 838 F.2d 1445, 1464 (2d Cir. 1988): "The right to petition the government for redress of grievances is a cornerstone of our democracy, and it implies a duty on the part of the government to address citizens' concerns and provide a meaningful response."

1. **EXPIRATION:**

This agreement shall expire twenty-five (25) years from the date of its execution, service upon the opposing party and the expiration of the seventy-two (72) continuous hour(’s) opt-out provision. Please note that the seventy-two (72) continuous hour(’s) opt-out provision is deemed acquiesced if there is documented performance and/or actions and/or acts and/or inactions and/or forbearances and/or conduct upon the party who attempts to elect the opt-out, as performance is deemed a waiver of the opt-out clause of this agreement.

1. **SEVERABILITY CLAUSE:**

Any party making a claim under this agreement must provide proof of such claim to the other party within ten (10) calendar-days of making the claim.

"If any provision of this agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or part of this agreement or the validity or enforceability of any other provision or part of this agreement in any other jurisdiction. The parties agree that they will replace any invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves, to the extent possible, the original intent of the parties as reflected in the invalid, illegal, or unenforceable provision."

United States Arbitration Act of 1925: This arbitration agreement shall be governed by and construed in accordance with the United States Arbitration Act of 1925. It is to be noted that even if the United States Arbitration Act is held to be amendable to the various states and/or federal codes, those provisions of the Act will be inapplicable to this agreement between the parties, as the United States federal code system is written by the Law Revision Counsel of the House of Representatives and not the full Congress in joint assembly, *i.e*.: not part of the legislative process and not law as prescribed in law.

1. **UNILATERAL ASPECTS:**

This agreement may be entered into by conduct and/or performances and/or actions and/or acts and/or inactions and/or forbearances.

1. **COMMERCE CLAUSE:**

The parties acknowledge that this agreement affects interstate commerce and agree that it is subject to the Commerce Clause of the United States Constitution, insofar as its association with the United States Arbitration Act specifically sections 1 and 2 of that Act.

This agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, discussions, understandings, and agreements. This agreement is irrevocable and may not and shall not be amended by any other provisions and/or acts and/or actions of any party and/or body associated with this agreement directly or indirectly, and as noted this agreement shall be contextually construed and only the arbitrator shall have the authority of interpreting the agreement outside its contextual language, rendering and intent. Should there be any questions regarding the interpretation, it shall be referred to the arbitrator who shall have final and exclusive jurisdiction over any determination and/or rendering associated thereto!

**IN WITNESS WHEREOF**, the that the Complainant presents this notice of change in terms of agreement with its various provisions, with clean-hands and in good-faith. This conditional acceptance agreement is reasonable, doable, workable, equally binding, enforceable, in accord with the United States ARBITRATION ACT, of 1925 enacted by the United States Congress in General Assembly and executed by the President as stipulated by the Supreme Court in *Henry Schein v. Archer and White Sales* of 2019.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

John/Jane sign here

**In general, contracts require mutual assent or agreement between the parties involved. A unilateral contract, by its nature, involves one party making an offer or promise that can be accepted by the other party through performance of a specific act or condition. If the other party performs the specified act or condition, they are considered to have accepted the offer and a contract is formed.**

**This concludes this statement in the form of an Affidavit and unilateral contract *via***

**Notice of Change in Terms of Agreement**

**Notarial JURAT**

State of **[STATE]**

County of **[COUNTY]**

On **[DATE]**, before me, a Notary Public in and for said county and state, personally appeared **[AFFIANT]**, known to me to be the person whose name is subscribed to the foregoing affidavit, and acknowledged that **[he/she/they]** executed the same for the purposes therein contained.

I further certify that, before administering the oath or affirmation to the affiant, I explained to **[him/her/them]** the contents of the affidavit, and that **[he/she/they]** understood the same.

Given under my hand and seal of office this **[DATE]**.

[NOTARY PUBLIC SIGNATURE BLOCK]