

# ADVANCE PAYMENT CONTRACT AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## **Seller Information:**

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

Government ID / Driver License No.: \_\_\_\_\_

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

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

## **Buyer Information:**

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

Government ID / Driver License No.: \_\_\_\_\_

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

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

## **Contract Details:**

Contract Description: \_\_\_\_\_

Total Contract Amount: \_\_\_\_\_ USD

Advance Payment Amount: \_\_\_\_\_ USD

Payment Method: \_\_\_\_\_

Payment Schedule: \_\_\_\_\_

### **Clause 1 – Agreement to Pay Advance**

Buyer agrees to pay Seller an advance payment as specified above toward the total contract amount. The advance payment is non-refundable except as expressly provided in this Agreement.

### **Clause 2 – Scope of Work and Deliverables**

Seller shall perform the work and/or deliver the goods described in the Contract Description in accordance with the terms and conditions of this Agreement.

### **Clause 3 – Payment Terms**

The advance payment shall be paid by Buyer upon execution of this Agreement via the agreed Payment Method. The balance of the contract amount is payable as per the Payment Schedule agreed herein.

### **Clause 4 – Use of Advance Payment**

Seller agrees to use the advance payment exclusively for the purposes related to the contract work or goods specified herein and shall keep accurate records of its use.

### **Clause 5 – Deliverables and Completion**

Seller shall deliver all goods, services, or work product as described in this Agreement within the timeframe agreed upon. Failure to deliver as specified may result in remedies as provided herein.

### **Clause 6 – Default and Remedies**

If Seller fails to fulfill its obligations, Buyer may seek remedies including but not limited to refund of the advance

payment, specific performance, or damages as allowed by law.

**Clause 7 – Termination**

This Agreement may be terminated by mutual written consent or upon material breach by either party, subject to the terms herein.

**Clause 8 – Representations and Warranties**

Each party represents and warrants to the other that it has the full authority to enter into this Agreement and perform its obligations hereunder.

**Clause 9 – Confidentiality**

Both parties agree to keep confidential all non-public information obtained in connection with this Agreement and not to disclose such information except as required by law.

**Clause 10 – Indemnification**

Each party agrees to indemnify and hold harmless the other from any claims, damages, or losses arising from breach of this Agreement or negligent acts.

**Clause 11 – Limitation of Liability**

Except for willful misconduct or gross negligence, neither party shall be liable for indirect, incidental, or consequential damages arising under this Agreement.

**Clause 12 – Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the United States and the applicable state law. The parties consent to the exclusive jurisdiction of the courts located in the relevant state.

**Clause 13 – Entire Agreement**

This Agreement, including any attachments or schedules, constitutes the entire agreement between the parties and supersedes all prior understandings.

**Clause 14 – Amendments**

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

**Clause 15 – Notices**

All notices under this Agreement shall be in writing and delivered by hand, certified mail, overnight courier, or electronic means with confirmation to the addresses set forth herein.

**Clause 16 – Force Majeure**

Neither party shall be liable for failure or delay in performance due to events beyond their reasonable control, including natural disasters, acts of government, or labor disputes.

**Clause 17 – Severability**

If any provision is found invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

**Clause 18 – Waiver**

Failure to enforce any provision shall not constitute waiver of that provision or any other right under this Agreement.

**Clause 19 – Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together

shall constitute one agreement.

**Clause 20 – Signatures**

The parties have executed this Agreement as of the date first written above by their duly authorized representatives.

**SELLER'S SIGNATURE**

**BUYER'S SIGNATURE**

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

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

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