

DRAFT CONTRACT AGREEMENT

Parties: _____

Party A Information:

Full Legal Name: _____

Address: _____

Phone / Email: _____

Party B Information:

Full Legal Name: _____

Address: _____

Phone / Email: _____

Recitals:

WHEREAS, the Parties desire to enter into this Agreement to set forth the terms and conditions under which certain transactions or arrangements shall be governed; and WHEREAS, the Parties intend that this Agreement be legally binding and enforceable under United States law.

1. Definitions

Capitalized terms used herein shall have the meanings assigned to them in the relevant sections of this Agreement or as commonly understood in the applicable industry.

2. Scope of Agreement

This Agreement sets forth the rights and obligations of the Parties with respect to the subject matter described herein.

3. Obligations of the Parties

Each Party shall perform its respective duties and responsibilities as detailed in this Agreement in a timely and professional manner.

4. Term and Termination

This Agreement shall commence upon execution and remain in effect until terminated by mutual written consent of the Parties or as otherwise provided herein.

5. Confidentiality

The Parties agree to maintain in strict confidence all non-public information disclosed in connection with this Agreement and to use such information solely for the purposes of performing under this Agreement.

6. Representations and Warranties

Each Party represents and warrants that it has the full power and authority to enter into this Agreement and that the execution and performance thereof will not violate any applicable law or agreement.

7. Indemnification

Each Party shall indemnify, defend, and hold harmless the other Party from any claims, liabilities, damages, or expenses arising out of any breach of this Agreement.

8. Limitation of Liability

Except for liability arising from gross negligence, willful misconduct, or breach of confidentiality, neither Party shall be liable to the other for consequential, incidental, or punitive damages.

9. Governing Law and Venue

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

10. Dispute Resolution

The Parties agree to attempt in good faith to resolve any disputes arising under this Agreement through negotiation or mediation prior to litigation.

11. Notices

All notices and communications required or permitted hereunder shall be in writing and delivered by hand, certified mail, recognized overnight courier, or electronic means with confirmation, addressed to the Parties at their respective addresses.

12. Amendments

No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the duly authorized representatives of both Parties.

13. Entire Agreement

This Agreement, including any exhibits or schedules hereto, constitutes the entire understanding between the Parties and supersedes all prior discussions, agreements, or understandings of any kind.

14. Severability

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

15. Waiver

Failure of either Party to enforce any provision shall not constitute a waiver of future enforcement of that or any other provision.

16. Counterparts

This Agreement 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.

17. Assignment

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

18. Force Majeure

Neither Party shall be liable for delays or failures in performance due to causes beyond their reasonable control, including acts of God, war, terrorism, strikes, or governmental action.

19. Independent Contractors

The Parties acknowledge that they are independent contractors and that this Agreement does not create a partnership, joint venture, or employment relationship.

20. Signatures

The Parties have executed this Agreement as of the date first written above through their respective authorized representatives.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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