

## END USER LICENSE AGREEMENT

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This End-User License Agreement (the "EULA") is a **legal agreement** between \_\_\_\_\_ (the "Licensee"), an individual, and \_\_\_\_\_ (the "Company"), the author of \_\_\_\_\_ (the "Software"), which may include associated media, printed materials, and "online" or electronic documentation.

By installing, copying, or otherwise using the Software, Licensee agrees to be **bound by the terms and conditions set forth in this EULA**. If Licensee does not agree to the terms and conditions set forth in this EULA, then Licensee may not download, install, or use Software. This EULA was generated using Legal Templates's End User License Agreement Builder.

### 1. Definitions

- a) "Company" shall refer to the licensor, \_\_\_\_\_, located at \_\_\_\_\_.
- b) "Licensee" shall mean \_\_\_\_\_, the individual or entity that downloads and uses the Software.
- c) "Software" shall mean \_\_\_\_\_, the deliverables provided pursuant to this EULA.

### 2. Grant of License

- d) **Software Product License.** Subject to the terms of this EULA, Company hereby grants to Licensee a royalty-free, non-exclusive license to possess and to use a copy of the Software. Software is being distributed by \_\_\_\_\_. Licensee is not allowed to make a charge for distributing this Software, either for profit or merely to recover media and distribution costs.
- e) **Installation and Use.** Licensee may install and use an \_\_\_\_\_ number of copies of Software on a shared computer or concurrently on different computers, and make multiple back-up copies of Software, solely for Licensee's use within Licensee's business or personal use.
- f) **Reproduction and Distribution.** Licensee may reproduce and distribute an \_\_\_\_\_ number of copies of the Software, provided each copy shall be a true and complete copy, including all intellectual property notices, and shall be accompanied by a copy of this EULA. Copies of Software may be distributed as a standalone product or included with your own product, as long as Software is not sold or included in a product or package that intends to receive benefits through the inclusion of Software.

### 3. Description of Rights and Limitations

- a) **Limitations.** Licensee may not reverse engineer, decompile, or disassemble Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding the limitation.
- b) **Update and Maintenance.** Company shall provide updates and maintenance on an as needed basis / every six months / every year / Other.
- c) **Separation of Components.** Software is licensed as a single product. Its components may not be separated for use on more than one computer.
- d) **Software Transfer.** Licensee may permanently transfer all rights under the EULA, provided recipient agrees to the terms of this EULA.

**4. Intellectual Property.** All rights, title, interest, and copyrights in and to the Software, including but not limited to all images, photographs, animations, video, audio, music, text, data, computer code, algorithms, and information, are owned by Company. The Software is protected by all applicable copyright laws and international treaties. Therefore, Licensee is required to treat Software like any other copyrighted material, except as otherwise provided for in this EULA.

**5. Non-Support.** Company has no obligation to Software support, or to continue providing or updating any of the Software.

**5. Support.** Company will provide On Site / Phone Support twenty-four (24) hours per day seven (7) days per week / during normal business hours / Other for six (6) months / one (1) year / Other.

**6. Terms of Agreement.** This EULA is effective until:

- a) Automatically terminated if Licensee fails to comply with any of the terms and conditions set forth in this EULA; or
- b) Terminated by Company.

Company may term terminate this EULA immediately upon written notice, including e-mail, to Licensee, with or without cause.

**7. Integration.** Both parties agree that this EULA is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this EULA.

**8. Jurisdiction.** This EULA shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of [ State], without regard to conflicts of laws provisions thereof. Any legal action or proceeding relating to this EULA shall be brought exclusively in courts located in [City, State], and each party consents to the jurisdiction thereof. The prevailing party in any action to enforce this EULA shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. This EULA is made within the exclusive jurisdiction of the United States, and its jurisdiction shall supersede any other jurisdiction of either party's election.

**9. Non-Transferable.** This EULA is not assignable or transferable by Licensee without the prior written consent of Company; any attempt to do so shall be void. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified mail, postage prepaid to the respective addresses of the parties as set forth herein (or such other address as a party may designate by ten (10) days notice):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Phone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Phone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

**10. Severability.** No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this EULA shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this EULA shall otherwise remain in full force and effect and enforceable.

**11. Warranty Disclaimer.** Company, and author of Software, hereby expressly disclaim any warranty for the Software. Software and any related documentation is provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Licensee accepts any and all risk arising out of use or performance of Software.

**12. Limited Liability.** Company shall not be liable to Licensee, or any other person or entity claiming through Licensee any loss of profits, income, savings, or any other consequential, incidental, special, punitive, direct or indirect damage, whether arising in contract, tort, warranty, or otherwise. Even if Company has been advised of the possibility of such damages. These limitations shall apply regardless of the essential purpose of any limited remedy. Under no circumstances shall Company's aggregate liability to Licensee, or any other person or entity claiming through Licensee, exceed the financial amount actually paid by Licensee to Company for the Software.

**13. Entire Agreement.** This Agreement constitutes the entire agreement between Company and Licensee and supersedes all prior understandings of Company and Licensee, including any prior representation, statement, condition, or warranty.

**14. Additional Provisions and/or Disclosures.**

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## GENERAL INSTRUCTIONS

### WHAT IS AN EVICTION NOTICE?

An eviction notice is a formal letter from the Landlord to the Tenant and officially explains:

1. The Tenant must fix or “cure” the problem; OR
2. The Tenant must MOVE OUT by a certain date; AND
3. The Tenant and Landlord may need to go to court to continue the eviction process.

An eviction notice serves as written record that the Landlord properly notified the Tenant of a problem and gave them a chance to solve the problem.

An eviction notice begins the eviction process, which varies widely state by state. We've provided all of the information related to serving an eviction notice in our interactive map below.

### WHAT IS THE EVICTION PROCESS?

Generally the rules and regulations governing the eviction process provide both Tenants and Landlords different due process protections. Neither the Tenant nor the Landlord can be deprived of “property” in the form of either housing for the Tenant or rent money for the Landlord following appropriate legal procedures and safeguards. The eviction process is akin to an expedited lawsuit by the Landlord (i.e. Plaintiff) against the Tenant (i.e. Defendant).

The eviction process make sure that both the Tenant and the Landlord receive fair treatment. Only the judge has the final say in whether the Tenant must leave.

The eviction process is also known by the following terms:

- Ejectment
- Eviction lawsuit
- Forcible detainer
- Repossession
- Summary process
- Summary possession
- Unlawful detainer action (UDA or UD)

Generally, the eviction process is a “summary” court procedure. This means that the court will move forward with the case very quickly, and the Tenant has a short time to respond to the lawsuit. Instead of waiting months for a judge to hear the case, the Landlord and Tenant can appear before the local court relatively soon after the Landlord files a complaint.

### WHY IS IT NEEDED

An eviction notice is needed if the disagreement cannot be solved and the Landlord wants to end the lease agreement and properly ask the Tenant to leave by a certain date. Even though the Tenant is being asked to leave by a certain date, the Tenant has the right to stay in the Premises until a judge has heard from both the Landlord and the Tenant.

If the Tenant does not voluntarily vacate or move out, even after the judge issues an official court order, a sheriff or other law enforcement officer may forcibly remove the Tenant and their belongings.

An eviction notice is not needed if the Landlord and Tenant are able to resolve the problem by themselves. It is desirable in most cases to avoid serving an eviction notice, to save both parties time, energy and expense. If the tenant is late paying rent, there are a number of procedures a landlord can follow.

Perhaps there was a misunderstanding about the terms of the Lease? Did the Tenant have a death in the family, suffer a work injury, or lose their job? Maybe the Landlord is willing to work out a payment plan for missed rent payments? Would the Tenant be willing to pay for the cost of repair to fix the damage caused to the premises?

Sometimes a sincere apology, candid communication, and an honest willingness to cooperate can save both the Landlord and Tenant time and money in the long term.

### CONSEQUENCES OF NOT USING EVICTION

If you do not send an eviction notice, you may not begin the eviction process of kicking out the Tenant. Here are some of costs incurred if the Landlord illegally takes the law into their own hands instead of sending a proper eviction notice:

1. Pay for damages incurred by the Tenant
2. Pay penalties (Some states require Landlords to pay up to \$100 per day for each day of unlawful self-help -- check your local landlord-tenant housing laws)
3. Pay for damages incurred by the Landlord
4. Personal and work time to attend court
5. Mental anguish and torture of Tenant delaying the eviction process

If a Landlord does not strictly follow the proper procedures, the Tenant can challenge the eviction process on a technicality and force the Landlord to re-start the whole process.