

PARTY CONTRACT AGREEMENT TEMPLATE

Location: _____ Effective Date: _____

PARTY A INFORMATION:

Full Legal Name: _____

Address: _____

Phone Number: _____

Email Address: _____

PARTY B INFORMATION:

Full Legal Name: _____

Address: _____

Phone Number: _____

Email Address: _____

RECITALS:

WHEREAS, Party A and Party B desire to enter into this Agreement to establish the terms and conditions of their contractual relationship; and WHEREAS, both parties agree to be bound by the terms set forth herein.

Clause 1 – Definitions

Definitions: Unless the context otherwise requires, capitalized terms used in this Agreement shall have the meanings ascribed to them herein or as otherwise defined in the applicable sections.

Clause 2 – Term

This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated in accordance with the terms herein.

Clause 3 – Responsibilities of Party A

Party A shall perform the duties and obligations as described in Exhibit A attached hereto and incorporated herein by reference.

Clause 4 – Responsibilities of Party B

Party B shall perform the duties and obligations as described in Exhibit B attached hereto and incorporated herein by reference.

Clause 5 – Payment Terms

Compensation and payment terms shall be as specified in Exhibit C. All payments shall be made in lawful United States currency by the agreed methods.

Clause 6 – Confidentiality

Both parties agree to keep confidential all proprietary and sensitive information obtained during the term of this Agreement and to not disclose such information to any third party except as required by law.

Clause 7 – Intellectual Property

Ownership of any intellectual property developed or delivered pursuant to this Agreement shall be governed by the terms set forth in Exhibit D.

Clause 8 – Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party from any claims, damages, liabilities, and expenses arising out of or related to a breach of this Agreement or negligence.

Clause 9 – Limitation of Liability

Neither party shall be liable for any indirect, incidental, consequential, special, or punitive damages arising from or related to this Agreement.

Clause 10 – Termination

This Agreement may be terminated by either party upon written notice if the other party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice.

Clause 11 – Force Majeure

Neither party shall be held liable for delay or failure to perform due to causes beyond its reasonable control, including but not limited to natural disasters, acts of government, or labor disputes.

Clause 12 – Governing Law

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.

Clause 13 – Dispute Resolution

Any dispute arising out of or related to this Agreement shall be resolved first through good faith negotiation, and if unresolved, through binding arbitration in the county of _____ in accordance with the rules of the American Arbitration Association.

Clause 14 – Notices

Any notice required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, by certified mail, or by nationally recognized overnight courier to the addresses set forth above.

Clause 15 – Entire Agreement

This Agreement, including all Exhibits, constitutes the entire understanding of the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, and negotiations.

Clause 16 – Amendments

No amendment or modification of this Agreement shall be effective unless in writing signed by both parties.

Clause 17 – Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Clause 18 – Waiver

No waiver of any breach or default shall be deemed a waiver of any other or subsequent breach or default.

Clause 19 – Assignment

Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

Clause 20 – Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and electronic signatures shall have the same force and effect as original signatures.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title (if applicable): _____

Title (if applicable): _____

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