

LETTER OF AGREEMENT

Parties: _____

This Letter of Agreement ("Agreement") is entered into by and between:

Party A (Name): _____

Address: _____

Contact Information (Phone/Email): _____

and

Party B (Name):

Address: _____

Contact Information (Phone/Email): _____

Recitals:

WHEREAS, the Parties desire to set forth the terms and conditions under which they will cooperate and perform certain agreed activities; and WHEREAS, this Agreement memorializes their mutual understandings.

Agreement Terms:

1. Purpose of Agreement

The Parties agree to collaborate in accordance with the terms set forth in this Agreement for the mutual benefit and in the spirit of good faith and fair dealing.

2. Responsibilities of Party A

Party A agrees to perform its obligations, including but not limited to the provision of services, deliverables, or goods as mutually agreed upon in writing.

3. Responsibilities of Party B

Party B agrees to perform its obligations, including but not limited to providing necessary information, approvals, and payments as required under this Agreement.

4. Term and Termination

This Agreement shall commence upon execution by both Parties and shall continue until terminated by either Party upon thirty (30) days' written notice to the other Party, or as otherwise agreed.

5. Compensation

If applicable, Party B shall compensate Party A as described in a separate written agreement or invoice. Payment terms shall be net thirty (30) days unless otherwise specified.

6. Confidentiality

Both Parties agree to maintain the confidentiality of any proprietary or confidential information exchanged during the performance of this Agreement and not to disclose such information except as permitted by law or with prior written consent.

7. Intellectual Property

All intellectual property created or developed under this Agreement shall be owned by the Party specified in separate written agreements or as required by applicable law.

8. Warranties and Representations

Each Party represents and warrants that it has the authority to enter into this Agreement and that its performance will not violate any applicable laws or agreements.

9. Indemnification

Each Party agrees to indemnify and hold harmless the other Party from any claims, damages, liabilities, or expenses arising from its breach of this Agreement or negligence.

10. Limitation of Liability

Neither Party shall be liable for any indirect, incidental, special, consequential, or punitive damages arising out of this Agreement, except to the extent caused by gross negligence or willful misconduct.

11. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles. The Parties consent to the exclusive jurisdiction and venue of the state or federal courts located in _____ County, _____.

12. Dispute Resolution

Any disputes arising under or related to this Agreement shall be resolved first through good faith negotiations between the Parties. If unresolved, the Parties agree to mediation prior to pursuing litigation.

13. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes the entire understanding between the Parties and supersedes all prior agreements and understandings relating to its subject matter.

14. Amendments

Any amendments or modifications to this Agreement must be 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 the Agreement shall remain in full force and effect.

16. Waiver

No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver of that right.

17. 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 above or as updated by written notice.

18. Force Majeure

Neither Party shall be liable for failure or delay in performance due to causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, strikes, or government actions.

19. Relationship of the Parties

The Parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint

venture, or agency relationship.

20. Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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