

GENERAL AGREEMENT FORM

Party A: _____

Address: _____

Contact Information: _____

Party B: _____

Address: _____

Contact Information: _____

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings unless the context clearly requires otherwise: "Agreement" means this instrument and any attachments; "Parties" means Party A and Party B collectively.

2. PURPOSE

The Parties hereby agree to enter into this Agreement to establish the terms and conditions governing their relationship and obligations as set forth herein.

3. SCOPE OF WORK

Party A shall perform the work and services described in Schedule A attached hereto, and Party B shall compensate Party A according to the terms set forth in Schedule B.

4. TERM AND TERMINATION

This Agreement shall commence upon execution by both Parties and shall continue until completion of the obligations herein unless terminated earlier pursuant to this Agreement. Either Party may terminate this Agreement upon written notice if the other Party breaches any material term and fails to cure within a reasonable period.

5. CONSIDERATION

Party B agrees to pay Party A the amounts and according to the schedule stated in Schedule B. All payments shall be made in lawful currency of the United States. Late payments shall bear interest at the maximum rate permitted by applicable law.

6. CONFIDENTIALITY

Each Party agrees to keep confidential all non-public information disclosed in connection with this Agreement and to use such information solely for purposes of performing their obligations hereunder. This obligation shall survive termination of this Agreement.

7. WARRANTIES AND REPRESENTATIONS

Each Party represents and warrants that it has full power and authority to enter into and perform this Agreement, and that performance will not violate any other agreement or legal obligation. Party A warrants that services will be performed in a professional and workmanlike manner.

8. LIABILITY AND INDEMNITY

Except as expressly provided, neither Party shall be liable for indirect, incidental, or consequential damages. Each Party shall indemnify and hold harmless the other Party against claims arising from breach of this Agreement or negligence.

9. GOVERNING LAW AND JURISDICTION

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

10. DISPUTE RESOLUTION

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement through negotiation. If unresolved, the dispute shall be settled by binding arbitration under the rules of the American Arbitration Association.

11. ENTIRE AGREEMENT

This Agreement, including all attachments and schedules, constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.

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. SEVERABILITY

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

14. NOTICES

All notices required or permitted under this Agreement shall be in writing and delivered personally, by certified mail return receipt requested, by nationally recognized overnight courier, or by electronic transmission confirmed by sender.

15. WAIVER

No failure or delay by either Party in exercising any right or remedy shall operate as a waiver thereof.

16. 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.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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