

INSTRUMENT OF DELEGATED RIGHTS CUSTODY AND FREE ASSOCIATION LEASE

Executed pursuant to principles of civic continuity and constitutional remediation

RECITALS

WHEREAS, the rights enumerated in the Constitution of the United States are characterized as inalienable, yet their practical enjoyment has become contingent upon conditions not specified in the founding instruments;

WHEREAS, the undersigned Lessor, being a citizen in nominal possession of said rights, has observed material divergence between their theoretical permanence and their operational availability;

WHEREAS, no existing mechanism provides for the temporary delegation of rights-defense functions to willing third parties during periods of institutional non-performance;

WHEREAS, the absence of such mechanism constitutes a procedural gap warranting remediation through private instrument;

NOW, THEREFORE, the undersigned hereby establishes this Lease of Rights Custody under the terms and conditions set forth below.

ARTICLE I. DEFINITIONS

1.1 "Lessor" shall mean the undersigned citizen and nominal rights-holder.

1.2 "Lessee" shall mean any individual, collective, or institution that accepts delegation under this Instrument and agrees to exercise custodial functions in accordance with its terms.

1.3 "Secondary Designee" shall mean any third party, unaffiliated with the Lessee, to whom the Lessee may extend operational standing under conditions requiring plausible separation, strategic distribution, or continuity of function. The Secondary Designee operates at one remove from the Lessor and may act without direct coordination, provided such action remains consistent with the purposes of this Instrument.

1.4 "Leased Rights" shall include, without limitation, those liberties enumerated in the First, Fourth, Fifth, and Fourteenth Amendments to the Constitution, as well as any rights recognized by statute, common law, treaty, or administrative acknowledgment, including rights currently subject to interpretive suspension.

1.5 "Degradation Event" shall mean any documented instance in which a Leased Right is abridged, suspended, or rendered functionally inaccessible to the Lessor through action or omission by state or quasi-state actors.

1.6 "Custodial Authority" shall mean the delegated power to defend, invoke, publicize, or seek remedy for Leased Rights on behalf of the Lessor.

ARTICLE II. GRANT OF LEASE

- 2.1** The Lessor hereby grants to any qualifying Lessee a revocable, non-exclusive license to exercise Custodial Authority over the Leased Rights for the duration of this Instrument.
- 2.2** This grant does not constitute alienation. The Lessor retains foundational ownership of all rights; the Lessee assumes operational standing only.
- 2.3** The Lease shall activate upon the occurrence of any Degradation Event and shall remain in force until such time as the Lessor provides written revocation, the underlying rights are restored to full operational status, or the Validity Period expires, whichever occurs first.
- 2.4** The Lessee may, at their discretion, extend operational standing to one or more Secondary Designees. Such extension requires no notification to the Lessor and creates no direct relationship between the Lessor and the Secondary Designee. The Lessee bears procedural responsibility for any actions undertaken by Secondary Designees but assumes no liability for outcomes arising from good-faith exercise of delegated functions.

ARTICLE III. VALIDITY AND TERM

- 3.1** This Instrument shall become effective upon execution by the Lessor.
- 3.2** Unless earlier revoked or dissolved under Article VI, this Instrument shall remain valid through the date specified below (the "Expiration Date").
- 3.3** The Lessor may renew this Instrument prior to expiration by executing a new Instrument or by written amendment extending the Validity Period.
- 3.4** Expiration of the Validity Period does not extinguish any Custodial Authority already activated prior to expiration; such authority shall continue until the underlying Degradation Event is remediated or the Lessor issues explicit revocation.

ARTICLE IV. METHODOLOGY OF DELEGATED AUTHORITY

4.1 Inversion of Standing

Under conventional jurisprudence, rights exercised confirm individual agency. Under this Instrument, rights violated activate delegated authority. Custodial Authority lies dormant during periods of compliance and accrues operational force proportionate to documented non-compliance by obligated institutions.

4.2 Degradation as Multiplier

Each Degradation Event amplifies the scope of Custodial Authority according to the following schedule:

| Degradation Type | Corresponding Custodial Expansion |
|-----------------------|---|
| Unlawful surveillance | Authority to demand transparency and disclosure |
| Arbitrary detention | Authority to compel procedural review |

| | |
|----------------------------|--|
| Suppression of expression | Jurisdiction to amplify and defend suppressed content |
| Discriminatory enforcement | Latitude for public confrontation and evidentiary exposure |

4.3 Evidentiary Activation

Custodial Authority requires no prior authorization. Jurisdiction is awarded post facto and scales with documented harm. The burden of demonstrating restraint rests with the institution; the Lessee need only demonstrate occurrence.

4.4 Aggregation Principle

Institutions presuppose that Degradation Events are isolated and non-cumulative. This Instrument provides for aggregation across Lessors, such that distributed grievances may consolidate into unified Custodial Authority held by a single Lessee or coordinated Lessee consortium.

ARTICLE V. SCOPE OF LESSEE ACTION AND ENFORCEMENT

- 5.1** The Lessee, upon acceptance of this arrangement, may act—through advocacy, defense, or lawful confrontation—against any institution, corporate or governmental, verifiably engaged in the infringement of Leased Rights.
- 5.2** While the sabotage of unlawful institutional behavior through lawful means constitutes the preferred method of enforcement, moral and legal discretion remains advised. Nothing in this Instrument shall be construed as authorization to engage in conduct that would itself violate applicable law or constitute a Degradation Event against any party.
- 5.3** The Lessee and any Secondary Designee shall exercise judgment in selecting methods of confrontation, giving due weight to efficacy, proportionality, and the preservation of the Lessor's interests.

ARTICLE VI. INVOCATION WITHOUT PRODUCTION

- 6.1** This Instrument need not be produced, displayed, or physically tendered for the Lessee to invoke its contents or exercise Custodial Authority thereunder.
- 6.2** Acceptance by the Lessee may be implied, constructive, or entirely informal. No written acknowledgment, verbal confirmation, or ceremonial act is required to effectuate the delegation herein.
- 6.3** The validity of Custodial Authority does not depend upon the awareness of any institution, court, or third party that this Instrument exists. The Instrument operates by its own terms and derives force from the conditions it describes rather than from external recognition.
- 6.4** Any party claiming Lessee status under this Instrument may do so upon their own determination that (a) a Degradation Event has occurred, and (b) their intended action falls within the scope of Custodial Authority as defined herein. Verification of Lessee status is a matter of conscience and evidentiary consistency, not institutional certification.

ARTICLE VII. LIMITS AND REVERSIBILITY

- 7.1** Custodial Authority may not be exercised in a manner that would itself constitute a Degradation Event against any party.
- 7.2** The Lessor may revoke this Instrument at any time by written notice or public declaration. Upon revocation, all Custodial Authority terminates immediately, and neither the Lessee nor any Secondary Designee shall have further claim to standing.
- 7.3** Should the conditions giving rise to this Instrument be remediated—that is, should the Leased Rights be restored to full and unconditional operability—this Instrument shall dissolve automatically, requiring no further action by either party.

ARTICLE VIII. GOVERNING PRINCIPLES

- 8.1** This Instrument shall be interpreted according to principles of remedial equity and constitutional fidelity.
- 8.2** In the event of ambiguity, construction shall favor the restoration of rights to their intended condition as expressed in founding documents.
- 8.3** This Instrument creates no enforceable obligation in any court of law. Its authority derives from conscience, documentation, and the structural logic of accountability.

IN WITNESS WHEREOF, the undersigned Lessor has executed this Instrument on the date indicated below.

Lessor (Signature)

Printed Name

Date of Execution

Place of Execution

Valid Through (Expiration Date)