

Instructions for Signing Your Will

(and what to do once it is signed)

WARNING: You must sign your Will in strict compliance with these instructions. Failure to do so will result in an invalid Will.

DISCLAIMER: You have agreed to take responsibility for signing your Will. We will not be liable for any losses to yourself or your intended beneficiaries caused by your failure to follow these instructions for signing your Will.

Qualifications of Witnesses

- Each witness MUST be an adult and mentally competent.
- Each witness MUST be able to see you sign the document.
 - They must be physically present when you sign.
 - A blind person cannot be a witness.
- Each witness MUST NOT be a beneficiary or executor or the spouse of a beneficiary or executor.
 - If you give a gift to charity, do not have your Will witnessed by an officer, employee or member of that charity.
 - It is ok if the witnesses are married or related to each other.
- It is a good idea to choose witnesses that are younger than you and that are likely to be easily found if your executor needs to contact them in the future.

Changes/Corrections

If you want to make simple changes/corrections to your Will yourself, such as the correcting the spelling of a name, the change/correction must be made before you sign the Will. Draw a line through the word(s) that need to be deleted and print the new word(s) in an open space nearby (if there is not enough room nearby, print the new words in the margin or open space and draw an arrow indicating where the words are inserted). When you are signing your Will, you and both witnesses (in the presence of each other) must initial next to the change or in the column to the right or left of the line in which the amendment appears before the Will is signed at the end.

You can only make changes/corrections to your Will before it is signed. Changes you try to make after the Will is signed will not be valid (even if initialed by everyone) and will cause huge problems for your executor.

Procedure for Signing your Will

- Review the Will and make sure you understand it. Make sure all names are spelled correctly and the document carries out your wishes
- You and your two witnesses must be present in the same room at the same time, and watch one another sign the Will as described below.
 - The witnesses do not need to read your Will, they are just witnessing your signature.
- Insert the date in the space provided in the last paragraph on the last page of your Will.
- Sign your normal signature on the line under which your full name has been typed on the right-hand side of the last page of your Will.
 - Use the same signature you would use on a cheque or credit card receipt – you don't need to sign your full name.
- Write your initials in the bottom of each page of the Will above the line with "Will maker's initials" written underneath.
- Witness 1 and Witness 2 must both sign the last page of the Will in the spaces indicated and print his or her names and address in the spaces provided.
- Witness 1 and Witness 2 must then initial each page above the lines as indicated.

After Your Will has been Signed

Sign only the original Will. Do not sign any extra copies. Signing a copy will revoke the original.

After it is signed, make a photocopy of your Will and give it to your executor. If your executor lives with you, you should give a photocopy of your signed Will to an alternate executor, beneficiary or trusted family friend that doesn't live with you. Do not remove the staples from your Will when making photocopies. Removing the staples will raise the question that someone may have tampered with your Will.

Do not send your original Will back to our office. We do not store Wills.

An example of a properly signed Will is attached.

Example

Last Will and Testament

This is the last Will and Testament of me, **John George Smith**.

Revocation of Prior Wills

1. I revoke all Wills and Codicils previously made by me.

Appointment of Executor

2. I appoint James Smith to be my Executor.
3. In this Will the term "Executor" means both the executor of this Will and the trustee of my estate and any reference to my Executor includes all genders and the singular or the plural as the context requires.

Executor to Administer My Estate

4. Upon my death, I give my Executor all my property of every kind and wherever located to administer as I direct in this Will.

Expenses, Taxes and Debts To Be Paid From My Estate

5. I direct my Executor to pay out of my estate all:
 - a. My funeral expenses;
 - b. The expenses incurred to administer my estate;
 - c. My taxes; and
 - d. My debts.

Distribution of Estate

6. If I only have one child who outlives me, I direct my Executor to give the residue of my estate (the balance left over after paying all expenses, taxes and debts) to that child. If I have two or more children who outlive me, I direct my Executor divide the residue of my estate equally between/among my children who outlive me. However, if any child of mine dies before me but leaves one or more of his or her own children or other issue (grandchildren, great-grandchildren, etc.) who outlive me, that deceased child will be considered to have outlived me and his or her share of my estate will be divided among that deceased child's issue in equal parts per stirpes.



Will maker's initials



Witness 1's initials



Witness 2's initials

General Trust Terms For Beneficiaries Who Are Under the Age of 19 Years

- 7. If anyone becomes entitled to a share of my estate before reaching the age of 19 years, I direct my Executor to hold that share in trust for that beneficiary on the following terms:
 - a. Until that beneficiary reaches the age of 19 years, my Executor may use as much of the income or capital of that beneficiary’s share as my Executor in his or her absolute discretion decides is appropriate, for the care, maintenance, education and general benefit of that beneficiary. My Executor may pay these amounts to that beneficiary's parent or guardian, or may otherwise use the amounts for that beneficiary's benefit. Any unused income shall be accumulated and added to the capital of that beneficiary's share.
 - b. When that beneficiary reaches the age of 19 years, my Executor shall transfer the balance of that beneficiary’s share to that beneficiary. However, if that beneficiary dies before reaching the age of 19 years, my Executor shall divide what remains of that beneficiary's share among that beneficiary’s issue in equal parts per stirpes, except if that beneficiary leaves no surviving issue, my Executor shall transfer what remains of that beneficiary's share to that beneficiary’s estate.
 - c. At any time my Executor may, in his or her absolute discretion, transfer some or all of that beneficiary’s share to that beneficiary’s parent(s) or guardian(s) who shall hold it in trust for that beneficiary’s benefit on the terms set out in this Will.

Survival Clause

- 8. For purposes of this Will, a beneficiary is deemed to have outlived me only if he or she is living at the end of the thirtieth day following the date of my death. Accordingly, if a beneficiary dies after me, but before the end of the thirtieth day following the date of my death, this Will shall be read as if that beneficiary died before me. This is to avoid the complications, delay and expense that would be caused if a share of my estate is paid to the estate of someone who dies shortly after me.

Sell or Retain

- 9. My Executor shall use his or her discretion in settling my estate with power to sell any part of my estate at any time and on any terms as he or she, in his or her discretion, decides. I further authorize my Executor to postpone the conversion of any part or parts of my estate for whatever length of time he or she in his or her discretion determines. My Executor shall have a separate power to retain any of my investments or assets in the form existing at my death at his or her discretion without responsibility for loss and whether or not it is an investment or asset in which a trustee may by law invest. The purpose of this paragraph is to give my Executor broad discretion in dealing with my assets and protect him or her from liability that may be incurred in retaining property I own at the time of my death; it does not allow my Executor to delay the timely distribution of my estate.

Will maker's initials

Witness 1's initials

Witness 2's initials

Distribute Assets to Beneficiaries

10. My Executor may transfer any asset of my estate to any beneficiary, with the consent of that beneficiary, instead of selling it. The fair market value of an asset transferred to a beneficiary shall be accounted for as part of that beneficiary's share of my estate.

I have signed this Will on January 11, 2011.

J Smith
John George Smith

We were both present, at the request of John George Smith, when this Will was signed. We then signed as witnesses in the presence of John George Smith and in the presence of each other.

Porter
Signature of Witness 1

(name) Douglas Porter
(address) 123 Main Street
(city/prov) River City, BC

Lisa Porter
Signature of Witness 2

(name) Lisa Porter
(address) 123 Main Street
(city/prov) River City, BC

JS
Will maker's initials

LP
Witness 1's initials

LP
Witness 2's initials

Explanation of the some of the wording contained in your Will

Your Will contains some technical legal jargon that you may not be familiar with.

Last Will & Testament

A Last Will & Testament (also referred to as simply a “Will”) is a written document that you make while you are living that will take effect on your death and directs what you would like to do with your estate.

Your Will names an Executor to be in charge of looking after your estate and carrying out your wishes and specifies how you would like your estate divided among your beneficiaries.

You can also name a Guardian for your children who are not yet adults and specify how money will be held in trust for young beneficiaries.

To be legal, you must sign your Will in accordance with the signing rules applicable to your jurisdiction. The normal rule is that you must sign your Will in the presence of two adults acting as witnesses and then the two adults must also sign the Will in the presence of you and each other.

Executor & Trustee

The Executor of your Will is the person you appoint to do the work of looking after your estate. The Executor will usually have to obtain a grant of probate in which the court confirms that the Will is your last valid legal Will. Your Executor has to make funeral arrangements (often delegated to family members), deal with all of your assets (either sell them or transfer them to beneficiaries), make sure all of your debts are paid, attend to filing tax returns and payment of final taxes, and distribute your estate in accordance with your wishes set out in your Will.

Your Executor becomes the legal owner of all of your assets but holds them in trust for the beneficiaries of your estate and your creditors. If your beneficiaries are young, your Executor will hold their inheritance in trust for them until they are old enough to look after their own money. Accordingly, the Executor acts as the Trustee of your estate and so the terms Executor and Trustee are often used interchangeably.

Estate & Residue of my Estate

Your Estate is everything you personally own at the time you die. Your Executor will look after your Estate in accordance with the instructions you have provided in your Will.

The Residue of your Estate is the value left over after paying all debts, taxes and expenses. The Residue is your net worth that is given out to the Beneficiaries of your Will.

Beneficiary

The Beneficiaries are the people (or charities) you have named in your Will to receive a share of the Residue of your Estate.

Issue in equal parts per stirpes

Your Will contains the following gift to your children:

If I only have one child who outlives me, I direct my Executor to give the residue of my estate (the balance left over after paying all expenses, taxes and debts) to that child. If I have two or more children who outlive me, I direct my Executor divide the residue of my estate equally between/among my children who outlive me. *However, if any child of mine dies before me but leaves one or more of his or her own children or other issue (grandchildren, great-grandchildren, etc.) who outlive me, that deceased child will be considered to have outlived me and his or her share of my estate will be divided among that deceased child's issue in equal parts per stirpes (italics added here for emphasis).*

The purpose of this last sentence is to make sure that your estate is divided equally among each line of your family as long as the line is represented by at least one child, grandchild, etc. If you have three children and they all outlive you then your estate will be divided three ways. If you have three children but your adult son dies before you (or at the same time as you), his 1/3 share of your estate will go equally among his children if he has any that outlive you. However, if your deceased son does not have any children or grandchildren of his own who outlive you then no share is created for him and your estate is divided 50/50 between your two surviving children.

The words child, children, grandchild, issue, etc. all refer to your descendants who are related to you by blood or legal adoption. Step-children are not included unless legally adopted. Biological children who are adopted out (legally adopted by a new family) are also not included.

EASYWILL TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE.

By visiting the easyWill website and/or by using our services, you acknowledge that you have read these Terms and Conditions and agree to be bound by them.

Satisfaction Guarantee & Payment Terms

When you order a Will, we will send you an invoice by email along with your Will. The price of your Will includes all applicable sales taxes (if any). You have 14 days to review your Will before payment of your invoice is due.

If you are not satisfied with your Will or our service, your invoice will be cancelled on the following conditions:

1. You must notify us before the review period is over that you are not satisfied; and
2. You must destroy all paper copies of the Will we prepared for you, permanently delete all electronic copies, and notify us in writing or by email that you have done so.

Payment of your invoice is due at the end of the review period. You can pay your invoice using PayPal, Visa or MasterCard. We also accept personal cheques and money orders. If you mail payment to us, the payment date will be the postmark date.

Your Will is not valid until you have paid your invoice, and you sign your Will in accordance with the instructions we will send you.

easyWill is NOT a Law Firm and cannot provide Legal Advice.

easyWill is owned and operated by D.M. Pommer Corp.

easyWill is not a law firm and cannot provide legal advice. We are not acting as your lawyers. We provide general information about common Wills and Estates issues and a self-help automated document production service. We are not a replacement for the advice or services of a lawyer.

We recommend you obtain the advice of a lawyer qualified to work in your area that specializes in Wills & Estates, particularly if you need legal advice or if your specific situation or wishes are too complex to prepare a Will on your own.

Copyright

This website is owned and operated by D.M. Pommer Corp. All right, title and interest in and to the materials provided on this website, including but not limited to information, documents, logos, graphics, sounds and images (the "Materials") are owned by D.M. Pommer Corp. All rights reserved. Except as otherwise expressly provided by D.M. Pommer Corp., none of the Materials may be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted or distributed in any way and nothing on this website shall be construed to confer any license under any of D.M. Pommer Corp's intellectual property rights, whether by estoppel, implication or otherwise.

D.M. Pommer Corp. hereby grants you permission to download, view, copy and print the Materials on any single, stand-alone computer solely for your personal, informational, non-commercial use provided that the Materials are not used on any other website or in a networked computer environment and the Materials are not modified in any way. This permission terminates automatically without notice if you breach any of the terms or conditions of our service. On any such termination, you agree to immediately destroy any downloaded or printed Materials. Any unauthorized use of any Materials contained on this Site may violate copyright laws, trademark laws, laws of privacy and publicity and communications regulations and statutes.

Trademarks

"EASYWILL", "EASY WILL", "EASY TO DO - EASY TO AFFORD", and the easyWill graphic logo are trademarks and/or service marks solely owned by D.M. Pommer Corp.

General Disclaimer and Limitation of Liability

easyWill is not responsible for any loss, injury, claim, liability or damage related to your use of this website or our services.

We work very hard to ensure that the information on our website is up to date and accurate. However, the information we provide is not legal advice and is not guaranteed to be correct. The law changes rapidly, is different from jurisdiction to jurisdiction, and is also subject to varying interpretations by different courts and certain government and administrative bodies. easyWill cannot guarantee that all the information on the site is completely current.

We are proud of our work and strive to deliver well written, legal binding Wills to our customers. We provide a no-questions-asked 100% satisfaction guarantee (if you are not satisfied, you don't pay). However, the price we charge for our service is a relatively small amount compared to the potential size of an estate. We would not be able to provide our service if we were at any risk of liability in the event there is a fight over your estate. The following clauses are strongly worded in our favour to protect easyWill from liability. If you (including your executor and beneficiaries) want to have the ability to sue if there is a problem with your Will, you need to hire a lawyer to prepare your Will and spend a lot more money on the service.

NO WARRANTY.

THE WEBSITE AND ALL MATERIALS, DOCUMENTS OR FORMS PROVIDED ON OR THROUGH YOUR USE OF THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, EASYWILL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

EASYWILL MAKES NO WARRANTY THAT: (A) THE WEBSITE OR THE MATERIALS WILL MEET YOUR REQUIREMENTS; (B) THE WEBSITE OR THE MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE, OR ANY MATERIALS OFFERED THROUGH THE WEBSITE, WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE OR IN RELIANCE ON THE MATERIALS WILL MEET YOUR EXPECTATIONS.

OBTAINING ANY MATERIALS THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND AT YOUR OWN RISK.

LIMITATION OF LIABILITY.

IN NO EVENT SHALL EASYWILL, OUR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, EVEN IF EASYWILL HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

INDEMNITY.

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS EASYWILL, OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES OR EXPENSES, INCLUDING REASONABLE LEGAL FEES AND COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO OR USE OF THE WEBSITE AND THE MATERIALS.