



The Liberty Oath

Introduction

The Liberty Oath is a legal and binding document enforceable in a court of law that states that the candidate will abide by the terms of the Agreement or voluntarily resign within a specified timeframe if he or she violates one or more of the terms of the Agreement. If a candidate violates any term of the Agreement and does not then voluntarily resign, the voters in their district then have the right to take that candidate to court and have him or her forcibly removed from office.

Candidates who have signed the Liberty Oath have gone beyond making vague and empty promises on the campaign trail that will likely be broken sooner than later, and have “put their money where their mouth is” by signing the Liberty Oath, agreeing to be held accountable to their key promises and stated policy positions.

Accordingly, these candidates have proven by their actions that they can be taken seriously and that as a consequence they can be fully trusted to look after their constituent's best interests and do the job the voters have elected them to do.

Conversely candidates who refuse to sign the Liberty Oath cannot be fully trusted with your vote, nor can they be fully trusted to uphold their campaign promises and adhere to their stated policy positions. Their refusal indicates their unwillingness to be held accountable for their actions, thus you would be wise to judge them by their actions and not by their words, and vote accordingly.

If we are to win the war against Tyranny, it will be these fine men and women who lead the way.

The Liberty Oath

This Agreement, entered into as of [date] (the Effective Date), by and between [candidate name], (hereinafter referred to as Candidate), and [Constituents names], (hereinafter referred to as 'Constituent' or "Constituents"). The Candidate and Constituents may be individually referred to herein as the "Party" or collectively referred to herein as the Party or Parties.

WHEREAS, the Candidate desires the support of the Constituents; and

WHEREAS, Constituents desire to ensure that the honesty and integrity of the Candidate remain intact, and that stated public policy positions and public statements made while Candidate campaigns for public office are adhered to, if candidate is so elected; and

WHEREAS, the Candidate and the Constituents desire to enter into a relationship, whereby Constituents will support and promote the candidacy of the Candidate in Candidate's bid for election in the [district/state], upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed upon as follows:

1. CANDIDATE DUTIES AND RESPONSIBILITIES

- A. Candidate shall be bound by oath or affirmation to preserve, protect and defend the Constitution of the United States and shall not willingly, willfully, or knowingly, violate or contribute to the violation of the Constitution of the United States.
- B. Candidate shall vote against all legislation that contains any language that runs counter to, or is in direct opposition to, or is in conflict with, the Amendments for Liberty (The Amendments), attached hereto as Exhibit A, and included by reference herein, and the principles contained therein.
- C. Candidate shall vote in the affirmative for all legislation that supports The Amendments directly or in principle, or furthers the enactment of The Amendments, so long as said legislation does not contain any language that runs counter to, or is in direct opposition to, or is in conflict with, The Amendments, and the principles contained therein.
- D. Candidate agrees not to propose any legislation that contains any language that runs counter to, or is in direct opposition to, or is in conflict with, The Amendments, and the principles contained therein.
- E. Candidate shall vote against all legislation that seeks to borrow funds, raise the national debt limit, seeks to raise or will result in raising taxes above then current levels, results in an increase in total combined fiscal budgetary spending, or does not contain language specifying the specific area(s) of the United States Constitution which authorizes said legislation.
- F. Except in the event of severe illness, emergency, or incapacitation, Candidate shall be required to cast a vote on all legislation brought to the floor for a vote in the

[house/senate], and shall be required to cast either a yea or nay vote; voting present shall be strictly prohibited and considered to be a violation of the terms of this Agreement. Candidate shall ensure that Candidate's vote is then entered timely into the official public record. In such instances of absence due to severe illness, emergency, or incapacitation, Candidate shall be required to post publicly, within 24 hours of said vote being taken, how Candidate would have voted.

- G. Candidate shall read thoroughly and understand all legislation prior to voting on said legislation, and shall provide an affidavit of the same for each piece of legislation voted upon by Candidate.
- H. Candidate shall not purposely or knowingly make false statements or mislead the public while in office.
- I. Candidate shall uphold or vigorously pursue, once elected to office, publicly stated policy position(s) made during Candidate's campaign for office, uphold or vigorously pursue, once elected to office, all stated promise(s) made publicly during Candidate's campaign for office to take certain action(s) if so elected.
- J. Candidate's primary focus while in office shall be the enactment of The Amendments, and Candidate agrees to work diligently and purposefully toward the enactment of the same.
- K. Candidate agrees that a minimum of fifty percent (50%) of all legislation proposed, sponsored by, or co-sponsored by, Candidate during the term of this Agreement shall be singularly focused on effectuating the enactment of The Amendments.

2. BREECH

Breach of any term of this Agreement shall result in the following:

- A. Candidate shall voluntarily resign from office within ten (10) days of receipt of Official Notice of Breach.
- B. Should Candidate fail to voluntarily resign within the specified ten day period, Constituents may, in Constituents' sole discretion, elect to enforce this Agreement through the Confession of Judgment, attached hereto as Exhibit B, and included by reference herein.
- C. The immediate forfeiture of any remaining balance of all monies contributed to Candidate's election campaign fund(s), and any interest thereon, as of the date of Official Notice of Breach, and Candidate shall be required to refund all campaign contributions received subsequent to the Effective Date of this Agreement through the date of Official Notice of Breach.

Official Notice of Breach may be filed by any Constituent who is a party to this Agreement. Said Official Notice of Breach shall not require the agreement or assent of any other named Constituent, nor shall the agreement or assent of any other named Constituent be required to bring suit, or to exercise any right or remedy afforded under the terms of this Agreement. Suit to

enforce this Agreement may be joined by additional affected Constituents residing within [district/state] who are not named herein, yet who are eligible to vote in [district/state] at the time said suit is filed, and may be brought by class action.

3. GOVERNING LAW

This Agreement shall be deemed to have been made in [candidate elective state] and shall be governed and construed in accordance with the laws of the State of [candidate elective state], the site of the Candidate's residency and/or offices. This agreement is drafted under the laws of the state of [candidate elective state], shall be construed under laws as written in [candidate elective state], and the venue for any legal recourse shall take place under these laws and be adjudicated within its jurisdiction.

4. TERM

The Term of this Agreement shall begin on the Effective Date and end at 12:00 PM on the last day of Candidate's final term in office, or when Candidate's successor is sworn in, whichever event shall occur first. This Agreement shall continue in force for the duration of Candidate's entire term in office, beginning on the date Candidate is officially sworn into office, and any subsequent term(s), if so elected.

5. DISPUTES

Should a disagreement arise over any of the provisions relating to this Agreement, the Constituents and the Candidate shall first meet to settle any dispute. If this is unsuccessful, both parties (the Constituents and named Candidate) hereby agree that any unresolved disputes under this Agreement shall be governed by the Confession of Judgment, attached hereto as Exhibit B, and included by reference herein.

6. TERMINATION

This Agreement is non-cancellable and irrevocable.

7. MISCELLANEOUS

- A. Number of Constituent Signatories. The minimum number of Constituents made party to this Agreement shall not be less than twenty-five (25). Each Constituent made a party to this Agreement shall be required to personally affix his/her signature to this Agreement.
- B. Collected Voter Signatures. In the event of Breach of this Agreement, the Affidavit accompanying the Confession of Judgment shall be accompanied by the signatures of registered voters in [candidate district/state] equal in number to, or greater than a simple majority (50.01%) of the total combined votes cast for Candidate in the last election. The Confession of Judgment shall not be valid / executable until such time as the minimum voter signature requirement has been met. Only valid registered voters shall be eligible to add their signatures to the Affidavit, and only valid registered voters shall be counted toward meeting the minimum requirement.

- C. Invalidity. If any provision of this Agreement or its application is construed to be invalid or unenforceable, then all other provisions and their application shall not be affected and shall be fully enforceable without regard to the invalid or unenforceable provision. If any provision in this Agreement is determined unenforceable in equity because of its scope, duration, or other factor, then such provision shall be enforceable in its reduced form.
- D. Notices. All notices or demands of any kind which either party is required or desires to give or make upon the other in connection with this Agreement or arising out of the relationship created hereby (Notice), shall be in writing (facsimile acceptable) and shall be given or made (subject to the right of either party to designate a different address by notice given as provided herein) by United States registered or certified mail, or by nationally recognized overnight courier, postage prepaid, to the addresses listed below.

To Constituents:

[name]

[address]

[city, state, zip]

Attn: [name]

Fax: [fax number]

To Candidate:

[name]

[address]

[city, state, zip]

Attn: [name]

Fax: [fax number]

Any Notice sent by overnight courier shall be deemed to have been given on the date of delivery confirmed by the courier service. Any Notice sent by United States registered or certified mail shall be deemed to have been given seventy-two (72) hours after the same has been deposited in the United States mail, with postage thereon fully prepaid. Any Notice sent by facsimile, shall be deemed to have been delivered on the same day such notice is faxed.

- E. Single Instrument. This Agreement may be executed in copy, multiple, or facsimile counterparts if necessary, on the same or different dates, which will be considered a single instrument.
- F. Entire Agreement & Amendments. Specifically, this agreement, including its attached Exhibit(s), sets forth the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all other representations and understandings both written and oral. Furthermore, This Agreement embodies the entire agreement between the parties hereto, and there are no verbal or collateral agreements between them. All preliminary negotiations, representation and discussions are deemed merged herein. This Agreement may be altered or modified only in writing and signed by all parties hereto.
- G. Waiver. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of the Constituents. Waiver shall be effective only

if made by an express instrument in writing signed by the Constituents.

- H. Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.
- I. Representations. Candidate hereby represents that: (a) Candidate is free to enter into this Agreement; (b) entering into this Agreement does not violate the terms of any other agreement between Candidate and any third party; (c) Candidate has read, understood and accepted the Amendments in their present form; and, (d) Candidate has met any other requirements indicated by the Constituents to effectuate this Agreement.
- J. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement in [city, state], on the date and year above first written.

CONSTITUENTS

CANDIDATE

(minimum 25 signatories)

By: [printed name]

By: [printed name]