

BASIC CONTRACT AGREEMENT

Party A (Provider): _____

Full Name / Organization: _____

Address: _____

Phone / Email: _____

Party B (Recipient): _____

Full Name / Organization: _____

Address: _____

Phone / Email: _____

1. Agreement Overview

Party A agrees to provide and Party B agrees to receive the goods and/or services as described in this contract, subject to the terms and conditions contained herein.

2. Description of Goods and/or Services

The goods and/or services to be provided under this contract include all items, deliverables, tasks, and obligations as specified in the attached Schedule A, incorporated herein by reference.

3. Payment Terms

Party B shall pay Party A the total amount agreed upon in Schedule B. Payment shall be made in U.S. Dollars via mutually agreed methods and according to the schedule outlined in Schedule B.

4. Delivery and Acceptance

Party A shall deliver the goods and/or perform the services by the dates specified in Schedule C. Party B shall inspect and accept the goods/services promptly, providing written notice of any deficiencies within a reasonable period.

5. Warranties

Party A warrants that all goods and services shall conform to the specifications, be free from defects in workmanship and materials, and comply with all applicable laws and regulations. These warranties shall survive acceptance and shall be enforceable under U.S. law.

6. Term and Termination

This contract shall commence upon execution and remain in effect until all obligations are fulfilled unless terminated earlier pursuant to the terms herein. Either party may terminate for cause upon written notice if the other party materially breaches any term and fails to cure within a reasonable period.

7. Confidentiality

Both parties agree to maintain the confidentiality of all proprietary information disclosed during the performance of this contract and shall not disclose such information to third parties except as required by law or with prior written consent.

8. Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party from any claims, damages, liabilities, and expenses arising out of negligent acts, omissions, or willful misconduct related to this contract.

9. Limitation of Liability

Neither party shall be liable to the other for any indirect, incidental, consequential, or punitive damages arising out of or related to this contract, except for damages resulting from gross negligence or willful misconduct.

10. Governing Law and Venue

This contract shall be governed by and construed in accordance with the laws of the State of _____. Any disputes arising under this contract shall be subject to the exclusive jurisdiction and venue of the state or federal courts located in _____ County, _____.

11. Entire Agreement

This contract, including all attached Schedules, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

12. Amendments

Any amendments or modifications to this contract must be made in writing and signed by authorized representatives of both parties.

13. Severability

If any provision of this contract is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14. Notices

All notices required or permitted under this contract shall be in writing and delivered by hand, certified mail, overnight courier, or electronic means with confirmation, to the addresses specified above or as otherwise designated.

15. Counterparts

This contract may be executed in counterparts, each of which shall be deemed an original and all of which constitute one instrument.

PARTY A SIGNATURE

Printed Name: _____

Title (if applicable): _____

Date: _____

Signature: _____

PARTY B SIGNATURE

Printed Name: _____

Title (if applicable): _____

Date: _____

Signature: _____

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