

BUSINESS AGREEMENT

Location: _____ Date: _____

PARTY A INFORMATION:

Full Name / Business Name: _____

Type of Entity: _____

Business Address: _____

Contact Phone/Email: _____

PARTY B INFORMATION:

Full Name / Business Name: _____

Type of Entity: _____

Business Address: _____

Contact Phone/Email: _____

AGREEMENT DETAILS:

Type of Agreement: _____

Effective Date: _____

Term of Agreement: _____

PAYMENT TERMS:

Total Consideration Amount (USD): _____ USD

Payment Schedule and Method: _____

Clause 1 – Purpose and Scope

This Business Agreement (the “Agreement”) sets forth the terms and conditions under which Party A and Party B agree to engage in the business relationship described herein. Both parties acknowledge that they have the authority to enter into this Agreement and intend to be legally bound by its terms.

Clause 2 – Definitions

Terms used in this Agreement shall have the meanings ascribed to them herein or as commonly understood in the relevant trade or industry.

Clause 3 – Obligations of Party A

Party A agrees to perform and fulfill all duties, responsibilities, and deliverables described in this Agreement and any attachments or schedules incorporated herein.

Clause 4 – Obligations of Party B

Party B agrees to provide necessary cooperation, payments, and fulfill all obligations required under this Agreement and its attachments.

Clause 5 – Term and Termination

This Agreement shall commence on the Effective Date and shall continue for the Term specified, unless terminated

earlier by mutual written consent or as otherwise provided in this Agreement. Either party may terminate for cause upon material breach if such breach is not cured within the specified cure period.

Clause 6 – Payment and Invoices

Payments shall be made in accordance with the Payment Schedule described above. All payments shall be made in U.S. Dollars unless otherwise agreed in writing. Invoices shall be submitted by the party entitled to payment and shall comply with applicable invoicing requirements.

Clause 7 – Confidentiality

Each party shall maintain the confidentiality of all proprietary, confidential, or trade secret information received from the other party during the term of this Agreement and thereafter, except as required by law.

Clause 8 – Intellectual Property Rights

All intellectual property rights existing prior to this Agreement shall remain with the respective party. Any intellectual property developed pursuant to this Agreement shall be owned as set forth herein or in any applicable schedule.

Clause 9 – Representations and Warranties

Each party represents and warrants that it has the full power and authority to enter into this Agreement and that its performance will not violate any other agreement or law.

Clause 10 – Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party from and against all claims, liabilities, damages, and expenses arising out of or relating to any breach of this Agreement or the gross negligence or willful misconduct of the indemnifying party.

Clause 11 – Limitation of Liability

Neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement, whether in contract, tort or otherwise, except for indemnification obligations or damages resulting from gross negligence or willful misconduct.

Clause 12 – Force Majeure

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

Clause 13 – Governing Law and Venue

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

Clause 14 – Dispute Resolution

Any dispute arising out of or relating to this Agreement shall be resolved first through good faith negotiations between the parties. If unresolved, the dispute shall be submitted to mediation before resorting to litigation.

Clause 15 – Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when sent by hand delivery, nationally recognized overnight courier, certified mail return receipt requested, or electronic means capable of verifying receipt, to the addresses specified above or as updated by notice.

Clause 16 – Assignment

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

the other party, except to a successor entity in connection with a merger or sale of substantially all assets.

Clause 17 – Entire Agreement

This Agreement, including all schedules and attachments, constitutes the entire understanding between the parties and supersedes all prior discussions, agreements, or understandings of any kind.

Clause 18 – Amendments

Any amendment or modification to this Agreement must be made in writing and signed by authorized representatives of both parties.

Clause 19 – Severability

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

Clause 20 – Counterparts and Electronic Signatures

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

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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