

CONTINGENCY CONTRACT

Parties: _____

Party A Information:

Full Legal Name: _____

Address: _____

Phone/Email: _____

Party B Information:

Full Legal Name: _____

Address: _____

Phone/Email: _____

Recitals:

WHEREAS, Party A and Party B desire to enter into this Contingency Contract (the “Contract”) to set forth the terms and conditions upon which certain obligations and contingencies are agreed; and WHEREAS, the parties intend this Contract to be legally binding and enforceable under the laws of the United States.

1. Definitions

1.1 “Contingency” means the condition or event upon which this Contract is dependent, as expressly described herein. 1.2 “Effective Date” means the date upon which this Contract is executed by both parties. 1.3 “Party” or “Parties” refers to Party A and/or Party B as identified herein. 1.4 “Notice” means any required written communication between the Parties as outlined in this Contract.

2. Contingency Conditions

2.1 This Contract is expressly contingent upon the satisfaction or waiver of the following conditions by the specified party: a) [Describe condition one in detail]. b) [Describe condition two in detail]. 2.2 If any contingency is not satisfied or waived in accordance with the terms herein, the affected party shall have the right to terminate this Contract without liability.

3. Obligations of the Parties

3.1 Party A agrees to: a) [Detail obligations of Party A]. b) [Additional obligations if any]. 3.2 Party B agrees to: a) [Detail obligations of Party B]. b) [Additional obligations if any].

4. Term and Termination

4.1 This Contract shall commence upon the Effective Date and remain in effect until all contingencies are satisfied or this Contract is terminated in accordance with its terms. 4.2 Either Party may terminate this Contract by providing written notice to the other Party if a contingency is not satisfied within the agreed timeframe.

5. Representations and Warranties

5.1 Each Party represents and warrants that it has the full right, power, and authority to enter into this Contract. 5.2 Each Party further represents that it will comply with all applicable laws, rules, and regulations in performing its obligations hereunder.

6. Confidentiality

6.1 The Parties agree to keep confidential all non-public information exchanged in connection with this Contract, except as required by law or agreed in writing. 6.2 This obligation shall survive the termination or expiration of this Contract.

7. Indemnification

7.1 Each Party shall indemnify, defend, and hold harmless the other Party against any claims, losses, damages, liabilities, costs, and expenses arising from breach of this Contract or negligence.

8. Limitation of Liability

8.1 Neither Party shall be liable for indirect, incidental, consequential, special, or punitive damages, including lost profits, arising out of or related to this Contract.

9. Governing Law and Venue

9.1 This Contract shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of law principles. 9.2 The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

10. Notices

10.1 All notices under this Contract shall be in writing and deemed given when delivered by hand, nationally recognized overnight courier, certified mail return receipt requested, or electronic transmission with confirmation, to the Parties' addresses as set forth herein or as updated by notice.

11. Entire Agreement

11.1 This Contract constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof. 11.2 No amendment shall be effective unless in writing signed by both Parties.

12. Severability

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

13. Waiver

13.1 Failure or delay by either Party to enforce any provision or right under this Contract shall not constitute a waiver thereof.

14. Counterparts and Execution

14.1 This Contract may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one instrument. 14.2 Electronic signatures shall be deemed valid and binding as originals.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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