

VENDOR CONTRACT TEMPLATE

Contract Number: _____ Effective Date: _____

Vendor Information:

Legal Name: _____

Business Type (e.g., LLC, Corporation): _____

Principal Address: _____

Contact Person: _____

Phone Number / Email: _____

Client Information:

Legal Name: _____

Business Type (if applicable): _____

Principal Address: _____

Contact Person: _____

Phone Number / Email: _____

Scope of Work:

Vendor agrees to perform the services and/or provide the goods described in this Contract (the "Services") in accordance with the terms and conditions herein, and any attached Scope of Work schedule. Vendor shall comply with all applicable laws, regulations, and professional standards in delivering the Services.

Term of Agreement:

This Contract shall commence upon the Effective Date and continue until the Services are completed or this Contract is terminated in accordance with the termination provisions set forth below.

Payment Terms:

Client agrees to pay Vendor the agreed compensation as detailed in the attached Schedule of Fees. Payments shall be made according to the schedule set forth therein. All payments shall be in U.S. Dollars unless otherwise stated. Late payments shall bear interest at the maximum rate permitted by applicable law.

Vendor's Warranties and Representations:

Vendor represents and warrants that it has full authority to enter into this Contract, that the Services will be performed in a professional and workmanlike manner, and that all goods provided shall be free from defects in material and workmanship for a period consistent with industry standards.

Confidentiality:

Each party agrees to maintain the confidentiality of any proprietary or confidential information disclosed during the

term of this Contract and not to disclose such information to any third party without prior written consent, except as required by law.

Indemnification:

Vendor shall indemnify, defend, and hold harmless Client and its officers, directors, employees, and agents from any claims, damages, liabilities, costs, and expenses arising out of Vendor's performance or failure to perform under this Contract, except to the extent caused by Client's negligence or willful misconduct.

Limitation of Liability:

In no event shall either party be liable to the other for any incidental, consequential, special, or punitive damages arising out of or related to this Contract, whether based in contract, tort, or any other legal theory.

Termination:

Either party may terminate this Contract upon written notice if the other party breaches any material term and fails to cure such breach within a reasonable period after notice. Upon termination, Client shall pay Vendor for all Services rendered and expenses incurred through the date of termination.

Governing Law and Jurisdiction:

This Contract 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 and federal courts located in _____ County, _____.

Entire Agreement and Amendments:

This Contract, together with all attachments and schedules, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and negotiations. Any amendments must be in writing and signed by both parties.

Severability:

If any provision of this Contract is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract shall remain in full force and effect.

Force Majeure:

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, government orders, labor disputes, or natural disasters.

Notices:

All notices under this Contract shall be in writing and shall be deemed given when delivered personally, sent by

certified mail return receipt requested, or by nationally recognized overnight courier, to the addresses set forth herein.

Counterparts and Electronic Signatures:

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

VENDOR SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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