

TERMS AND CONDITIONS AGREEMENT

Effective Location: _____

Parties:

Company or Individual Name: _____

Address: _____

Contact Information: _____

Definitions:

“Agreement” means this Terms and Conditions Agreement, including all exhibits and attachments. “Services” means all services provided by the Company to the Client, as described in applicable statements of work or proposals. “Client” means the individual or entity agreeing to these Terms and Conditions.

1. Scope of Services:

The Company agrees to provide the Services as described in the applicable proposal or statement of work. The Client agrees to cooperate and provide timely information and access necessary for performance.

2. Payment Terms:

Client shall pay all fees and charges as set forth in the applicable agreement or invoice. Payments are due within thirty (30) days of invoice date unless otherwise specified. Overdue payments will incur interest at the maximum rate permitted by law.

3. Term and Termination:

This Agreement shall commence on the effective date and continue until terminated by either party upon thirty (30) days prior written notice. Either party may terminate immediately upon material breach by the other if such breach remains uncured after ten (10) days’ written notice.

4. Confidentiality:

Each party agrees to maintain the confidentiality of any proprietary or confidential information disclosed during the term of this Agreement. Confidential information shall not be disclosed to third parties except as required by law or with prior written consent.

5. Intellectual Property:

All intellectual property rights created or delivered under this Agreement shall be owned as specified in the applicable statement of work. Client is granted a limited, non-exclusive license to use deliverables solely for its internal purposes.

6. Warranties and Disclaimers:

The Company warrants that the Services will be performed in a professional and workmanlike manner. EXCEPT AS EXPRESSLY PROVIDED, SERVICES AND DELIVERABLES ARE PROVIDED 'AS IS' WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

7. Limitation of Liability:

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT. THE COMPANY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES PAID BY CLIENT UNDER THIS AGREEMENT.

8. Indemnification:

Each party agrees to indemnify, defend and hold harmless the other party from any third-party claims, damages, or expenses arising from breach of this Agreement or gross negligence.

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 laws principles. Any disputes arising hereunder shall be resolved exclusively in the state or federal courts located in _____ County, _____.

10. Entire Agreement:

This Agreement, including all exhibits, constitutes the entire agreement between the parties and supersedes all prior negotiations or agreements, whether written or oral, relating to its subject matter. Any modifications must be in writing and signed by both parties.

11. Severability:

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed to the extent permissible or severed, and the remaining provisions shall continue in full force and effect.

12. Force Majeure:

Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, governmental actions, labor disputes, or natural disasters.

13. Notices:

All notices under this Agreement shall be in writing and deemed duly given when delivered personally, sent by certified mail return receipt requested, nationally recognized overnight courier, or by email with confirmation of receipt, to the addresses specified by the parties.

14. Waiver:

No failure or delay by either party to exercise any right shall operate as a waiver of that right or any other right under this Agreement, unless in writing signed by the waiving party.

15. Assignment:

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except to a successor in interest of the entire business.

16. Relationship of Parties:

The parties are independent contractors and nothing in this Agreement creates any partnership, joint venture, agency, or employment relationship.

COMPANY AUTHORIZED SIGNATURE

CLIENT AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

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