

BINDING CONTRACT AGREEMENT

Parties: _____

First Party Information:

Full Legal Name: _____

Address: _____

Phone / Email: _____

Second Party Information:

Full Legal Name: _____

Address: _____

Phone / Email: _____

Recitals:

WHEREAS, the parties desire to enter into a binding agreement concerning the subject matter described herein; and
WHEREAS, this Contract Agreement sets forth the terms and conditions governing the parties' rights and obligations.

1. Agreement Subject Matter

The parties agree that this Contract is a legally binding agreement enforceable under United States law. The specific obligations, deliverables, and performance requirements are set forth in this Contract.

2. Obligations of the Parties

Each party shall fulfill their respective duties as outlined in this Contract promptly, in good faith, and to the best of their abilities. Failure to perform any material obligation constitutes a breach subject to remedies herein.

3. Term and Termination

This Contract shall commence upon execution by both parties and shall remain in effect until all obligations have been satisfied or the Contract is terminated by mutual agreement, material breach, or other lawful means.

4. Payment Terms

Any payments due under this Contract shall be made in accordance with the agreed schedule and method. Late payments shall accrue interest at the maximum rate permitted by applicable law.

5. Confidentiality

The parties agree to keep all confidential information received in connection with this Contract strictly confidential and shall not disclose such information except as required by law or with prior written consent.

6. Representations and Warranties

Each party represents and warrants that it has full authority to enter into this Contract, and that entering into this Contract does not violate any other agreement or legal obligation.

7. Limitation of Liability

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

8. Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party from any claims, damages, liabilities, costs, or expenses arising from breach of this Contract or negligence.

9. Dispute Resolution

Any disputes arising out of or relating to this Contract shall first be attempted to be resolved through good faith negotiations. If unresolved, disputes shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association, with the location mutually agreed upon.

10. Governing Law and Venue

This Contract shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

11. Force Majeure

Neither party shall be liable for delays or failures in performance resulting from causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, governmental actions, or natural disasters.

12. Assignment

Neither party may assign or transfer their rights or obligations under this Contract without the prior written consent of the other party, except to a successor entity in connection with a merger or sale of substantially all assets.

13. Amendments and Waivers

Any amendments or modifications to this Contract must be made in writing and signed by authorized representatives of both parties. Waiver of any breach shall not be deemed a waiver of any subsequent breach.

14. Entire Agreement

This Contract, including any exhibits or attachments hereto, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements relating to the subject matter hereof.

15. Severability

If any provision of this Contract is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

16. Notices

All notices required or permitted under this Contract shall be in writing and shall be deemed effective upon delivery if delivered personally, by nationally recognized overnight courier, certified mail (return receipt requested), or by electronic means with confirmation of receipt, to the parties' addresses set forth above or to such other address as either party may designate by notice.

17. Counterparts and Electronic Signatures

This Contract may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall have the same legal effect as original handwritten signatures.

FIRST PARTY SIGNATURE

SECOND PARTY SIGNATURE

Signature: _____

Signature: _____

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