

# LANCE PROPOSAL AGREEMENT

Proposal Reference No.: \_\_\_\_\_ Valid Until: \_\_\_\_\_

## Client Information:

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

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

## Proposal Details:

Project Name: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

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

Expected Start Date: \_\_\_\_\_

Expected Completion Date: \_\_\_\_\_

## Pricing and Payment Terms:

Total Proposal Amount: \_\_\_\_\_ USD

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

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

## Terms and Conditions:

- 1. Proposal Validity:** This Proposal shall remain valid for acceptance by Client for the duration specified above. If not accepted within this period, the Proposal is subject to revision or withdrawal without notice.
- 2. Scope of Work:** The Contractor shall perform the work as detailed in the Scope of Work section. Any changes or additions must be agreed upon in writing by both parties.
- 3. Payment Terms:** Payments shall be made in accordance with the specified Payment Schedule. Late payments may incur interest at the maximum rate permitted by law.
- 4. Taxes and Duties:** Client is responsible for all applicable taxes, duties, and fees related to the work or services provided under this Proposal unless otherwise stated.
- 5. Permits and Approvals:** Client shall obtain all necessary permits, licenses, and approvals required for the execution of the work unless otherwise agreed in writing.
- 6. Delays and Force Majeure:** Neither party shall be liable for delays caused by events beyond their reasonable control including acts of God, government actions, or labor disputes.
- 7. Warranty:** Contractor warrants that the work will be performed in a professional and workmanlike manner consistent with industry standards. All warranties are exclusive and in lieu of all other warranties, express or implied.
- 8. Liability Limitation:** Contractor's liability arising from this Proposal shall be limited to the amount paid by Client under this Proposal. Neither party shall be liable for consequential damages.
- 9. Confidentiality:** Both parties agree to maintain confidentiality of proprietary or sensitive information obtained under this Proposal and shall not disclose such information without prior written consent.

10. **Governing Law and Jurisdiction:** This Proposal and any agreement resulting herefrom shall be governed by the laws of the United States and the applicable state law where the Contractor maintains its principal place of business. The parties consent to exclusive jurisdiction of state or federal courts located therein.

11. **Dispute Resolution:** Any disputes arising from this Proposal shall be resolved first by negotiation between parties, then mediation, and if unresolved, through binding arbitration in accordance with the rules of the American Arbitration Association.

12. **Indemnification:** Client shall indemnify and hold harmless Contractor from any claims, damages, losses, or expenses arising from Client's negligence or breach of this Proposal.

13. **Termination:** Either party may terminate this Proposal in writing for material breach if not cured within 15 days after notice. Termination shall not relieve Client of payment obligations for work performed.

14. **Entire Agreement:** This Proposal, together with any attachments and referenced documents, constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior agreements and understandings.

15. **Amendments:** Any amendments or modifications must be made in writing and signed by authorized representatives of both parties.

16. **Counterparts and Electronic Signatures:** This Proposal may be executed in counterparts, each shall be deemed an original, and electronic signatures shall have the same force and effect as original signatures.

17. **Insurance:** Contractor shall maintain all necessary insurance coverages required by law and customary for the scope of work, including workers' compensation and general liability insurance.

18. **Safety:** Contractor shall comply with all applicable safety laws and regulations and ensure work is performed with appropriate safety measures.

19. **Subcontracting:** Contractor may subcontract portions of the work provided that Contractor remains fully responsible for performance and compliance with this Proposal.

20. **Independent Contractor:** Contractor is an independent contractor and nothing in this Proposal shall be construed as creating an employer-employee relationship.

**CLIENT AUTHORIZED SIGNATORY**

**CONTRACTOR AUTHORIZED SIGNATORY**

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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