

STANDARD CONTRACT OF AGREEMENT

Parties: _____

Party A (Obligor/Provider):

Full Legal Name: _____

Address: _____

Contact Details: _____

Party B (Obligee/Recipient):

Full Legal Name: _____

Address: _____

Contact Details: _____

Recitals:

WHEREAS, Party A agrees to provide the goods and/or services described herein to Party B, and Party B agrees to accept and compensate Party A under the terms and conditions of this Agreement. NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Definitions

In this Agreement, the following terms shall have the meanings ascribed to them unless the context requires otherwise: "Agreement" means this Standard Contract of Agreement; "Effective Date" means the date when both parties have executed this Agreement; "Confidential Information" means all non-public information exchanged between the parties.

2. Scope of Work

Party A shall perform and deliver the goods and/or services (the "Deliverables") specified in Schedule A attached hereto and incorporated herein by reference. Party B shall provide all necessary cooperation and information required for Party A to perform the Deliverables.

3. Payment Terms

Party B shall pay Party A the total amount specified in Schedule B attached hereto and incorporated herein by reference. Payments shall be made according to the schedule and method set forth in Schedule B. All payments shall be in United States Dollars (USD).

4. Term and Termination

This Agreement shall commence on the Effective Date and continue until the completion of all obligations, unless earlier terminated as provided herein. Either party may terminate this Agreement upon material breach by the other party if such breach remains uncured after thirty (30) days written notice.

5. Confidentiality

Each party agrees to maintain the confidentiality of Confidential Information disclosed by the other party during the term of this Agreement and thereafter, and shall not disclose such information to any third party without prior written consent, except as required by law.

6. Intellectual Property

All intellectual property rights in the Deliverables provided by Party A under this Agreement shall vest exclusively in Party A unless otherwise agreed in writing. Party B is granted a non-exclusive, non-transferable license to use the Deliverables solely for its internal purposes.

7. Representations and Warranties

Each party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder. Party A warrants that the Deliverables shall conform to the specifications agreed upon and shall be free from material defects for a period of ninety (90) days after delivery.

8. Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party and its affiliates from and against any and all claims, damages, liabilities, costs, and expenses arising out of or related to breach of this Agreement, negligence, or willful misconduct.

9. Limitation of Liability

Neither party shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages arising out of or related to this Agreement, even if advised of the possibility of such damages. Party A's total aggregate liability under this Agreement shall not exceed the total fees paid by Party B.

10. 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, natural disasters, war, terrorism, labor disputes, or governmental actions.

11. 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 and venue of the state and federal courts located in _____ County, _____ for any disputes arising hereunder.

12. Dispute Resolution

The parties shall attempt in good faith to resolve any dispute arising under this Agreement through negotiation. If unresolved, disputes shall be submitted to mediation before resorting to litigation.

13. Entire Agreement

This Agreement, including all Schedules and exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior understandings, agreements, or representations.

14. Amendments

No amendment or modification to 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 found to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' intent.

16. Waiver

No waiver of any breach or default shall constitute a waiver of any subsequent breach or default. Waivers must be in writing and executed by the party waiving rights.

17. Assignment

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

18. Notices

All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail, overnight courier, or email with confirmation to the addresses set forth herein or otherwise designated by either party.

19. Counterparts and Electronic Signatures

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

20. Compliance with Laws

Both parties agree to comply with all applicable federal, state, and local laws, regulations, and ordinances in performing their obligations under this Agreement.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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