

VENDOR CONTRACT

Contract Location: _____ Contract Number: _____

Vendor Information:

Business Name: _____

Federal Tax ID / EIN: _____

Address: _____

Phone / Email: _____

Client Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone / Email: _____

Contract Details:

Description of Goods/Services: _____

Quantity: _____ Unit Price: _____

Total Price: _____ USD

Payment Terms:

Payment Method: _____

Payment Schedule: _____

Delivery Terms:

Delivery Location: _____

Delivery Timeline: _____

Warranties and Representations:

- Vendor warrants that it has full authority to enter into this contract.
- Goods/services shall conform to the description and be free from defects.
- Vendor is compliant with all applicable laws and regulations.

Indemnification:

Vendor shall indemnify, defend, and hold harmless the Client from any claims, damages, liabilities, or expenses arising from Vendor's
This indemnification obligation shall survive termination or expiration of this Contract.

Limitation of Liability:

Except for liability arising from gross negligence or willful misconduct, neither party shall be liable for any indirect, incidental, consequential, or punitive damages arising out of or relating to this Contract.

Term and Termination:

This Contract shall commence upon execution and continue until full performance or termination. Either party may terminate for cause upon written notice if the other party materially breaches and fails to cure within a reasonable time.

Confidentiality:

The parties agree to keep all non-public information received in connection with this Contract confidential and not to disclose it except as required by law or with prior written consent.

Governing Law and Dispute Resolution:

This Contract shall be governed by the laws of the State of _____, without regard to conflicts of law principles. The parties consent to exclusive jurisdiction and venue in the courts located in _____ County, _____. To the fullest extent permitted by law, the parties waive any right to jury trial in any dispute arising under this Contract.

Entire Agreement and Amendments:

This Contract, including any attachments or schedules, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings. Any amendments must be in writing and signed by both parties.

Force Majeure:

Neither party shall be liable for delays or failures in performance resulting from causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, or government actions.

Notices:

All notices required or permitted shall be in writing and deemed given when delivered personally, by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming receipt, to the addresses set forth herein or as otherwise designated by notice.

Severability:

If any provision of this Contract is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced with a valid provision that most closely reflects the parties' original intent.

Counterparts:

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

VENDOR SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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