

# BILATERAL CONTRACT

Parties:

## Party A Information:

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

Type of Entity (if applicable): \_\_\_\_\_

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

Contact Information (Phone/Email): \_\_\_\_\_

## Party B Information:

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

Type of Entity (if applicable): \_\_\_\_\_

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

Contact Information (Phone/Email): \_\_\_\_\_

## 1. Purpose of Contract

The Parties hereby enter into this Bilateral Contract to establish the terms and conditions under which they agree to cooperate and fulfill their respective obligations as described herein.

## 2. Definitions

Capitalized terms used in this Contract shall have the meanings ascribed to them in the respective sections or as defined below. Unless the context requires otherwise, singular words include the plural and vice versa.

## 3. Obligations of Party A

Party A agrees to perform all tasks, deliverables, services, or duties as specified in Appendix A attached hereto, in a timely, diligent, and professional manner, in accordance with applicable laws and industry standards.

## 4. Obligations of Party B

Party B agrees to provide all necessary cooperation, information, payments, or other supports as set forth in Appendix B attached hereto, ensuring compliance with all applicable laws and regulations.

## 5. Term and Termination

This Contract shall commence upon execution by both Parties and shall continue in effect until the completion of all obligations or until terminated earlier in accordance with this section. Either Party may terminate this Contract upon written notice if the other Party materially breaches any provision and fails to cure within a reasonable period.

## 6. Payment Terms

Payments from Party B to Party A shall be made as outlined in Appendix C. All payments shall be in lawful currency of the United States of America and shall be made without setoff or deduction unless expressly agreed in writing.

## 7. Confidentiality

The Parties agree to maintain confidentiality of all proprietary, confidential, or sensitive information disclosed or obtained in connection with this Contract. This obligation shall survive termination or expiration of this Contract.

## 8. Intellectual Property Rights

Ownership of any intellectual property created or delivered under this Contract shall be as specified in Appendix D.

Neither Party shall use the other's intellectual property except as expressly permitted by this Contract or with prior written consent.

### **9. Warranties and Representations**

Each Party represents and warrants that it has full authority to enter into this Contract, that all information provided is accurate, and that it shall perform its obligations in compliance with all applicable laws and regulations.

### **10. Indemnification**

Each Party shall indemnify, defend, and hold harmless the other Party from and against any claims, damages, liabilities, or expenses arising out of or related to the indemnifying Party's breach of this Contract or negligence.

### **11. Limitation of Liability**

Except for liability arising from gross negligence, willful misconduct, or breach of confidentiality, neither Party shall be liable for indirect, incidental, consequential, or punitive damages.

### **12. Force Majeure**

Neither Party shall be liable for delays or failures in performance due to causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, government actions, labor disputes, or natural disasters.

### **13. Governing Law and Jurisdiction**

This Contract shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

### **14. Dispute Resolution**

The Parties shall endeavor to resolve any dispute amicably through negotiation. If unresolved, disputes shall be submitted to mediation before resorting to litigation.

### **15. Notices**

All notices under this Contract shall be in writing and shall be deemed duly given when delivered personally, sent by certified mail, nationally recognized overnight courier, or electronic means with confirmation of receipt, to the Parties at the addresses specified herein.

### **16. Assignment**

Neither Party may assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party, except to a successor entity in the event of a merger or sale of substantially all assets.

### **17. Entire Agreement**

This Contract, including all Appendices, constitutes the entire agreement between the Parties and supersedes all prior discussions, agreements, or understandings of any kind.

### **18. Amendments**

Any amendment or modification of this Contract must be made in writing and signed by authorized representatives of both Parties.

### **19. Severability**

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

### **20. Counterparts and Electronic Signatures**

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

**PARTY A SIGNATURE**

**PARTY B SIGNATURE**

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

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

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