

CONTRACT

This Contract (hereinafter referred to as the "Agreement") is entered into on this _____ day of _____, 20____ (the "Effective Date"), by and between:

Party 1:

Name: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

(hereinafter referred to as "First Party")

AND

Party 2:

Name: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

(hereinafter referred to as "Second Party")

First Party and Second Party are hereinafter collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, First Party desires to _____ ;

WHEREAS, Second Party desires to _____ ;

WHEREAS, the Parties wish to set forth the terms and conditions under which such arrangement shall be conducted;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows: 1. AGREEMENT

The Parties hereby agree to the terms and conditions set forth in this Agreement, which shall govern their respective rights and obligations concerning the subject matter described herein.

2. SCOPE OF WORK / GOODS / SERVICES

The specific work, goods, or services to be provided under this Agreement are as follows:

3. CONSIDERATION

In consideration for the performance of the Scope of Work / Goods / Services by the

_____ (First Party / Second Party), the _____
(Second Party / First Party) agrees to pay/provide the following:

Payment terms shall be: _____

4. TERM AND TERMINATION

a. **Term:** This Agreement shall commence on the Effective Date and shall continue in full force and effect until the _____ day of _____, 20_____, unless earlier terminated in accordance with the provisions herein.

b. **Termination for Cause:** Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party materially breaches any of its obligations under this Agreement and fails to cure such breach within _____ (_____) days after receiving written notice thereof.

c. **Termination for Convenience:** This Agreement may be terminated by _____ (First Party / Second Party / Either Party) for convenience upon _____ (_____) days' prior written notice to the

other Party.

d. **Effect of Termination:** Upon termination of this Agreement for any reason, all rights and obligations of the Parties under this Agreement shall cease, except for those provisions which by their nature are intended to survive termination, including, but not limited to, Sections 5, 6, 7, 8, 10, 11, 13, 16, and 17.

5. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other Party that: a. It has the full power and authority to enter into and perform its obligations under this Agreement.

b. This Agreement constitutes a legal, valid, and binding obligation enforceable against it in accordance with its terms.

c. Its execution and performance of this Agreement will not violate any applicable law, regulation, or agreement to which it is a party.

6. INDEMNIFICATION

Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party (the "Indemnified 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 by the Indemnifying Party of its representations, warranties, or covenants contained in this Agreement.

7. CONFIDENTIALITY

During the term of this Agreement, the Parties may have access to confidential and proprietary information belonging to the other Party. Each Party agrees to keep all such information confidential and not to disclose it to any third party without the prior written consent of the disclosing Party, nor to use it for any purpose other than the performance of its obligations under this Agreement. This obligation of confidentiality shall survive the termination of this Agreement.

8. 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 laws principles. The Parties agree that any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in _____, State of _____.

9. NOTICES

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail (return receipt requested), or sent by recognized overnight courier service, to

the addresses set forth above, or to such other address as a Party may designate by written notice to the other Party.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties.

11. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, and the remainder of this Agreement shall remain in full force and effect.

12. AMENDMENTS

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.

13. WAIVER

No waiver by either Party of any breach of any provision of this Agreement shall be deemed a waiver of any subsequent or other breach, and no forbearance or delay by either Party in exercising any right under this Agreement shall be deemed a waiver of that right.

14. ASSIGNMENT

Neither Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer without such consent shall be null and void.

15. COUNTERPARTS

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.

16. HEADINGS

The headings used in this Agreement are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

17. CONSTRUCTION

The Parties acknowledge and agree that they have each had the opportunity to review and revise this

Agreement, and that no rule of construction shall be applied against the drafter of this Agreement.

18. FURTHER ASSURANCES

Each Party agrees to execute and deliver any additional documents and to take any further actions as may be reasonably necessary to carry out the provisions of this Agreement and the transactions contemplated hereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

FIRST PARTY

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

SECOND PARTY

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

WITNESSES:

Witness 1:

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

Witness 2:

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20 _____, before me, a Notary Public in and for said County and State, personally appeared _____ (Name of First Party), known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Notary Public Signature: _____

Print Name: _____

My Commission Expires: _____

(Seal)

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20 _____, before me, a Notary Public in and for said County and State, personally appeared _____ (Name of Second Party), known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Notary Public Signature: _____

Print Name: _____

My Commission Expires: _____

(Seal)