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| --- | --- |
| notice of default coupled with intent |  |
| referencing a compelled performance agreement |
| **Contract #:**  **This communication is being sent as a courtesy ▪ You Had A Duty to Respond** |  |

**Your name here, et al**

 **vs.**

**The opposing party’s names here, et al**

1. Proof of service validation:
2. On or about **(entered to date here)** you received my notice of conditional acceptance of your offer to change the terms of our original agreement.[[1]](#footnote-1) You were given 10 days to opt-out of the agreement, and you are to supply proof of your opting-out within that statute of limitations time-frame, please take special note of the following:
3. You had a duty to respond, and by failing to respond such is construed as conduct, acts, actions, and/or forbearances amounting to assent by acquiescence.[[2]](#footnote-2) In 2 C.J. 467, it is stated that, "ratification as it relates to the law of agency may be defined as the express or implied adoption and confirmation by one person of an act or contract performed or entered into in his behalf by another who at the time assumed to act as his agent in doing the act or making the contract, without authority to do so. The substance of a ratification is confirmation after conduct; it confirms; it neither changes the contract nor makes a new one with different terms."

It is also well recognized that, in order that a ratification of an unauthorized act or transaction of an agent or of another may be valid and binding, it is essential that the principal or the person making the ratification had full knowledge at the time of the ratification of all material facts and circumstances relative to the unauthorized act or transaction (2 C.J. 476), and also that an intention to ratify is essential and which must be shown either by an express or by an implied ratification (2 C.J. 484, 492). *Jones v. Mutual Creamery Co.*, 81 Utah 223, 231 (Utah 1932)

1. You are also the custodian of records, and validation whether of a debt or of any other claim requires proof to be supplied upon demand, you failed in your duty and/or obligation and as a result are deemed liable under law.**ibid.**
2. The notice of change in terms of agreement included a modification of the arbitration clause, as this matter involves commerce making the United States Federal Arbitration Act and the common law principles upon which it is founded is binding upon the parties.
3. You are given an opportunity to respond, what is needed at this time is for you to provide proof that you responded within the 10 (TEN) calendar-day statute of limitations, your failure to respond as agreed within 72 hours, with proof of response and delivery according to the terms of the agreement between the parties will result in the petitioning for the independent arbitrator to intercede as stipulated in the contract regarding the default. This will be your final notice and/or warning concerning this matter, please do not take this matter lightly, for it could be detrimental to your interests.

# **VALIDATION AND VERIFICATION**

The aforementioned information is based on firsthand knowledge, and/or information, and or court opinion, is wholly accurate and done under my right to practice my religion of my choice, and as such is witnessed and written before my God as such, under penalties of divine retribution if found to be otherwise on this November 1, 2021, so help me God.”

 Type your name here

**It is suggested that you always sign beneath your name**

**Further, remember to always remove any wording**

**in the “red” type-lettering from templates,**

**as they are for instructional purposes only and**

**should not be included in the final version).**

1. #### When a contract is formed under UCC § 2-207(1), the terms of that contract generally include all of the offeror's terms "which are not contradicted by the acceptance." *We have previously held that an offeree's failure to "manifest any objection to the terms" of an offer or to "mak[e] its acceptance of the offer conditional on [the offeror's] assent to different terms" results in the offeror's terms "be[coming] part of the contract."* [Conocophillips Alaska, Inc. v. Williams Alaska Petroleum, Inc.](https://casetext.com/case/conocophillips-alaska-inc-v-williams-alaska-petroleum-1?q=Conditional%20acceptance%20notice%20of%20change%20in%20terms%20of%20an%20agreement,%20a%20party%27s%20duty%20to%20respond&p=1&tab=ps&jxs=&sort=relevance&type=case&find=" \l "pa130), Supreme Court No. S-14654 (Alaska Mar. 14, 2014); “Under the common law, changed or additional terms in an order acknowledgment would be construed as a counteroffer accepted by the original offeror when he proceeded to perform under the contract without objecting to the changed or additional terms. Dorton, 453 F.2d at 1166. Section 2-207(1) of the UCC effected a significant change to the common law. Under the UCC, "[a] definite and seasonable expression of acceptance or a written confirmation . . . operates as an acceptance," rather than a counteroffer, even if it proposes terms that are additional to or different from those in the offer. However, Section 2-207(1) is subject to a "proviso": if a definite and seasonable expression of acceptance expressly conditions acceptance on the offeror's assent to additional or different terms contained therein, the parties' differing forms do not result in a contract unless the offeror expressly assents to the additional terms. Dorton, 453 F.2d at 1166. SFEG Corp. v. Blendtec, Inc., No. 3:15-cv-0466, at \*9-10 (M.D. Tenn. Jan. 30, 2017)

 [↑](#footnote-ref-1)
2. An offeree's silence may be deemed to be consent to a contract when the offeree has a duty to respond to an offer and fails to act in the face of the duty." Id., 845 F.3d at 1284-85; “Acquiescence” is the assent by words or conduct during the process of the transaction. See The Chase Manhattan Bank v. Iridium Africa Corp., 197 F.Supp.2d 120, 130 (D.Del.2002) (“Under [THE] law, acquiescence properly speaks of assent by words or conduct during the progress of a transaction, while ratification suggests an assent after the fact.” **““Ratification” is the assent after the fact. *Id.* (“While ratification implies a voluntary and positive act ... inaction alone may amount to a positive act.” (citations omitted)).” *In re Broadstripe, LLC*, 444 B.R. 51, 110 n.142 (Bankr. D. Del. 2010)** [↑](#footnote-ref-2)