

GENERAL CONTRACT AGREEMENT

Location: _____ Date: _____

Party A Information:

Full Name / Entity: _____

Identification Number / Tax ID: _____

Address: _____

Phone/Email: _____

Party B Information:

Full Name / Entity: _____

Identification Number / Tax ID: _____

Address: _____

Phone/Email: _____

Recitals

WHEREAS, Party A and Party B desire to enter into this Agreement to establish the terms and conditions under which they will engage in the transaction described herein; and WHEREAS, both Parties acknowledge that they have had the opportunity to seek independent advice and have read and understood all provisions of this Agreement.

Clause 1 – Definitions

The capitalized terms used in this Agreement shall have the meanings assigned to them herein or otherwise as defined within the relevant sections of this Agreement.

Clause 2 – Subject Matter

Party A agrees to provide, and Party B agrees to receive, the goods and/or services described herein subject to the terms and conditions of this Agreement.

Clause 3 – Consideration and Payment

Party B shall pay Party A the agreed amount as full compensation for the goods and/or services. Payment terms, methods, and deadlines are specified herein.

Clause 4 – Delivery and Acceptance

Party A shall deliver the goods and/or services by the agreed date or within the agreed timeframe. Party B shall have a reasonable period to inspect and accept or reject the goods/services.

Clause 5 – Representations and Warranties

Each Party represents and warrants that it has full authority to enter into this Agreement, and that the execution and performance of this Agreement does not violate any other agreements or legal obligations.

Clause 6 – Confidentiality

The Parties agree to keep confidential all information received in connection with this Agreement and shall not disclose such information to any third party except as required by law or with prior consent.

Clause 7 – Term and Termination

This Agreement shall commence upon execution and continue until the obligations have been fulfilled or otherwise terminated in accordance with the provisions herein.

Clause 8 – Indemnification

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

Clause 9 – Limitation of Liability

Except for liability arising from gross negligence or willful misconduct, neither Party shall be liable for indirect, incidental, consequential, or punitive damages.

Clause 10 – Force Majeure

Neither Party shall be liable for failure to perform its obligations where such failure results from causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, or governmental actions.

Clause 11 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the United States and the specific State as agreed by the Parties. The Parties consent to the exclusive jurisdiction and venue of the courts located within the agreed jurisdiction.

Clause 12 – Dispute Resolution

The Parties agree to attempt to resolve any disputes arising out of this Agreement amicably through negotiation or mediation before resorting to litigation.

Clause 13 – Amendments

No amendment or modification of this Agreement shall be valid unless made in writing and signed by both Parties.

Clause 14 – Entire Agreement

This Agreement, including all attachments and schedules, constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, or representations.

Clause 15 – Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed properly given when delivered in person, sent via nationally recognized overnight courier, certified mail, or electronic means with confirmation.

Clause 16 – Severability

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

Clause 17 – Waiver

No waiver of any breach of any provision of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other provision.

Clause 18 – Assignment

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

Clause 19 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and electronic signatures shall have the same force and effect as original signatures.

Clause 20 – Compliance with Laws

Both Parties shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of this Agreement.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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