

# LANCE MODEL CONTRACT

Contracting Parties:

**Party A (LANCE):**

Full Legal Name: \_\_\_\_\_

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

Contact Phone/Email: \_\_\_\_\_

**Party B (Client):**

Full Legal Name: \_\_\_\_\_

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

Contact Phone/Email: \_\_\_\_\_

**Contract Details:**

Service Description: \_\_\_\_\_

Contract Term: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

**Clause 1 – Purpose and Scope**

This Contract sets forth the terms and conditions under which LANCE agrees to provide services to the Client. The scope of services shall be as described and agreed upon in this document and any subsequent amendments signed by both parties.

**Clause 2 – Term and Termination**

The Contract shall commence upon execution by both parties and continue for the agreed term unless terminated earlier pursuant to the provisions herein. Either party may terminate this Contract upon written notice for cause or convenience subject to any applicable notice period.

**Clause 3 – Payment and Fees**

The Client agrees to compensate LANCE as specified in the Payment Terms section. All payments shall be made in US Dollars unless otherwise agreed in writing. Late payments shall bear interest at the maximum rate permitted by law. Fees are exclusive of applicable taxes, which shall be borne by the Client.

**Clause 4 – Obligations of LANCE**

LANCE shall perform the services with reasonable skill, care, and diligence in accordance with industry standards and applicable laws. LANCE shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the performance of the services.

**Clause 5 – Obligations of the Client**

The Client shall provide timely access, information, and cooperation as reasonably required by LANCE for the performance of the services. Failure to do so may result in delays or additional charges and shall not be deemed a breach by LANCE.

**Clause 6 – Confidentiality**

Each party agrees to maintain the confidentiality of any proprietary or confidential information disclosed during the term of this Contract and not to disclose such information to any third party except as required by law or with prior

written consent.

#### **Clause 7 – Intellectual Property**

All intellectual property rights arising from the services performed under this Contract shall be owned by LANCE, except as specifically assigned in writing. The Client is granted a limited, non-exclusive license to use deliverables solely for its internal purposes.

#### **Clause 8 – Warranties and Disclaimers**

LANCE warrants that services will be performed in a professional manner consistent with industry standards. Except as expressly set forth herein, LANCE disclaims all other warranties, express or implied, including merchantability and fitness for a particular purpose.

#### **Clause 9 – Limitation of Liability**

LANCE's liability under this Contract shall be limited to direct damages not exceeding the total fees paid by the Client. Neither party shall be liable for consequential, incidental, punitive, or special damages arising out of or related to this Contract.

#### **Clause 10 – Indemnification**

The Client agrees to indemnify and hold harmless LANCE and its affiliates, officers, and employees from any claims, damages, liabilities, costs, and expenses arising out of the Client's breach of this Contract or misuse of the services.

#### **Clause 11 – Force Majeure**

Neither party shall be liable for any failure or delay in performance due to causes beyond their reasonable control, including natural disasters, acts of government, labor disputes, or other force majeure events.

#### **Clause 12 – Governing Law and Venue**

This Contract shall be governed by and construed in accordance with the laws of the United States and the State where LANCE maintains its principal place of business without regard to conflict of law rules. The parties agree that exclusive jurisdiction and venue shall lie in the state or federal courts located therein.

#### **Clause 13 – Dispute Resolution**

Any disputes arising out of or relating to this Contract shall first be attempted to be resolved amicably through good faith negotiation. If unresolved, disputes shall be finally settled by binding arbitration in accordance with the rules of the American Arbitration Association.

#### **Clause 14 – Entire Agreement**

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements, whether written or oral.

#### **Clause 15 – Amendments**

Any amendments or modifications to this Contract must be in writing and signed by authorized representatives of both parties to be valid and enforceable.

#### **Clause 16 – Assignment**

Neither party may assign or transfer its rights or obligations under this Contract without the prior written consent of the other party, except that LANCE may assign this Contract to any successor or affiliate without consent.

#### **Clause 17 – Notices**

All notices required or permitted under this Contract shall be in writing and deemed given when delivered personally, sent by nationally recognized overnight courier, or mailed by certified mail, return receipt requested, to the addresses

specified herein or as updated by written notice.

**Clause 18 – Severability**

If any term or provision of this Contract is held invalid or unenforceable by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

**Clause 19 – Waiver**

No failure or delay by either party in exercising any right or remedy shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any right or remedy.

**Clause 20 – Counterparts and Electronic Signatures**

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

**LANCE AUTHORIZED SIGNATURE**

**CLIENT AUTHORIZED SIGNATURE**

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

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

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