

GENERAL LEGAL CONTRACT TEMPLATE

Contract Title: _____

Parties: _____

Effective Date: _____

RECITALS

WHEREAS, the Parties desire to enter into a binding agreement governed by the terms and conditions set forth herein; and WHEREAS, the Parties represent and warrant that they have full authority to enter into this Agreement.

1. DEFINITIONS

1.1 "Agreement" means this contract, including all exhibits and schedules attached hereto. 1.2 "Confidential Information" means all non-public information disclosed by either Party to the other. 1.3 "Effective Date" means the date upon which this Agreement becomes effective as set forth above. 1.4 "Party" means each signatory to this Agreement, and collectively the "Parties".

2. SCOPE OF WORK / SERVICES

The Parties agree that the scope of work and services to be performed under this Agreement shall be as mutually agreed and documented in writing. Each Party shall perform its obligations in a professional and timely manner.

3. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and continue until completion of the services or termination by either Party upon written notice. Termination shall not affect accrued rights or obligations.

4. COMPENSATION

The compensation for services rendered shall be as set forth in the attached Schedule. Payment terms shall be net thirty (30) days from receipt of invoice unless otherwise agreed in writing.

5. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that it has the full corporate or individual power and authority to enter into this Agreement, and that the execution and performance thereof will not violate any other agreement.

6. CONFIDENTIALITY

The Parties agree to maintain the confidentiality of all Confidential Information disclosed under this Agreement and to use such information solely to perform their obligations herein. Confidentiality obligations shall survive termination.

7. INDEMNIFICATION

Each Party shall indemnify, defend, and hold harmless the other Party from and against any and all claims, damages, liabilities, and expenses arising out of its breach of this Agreement or negligence.

8. LIMITATION OF LIABILITY

Neither Party shall be liable to the other for any consequential, incidental, indirect, punitive, or special damages, even if advised of the possibility thereof, except in cases of willful misconduct or gross negligence.

9. GOVERNING LAW AND JURISDICTION

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 of the courts located in _____ County, _____.

10. DISPUTE RESOLUTION

The Parties agree to first attempt to resolve any disputes arising out of or relating to this Agreement through good faith negotiations. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

11. NOTICES

All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail, or nationally recognized overnight courier to the addresses set forth herein or as otherwise designated in writing.

12. ASSIGNMENT

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

13. ENTIRE AGREEMENT

This Agreement, including all attachments and exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and representations.

14. AMENDMENTS

No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of both Parties.

15. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect and the invalid provision shall be replaced by a valid provision that most closely reflects the Parties' original intent.

16. WAIVER

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

17. COUNTERPARTS AND ELECTRONIC SIGNATURES

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

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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