

BASIC BUSINESS CONTRACT

Location: _____ Contract Number: _____

Party A (Seller/Service Provider) Information:

Full Legal Name: _____

Business Address: _____

Phone/Email: _____

Party B (Buyer/Client) Information:

Full Legal Name: _____

Business Address: _____

Phone/Email: _____

Recitals:

WHEREAS, Party A is engaged in the business of providing certain goods and/or services; and WHEREAS, Party B wishes to obtain such goods and/or services from Party A under the terms set forth herein; NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Section 1 – Definitions

For purposes of this Contract, the following terms shall have the meanings set forth herein, unless the context otherwise requires. Any capitalized term not defined herein shall have the meaning ascribed to it in the applicable laws of the United States.

Section 2 – Scope of Work / Goods

Party A agrees to provide the goods and/or services ("Deliverables") specified in the attached Schedule A, incorporated herein by reference. Party A shall perform all services and deliver all goods in a professional, workmanlike manner and in compliance with all applicable laws, industry standards, and regulations.

Section 3 – Payment Terms

Party B shall pay Party A the total amount specified in Schedule B attached hereto, according to the payment schedule outlined therein. All payments shall be made in lawful United States currency, without deduction or offset, unless otherwise agreed in writing. Late payments shall accrue interest at the maximum rate permitted by applicable law.

Section 4 – Term and Termination

This Contract shall commence upon execution by both parties and shall continue in effect until all obligations have been fulfilled, unless earlier terminated as provided herein. Either party may terminate this Contract for cause upon material breach by the other party, provided that the breaching party fails to cure such breach within fourteen (14) days after receipt of written notice.

Section 5 – Confidentiality

Each party agrees to maintain the confidentiality of any proprietary or confidential information received from the other party during the term of this Contract and thereafter, except as required by law or with prior written consent. This obligation shall survive termination of this Contract.

Section 6 – Warranties and Representations

Party A represents and warrants that it has full right, power, and authority to enter into and perform this Contract, that the Deliverables will conform to specifications and be free from defects, and that all services will be performed in a professional manner. EXCEPT AS EXPRESSLY PROVIDED, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.

Section 7 – Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party, its affiliates, and their respective officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or resulting from any breach of this Contract, negligence, or willful misconduct by the indemnifying party.

Section 8 – Limitation of Liability

Neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Contract, regardless of the cause of action, even if advised of the possibility thereof. The total liability of either party for any claim arising under this Contract shall not exceed the total amount paid by Party B to Party A under this Contract.

Section 9 – Compliance with Laws

Both parties shall comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with performance under this Contract, including but not limited to labor, employment, tax, and export control laws.

Section 10 – Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this Contract if such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, governmental restrictions, strikes, or natural disasters. The affected party shall promptly notify the other party and use commercially reasonable efforts to resume performance.

Section 11 – Independent Contractor

The parties acknowledge that Party A is an independent contractor and not an employee, partner, or joint venturer of Party B. Neither party has the authority to bind the other or incur obligations on its behalf without prior written consent.

Section 12 – Assignment

Neither party may assign or transfer this Contract or any rights or obligations hereunder without the prior written consent of the other party, except that Party A may assign this Contract in connection with a merger, acquisition, or sale of all or substantially all of its assets.

Section 13 – Notices

All notices, requests, demands, and other communications under this Contract shall be in writing and shall be deemed properly given when delivered personally, sent by nationally recognized overnight courier, or by certified mail, return receipt requested, to the addresses set forth above or such other addresses as may be designated in writing.

Section 14 – Governing Law and Jurisdiction

This Contract shall be governed by and construed in accordance with the laws of the United States and the State of _____, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____, for any disputes arising from this Contract.

Section 15 – Dispute Resolution

The parties agree to attempt in good faith to resolve any dispute arising under or related to this Contract through

negotiation within thirty (30) days of written notice of such dispute. If unresolved, the dispute shall be submitted to mediation before resorting to arbitration or litigation.

Section 16 – Entire Agreement

This Contract, including all schedules, exhibits, and attachments, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and representations.

Section 17 – Amendments

No amendment or modification of this Contract shall be valid unless in writing and signed by authorized representatives of both parties.

Section 18 – Severability

If any provision of this Contract is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' original intent.

Section 19 – Waiver

No failure or delay by either party in exercising any right under this Contract shall operate as a waiver of such right or any other rights. Any waiver must be in writing and signed by the waiving party.

Section 20 – Counterparts

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

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