

# SIMPLE MODEL CONTRACT

Parties: \_\_\_\_\_

**Party A:**

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

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

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

**Party B:**

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

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

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

**Recitals:**

Whereas, Party A and Party B desire to enter into this Contract to establish the terms and conditions under which they shall cooperate and perform their respective obligations.

**1. Agreement Purpose**

This Contract sets forth the agreement of the Parties concerning the subject matter described herein, which both Parties agree to perform in accordance with the terms contained in this Contract.

**2. Obligations of the Parties**

Party A agrees to deliver the goods or services as described and Party B agrees to provide the consideration and fulfill all payment terms. Both Parties shall cooperate in good faith to accomplish the objectives of this Contract.

**3. Payment Terms**

Party B shall pay Party A the agreed amount as consideration for the goods or services provided under this Contract. Payment shall be made according to the schedule and methods agreed by the Parties.

**4. Term and Termination**

This Contract shall commence upon execution by both Parties and continue until the obligations herein have been satisfied unless terminated earlier by either Party upon written notice if the other Party breaches any material term and fails to cure within a reasonable period.

**5. Confidentiality**

Each Party agrees to maintain the confidentiality of all proprietary or confidential information received from the other Party during the term of this Contract and not to disclose such information except as required by law or with prior written consent.

**6. Warranties and Representations**

Each Party represents and warrants that it has full authority to enter into this Contract and that its performance will not violate any other agreement or law. Except as expressly set forth herein, no other warranties are made.

#### **7. Limitation of Liability**

Neither Party shall be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Contract, regardless of the theory of liability.

#### **8. Governing Law and Dispute Resolution**

This Contract shall be governed by and construed in accordance with the laws of the United States and the State of \_\_\_\_\_, without regard to its conflict of law rules. The Parties consent to the exclusive jurisdiction of the courts located in \_\_\_\_\_ County, \_\_\_\_\_.

#### **9. Entire Agreement**

This Contract constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior discussions, agreements, or understandings of any kind. Amendments must be in writing and signed by both Parties.

#### **10. Severability**

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

#### **Signatures**

**PARTY A SIGNATURE**

**PARTY B SIGNATURE**

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

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

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