

BUSINESS CONTRACT PROPOSAL

Proposal Title: _____ Reference No.: _____

Proposer Information:

Company Name: _____

Contact Person: _____

Address: _____

Phone/Email: _____

Client Information:

Company Name: _____

Contact Person: _____

Address: _____

Phone/Email: _____

Project Information:

Project Name: _____

Description: _____

Proposal Summary:

This Proposal outlines the terms under which the Proposer offers to provide goods or services to the Client as specified herein. The Proposal is subject to the terms and conditions set forth in this document and any attached schedules.

Section 1 – Scope of Work

The Proposer shall perform the services and deliver the goods described in the attached Scope of Work Schedule, which is incorporated herein by reference. The Proposer agrees to perform in a professional and timely manner in accordance with industry standards.

Section 2 – Payment Terms

The Client agrees to pay the Proposer the total amount specified in the Payment Schedule. Payment shall be made according to the milestones and deadlines set forth. Late payments shall bear interest at the maximum rate allowed by applicable law.

Section 3 – Term and Termination

This Proposal shall commence upon acceptance by the Client and shall remain in effect until all obligations are fulfilled or terminated by either party upon thirty (30) days written notice. Termination shall not relieve the Client of payment for services rendered or goods delivered prior to termination.

Section 4 – Confidentiality

Both parties agree to keep confidential all information disclosed during the term of this Proposal that is marked confidential or would reasonably be considered confidential. This obligation shall survive termination.

Section 5 – Intellectual Property

All intellectual property rights created or developed by the Proposer in connection with this Proposal shall remain the sole property of the Proposer, except as otherwise agreed in writing.

Section 6 – Warranties and Representations

The Proposer represents and warrants that it has the full right and authority to enter into this Proposal and perform its obligations. The goods and services shall conform to the specifications and be free from defects for a period of ninety (90) days after delivery.

Section 7 – Indemnification

Each party agrees to indemnify, defend, and hold harmless the other from any claims, damages, or liabilities arising out of breach of this Proposal or negligence, except to the extent caused by the indemnified party's own gross negligence or willful misconduct.

Section 8 – Limitation of Liability

In no event shall either party be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Proposal, regardless of the cause of action.

Section 9 – Governing Law and Venue

This Proposal 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 courts located in _____ County, _____.

Section 10 – Entire Agreement

This Proposal, including all attachments and schedules, constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all prior agreements or understandings, whether written or oral.

Section 11 – Amendments

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

Section 12 – Force Majeure

Neither party shall be liable for delays or failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, governmental actions, or natural disasters.

Section 13 – Notices

All notices required or permitted under this Proposal shall be in writing and deemed given when personally delivered, sent by nationally recognized overnight courier, or mailed by certified mail, return receipt requested, to the addresses provided above or as otherwise designated in writing.

Section 14 – Severability

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

Section 15 – Waiver

Failure to enforce any provision of this Proposal shall not constitute a waiver of that provision or any other rights.

Section 16 – Counterparts

This Proposal may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

Section 17 – Relationship of Parties

The parties are independent contractors. Nothing in this Proposal creates any partnership, joint venture, or agency relationship.

Section 18 – Compliance with Laws

Each party agrees to comply with all applicable laws, regulations, and ordinances in performing under this Proposal.

Section 19 – Assignment

Neither party may assign its rights or delegate its duties under this Proposal without the prior written consent of the other party.

Section 20 – Signatures

The parties have caused this Proposal to be executed by their duly authorized representatives as of the effective date of acceptance.

PROPOSER'S AUTHORIZED SIGNATURE

CLIENT'S AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

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