

# CONTRACTOR LETTER OF INTENT

To: \_\_\_\_\_

From: \_\_\_\_\_  
Subject: \_\_\_\_\_

Letter of Intent to Enter into a Contract for Services

## 1. Parties:

This Letter of Intent ("LOI") is entered into by and between:

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Information: \_\_\_\_\_

## 2. Purpose:

The purpose of this LOI is to set forth the terms and conditions under which the Contractor intends to provide services to the Client, and to establish a framework for negotiation of a definitive contract (the "Agreement"). This LOI is non-binding except where expressly stated.

## 3. Scope of Services:

Contractor shall provide the following services to Client: \_\_\_\_\_  
(detailed description of services to be provided). The specific scope, timelines, deliverables, and milestones shall be defined in the subsequent Agreement.

## 4. Term:

This LOI shall be effective upon execution by both parties and shall remain in effect until superseded by a definitive Agreement or terminated.

## 5. Payment Terms:

Compensation for services shall be as mutually agreed upon in the definitive Agreement. Any payments or deposits made prior to such Agreement shall be expressly stated and agreed upon in writing.

## 6. Confidentiality:

Both parties agree to keep confidential and not disclose any proprietary or confidential information received from the other party during the negotiation and performance of the Agreement, except as required by law or with prior written consent.

## 7. Non-Binding Nature:

Except for sections titled 'Confidentiality', 'Governing Law', 'Dispute Resolution', and 'Termination' (if any), this LOI does not create any binding obligation for either party to enter into the definitive Agreement.

## 8. Governing Law:

This LOI shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of laws provisions.

## 9. Dispute Resolution:

Any disputes arising out of or relating to this LOI shall be resolved through good faith negotiations between the parties. If unresolved, disputes shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association in the State of \_\_\_\_\_.

**10. Termination:**

Either party may terminate this LOI upon written notice to the other party. Termination of this LOI shall not relieve either party from obligations accrued prior to termination nor affect the enforceability of provisions intended to survive termination.

**11. Entire Agreement:**

This LOI contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

**12. Counterparts and Electronic Signatures:**

This LOI may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed as valid as originals.

**CONTRACTOR'S SIGNATURE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**CLIENT'S SIGNATURE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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