

LEGAL DOCUMENT TEMPLATE

Parties: _____

Party A Information:

Full Legal Name: _____

Address: _____

Contact Information (Phone/Email): _____

Party B Information:

Full Legal Name: _____

Address: _____

Contact Information (Phone/Email): _____

Recitals:

WHEREAS, the Parties desire to establish the terms and conditions upon which they shall conduct their relationship as set forth in this Agreement; and WHEREAS, the Parties intend this Agreement to be legally binding and enforceable under the laws of the United States.

1. Definitions

In this Agreement, the following terms shall have the meanings set forth below unless the context otherwise requires: "Agreement" means this Legal Document Template and all attached schedules; "Effective Date" means the date on which this Agreement has been fully executed by the Parties; "Confidential Information" means any non-public, proprietary, or sensitive information disclosed by either Party.

2. Scope of Agreement

The Parties agree to be bound by the terms and conditions contained herein. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter and supersedes all prior agreements, negotiations, or understandings, whether written or oral.

3. Obligations of the Parties

Each Party agrees to perform its respective obligations as set forth in this Agreement in a timely, professional, and lawful manner. Failure to perform such obligations may constitute a material breach of this Agreement.

4. Confidentiality

Both Parties shall maintain in confidence all Confidential Information disclosed to them and shall not disclose such information to any third party without the prior written consent of the disclosing Party, except as otherwise required by law or regulation.

5. Term and Termination

This Agreement shall commence on the Effective Date and shall continue in effect until terminated by mutual written consent of the Parties or as otherwise provided herein. Either Party may terminate this Agreement upon written notice in the event of a material breach by the other Party if such breach remains uncured after fourteen (14) days' written notice thereof.

6. Representations and Warranties

Each Party represents and warrants that it has full power and authority to enter into this Agreement, that the Agreement constitutes a valid and binding obligation enforceable against it, and that the execution and performance of this Agreement do not violate any applicable law, regulation, or agreement.

7. Indemnification

Each Party agrees to indemnify, defend, and hold harmless the other Party from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any breach of this Agreement or any negligent or willful act or omission of the indemnifying Party.

8. Limitation of Liability

Neither Party shall be liable to the other for any consequential, incidental, special, punitive, or indirect damages arising out of or related to this Agreement, regardless of the form of action, even if advised of the possibility thereof. The total liability of either Party shall not exceed the fees paid or payable under this Agreement.

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 its conflict of law principles. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

10. Dispute Resolution

The Parties agree to attempt in good faith to resolve any dispute arising out of or relating to this Agreement through negotiation. If the dispute cannot be resolved by negotiation within thirty (30) days, the Parties agree to submit the dispute to mediation before initiating any legal action.

11. Notices

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (with written confirmation of receipt); or (c) on the date sent by email or facsimile (with confirmation of transmission) if sent during normal business hours on a business day, or on the next business day if sent after normal business hours or on a non-business day.

12. Amendment and Waiver

No amendment to this Agreement shall be effective unless it is in writing and signed by both Parties. No waiver of any

breach or default shall be deemed a waiver of any subsequent breach or default.

13. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way.

14. Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures delivered by electronic means shall be deemed original signatures.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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