

LEGAL AGREEMENT TEMPLATE

Location: _____ Date: _____

Party A Information:

Full Legal Name: _____

Type of Entity / Individual: _____

Address: _____

Contact Information: _____

Party B Information:

Full Legal Name: _____

Type of Entity / Individual: _____

Address: _____

Contact Information: _____

RECITALS

WHEREAS, Party A and Party B desire to enter into this Agreement to set forth their respective rights and obligations in connection with the subject matter herein; and WHEREAS, the parties intend that this Agreement be legally binding and enforceable under the laws of the United States.

Section 1 – Definitions

The following terms shall have the meanings set forth below when used in this Agreement: “Agreement” means this Legal Agreement Template; “Effective Date” means the date on which this Agreement is fully executed; “Confidential Information” means all non-public information disclosed by either party.

Section 2 – Purpose

The purpose of this Agreement is to establish the terms and conditions governing the relationship and responsibilities of the parties.

Section 3 – Term

This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the provisions herein.

Section 4 – Obligations of the Parties

Each party shall perform its obligations as set forth in this Agreement in a timely and professional manner consistent with industry standards.

Section 5 – Payment Terms

If applicable, payment shall be made according to the schedule and amounts specified in any attached schedules or exhibits, and any late payments shall accrue interest at the maximum rate permitted by law.

Section 6 – Confidentiality

Each party agrees to maintain the confidentiality of all Confidential Information received from the other party and to use such information solely for the purposes of this Agreement.

Section 7 – Representations and Warranties

Each party represents and warrants that it has the authority to enter into this Agreement and that the execution and performance of this Agreement does not violate any other agreement or law.

Section 8 – Indemnification

Each party shall indemnify and hold harmless the other party from any claims, damages, liabilities, or expenses arising out of the indemnifying party's breach of this Agreement or negligence.

Section 9 – 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.

Section 10 – Termination

Either party may terminate this Agreement upon written notice if the other party materially breaches any provision and fails to cure within a reasonable period.

Section 11 – 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 law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Section 12 – Dispute Resolution

The parties agree to attempt to resolve disputes amicably through negotiation, and if unsuccessful, through mediation or arbitration as mutually agreed.

Section 13 – Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered upon receipt when sent by hand delivery, nationally recognized overnight courier, certified mail return receipt requested, or by electronic means with confirmation.

Section 14 – Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, war, terrorism, labor disputes, or governmental action.

Section 15 – Entire Agreement

This Agreement, including all attached exhibits and schedules, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

Section 16 – Amendments

Any amendment or modification to this Agreement must be in writing and signed by authorized representatives of both parties.

Section 17 – Severability

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

Section 18 – Waiver

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

Section 19 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be executed and delivered by electronic signature with the same force and effect as an original signature.

Section 20 – Assignment

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

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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