

CONTRACT NEGOTIATION AGREEMENT

Negotiation Location: _____ Effective Date: _____

Parties Information:

Party A (Negotiator) Full Name: _____

Party A Identification No.: _____

Party A Contact Info: _____

Party B (Negotiator) Full Name: _____

Party B Identification No.: _____

Party B Contact Info: _____

Subject Matter:

Description of the item or matter to be negotiated:

Negotiation Terms:

Terms governing the negotiation process:

Confidentiality:

Both parties agree to keep negotiation details confidential except as required by law or with prior consent.

Good Faith Negotiation:

Parties commit to negotiate in good faith to reach a definitive agreement.

Termination:

Either party may terminate negotiations at any time upon written notice to the other party.

No Binding Agreement:

This Agreement does not create any binding obligation to consummate a transaction unless and until a definitive agreement is executed.

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflict of laws.

Any disputes arising hereunder shall be subject to the exclusive jurisdiction of the state or federal courts located in _____ County.

Clause 1 – Purpose

This Agreement sets forth the terms and conditions by which the parties agree to negotiate in good faith toward a definitive contract regarding the subject matter described herein.

Clause 2 – Exclusivity

Unless otherwise agreed, parties shall engage exclusively with each other with respect to the subject matter during the negotiation period.

Clause 3 – Confidential Information

All information exchanged between parties in connection with negotiations shall be confidential and may not be disclosed to third parties except as required by law or authorized in writing.

Clause 4 – Negotiation Period

The negotiation period shall continue until terminated by either party or until a definitive agreement is executed.

Clause 5 – Representations and Warranties

Each party represents that it has the authority to enter into this Agreement and that the negotiation process will be conducted in good faith.

Clause 6 – No Obligation to Proceed

Neither party shall be obligated to consummate any transaction or enter into any further agreement until such time as a definitive written agreement is executed.

Clause 7 – Costs and Expenses

Each party shall bear its own costs and expenses related to the negotiation process, unless otherwise agreed in writing.

Clause 8 – Notices

All notices under this Agreement shall be in writing and delivered by hand, certified mail, overnight courier, or electronic means capable of confirming delivery.

Clause 9 – Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes all prior discussions or agreements.

Clause 10 – Amendments

Any amendment to this Agreement shall be in writing and signed by both parties.

Clause 11 – Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder shall continue in full force and effect.

Clause 12 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one agreement.

Clause 13 – No Waiver

Failure to enforce any provision shall not constitute a waiver of any other provision or right.

Clause 14 – Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Clause 15 – No Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

Clause 16 – Relationship of Parties

Nothing in this Agreement shall create a partnership, joint venture, or agency relationship between the parties.

Clause 17 – Force Majeure

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control.

Clause 18 – Compliance with Laws

Parties agree to comply with all applicable laws and regulations in connection with this Agreement and negotiations.

Clause 19 – Headings

Headings are for reference only and shall not affect the interpretation of this Agreement.

Clause 20 – Signatures

The parties have caused this Agreement to be executed by their duly authorized representatives as of the date of last signature.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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