

# SIMPLE BUSINESS AGREEMENT

Location: \_\_\_\_\_

Effective Date: \_\_\_\_\_

## PARTIES

This Business Agreement (the “Agreement”) is entered into by and between:

### Party A:

Full Legal Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

### Party B:

Full Legal Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## 1. PURPOSE

The purpose of this Agreement is to set forth the terms and conditions under which the Parties will engage in business together, specifically related to the activities described herein.

## 2. TERM

This Agreement shall commence on the Effective Date and shall continue until terminated by either Party in accordance with Section 9 below.

## 3. RESPONSIBILITIES OF THE PARTIES

Each Party agrees to perform its responsibilities as described in this Agreement and any attached Schedules, including providing timely notices, performing tasks, and cooperating in good faith.

## 4. PAYMENT AND COMPENSATION

Compensation terms, including amounts, payment schedules, and methods, shall be agreed upon by the Parties and documented in writing. Late payments shall be subject to interest as allowed by law.

## 5. CONFIDENTIALITY

The Parties agree to keep all non-public information exchanged under this Agreement confidential and to use such information solely for the purposes of performing this Agreement. This obligation shall survive termination.

## 6. INTELLECTUAL PROPERTY

Any intellectual property developed or exchanged under this Agreement shall remain the sole property of the originating Party unless otherwise agreed in writing.

## 7. WARRANTIES AND REPRESENTATIONS

Each Party represents and warrants that it has the full legal right and authority to enter into this Agreement and perform its obligations. No warranties beyond those expressly stated are given.

## 8. INDEMNIFICATION

Each Party agrees to indemnify, defend, and hold harmless the other Party from any losses, damages, liabilities, or expenses arising from its breach of this Agreement or negligence.

## **9. TERMINATION**

Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. Termination shall not relieve either Party of obligations incurred prior to termination.

## **10. LIMITATION OF LIABILITY**

Neither Party shall be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement, to the maximum extent permitted by law.

## **11. 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 laws principles. The Parties consent to exclusive jurisdiction and venue in the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

## **12. DISPUTE RESOLUTION**

The Parties agree to attempt to resolve any disputes arising under this Agreement through good faith negotiations. If unresolved, disputes shall be submitted to mediation before pursuing litigation.

## **13. ASSIGNMENT**

Neither Party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other Party.

## **14. ENTIRE AGREEMENT**

This Agreement, including any attached Schedules or exhibits, constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, or representations.

## **15. AMENDMENTS**

Any amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both Parties.

## **16. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall remain in full force and effect.

## **17. NOTICES**

All notices under this Agreement shall be in writing and deemed effective when delivered personally, sent by certified mail, recognized overnight courier, or email with confirmation of receipt to the addresses specified above or as updated by written notice.

## **18. FORCE MAJEURE**

Neither Party shall be liable for any failure or delay in performance caused by events beyond its reasonable control, including acts of God, government actions, labor disputes, or other unforeseeable circumstances.

## **19. INDEPENDENT CONTRACTORS**

The Parties are independent contractors and nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship.

## **20. SIGNATURES**

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

**PARTY A SIGNATURE**

**PARTY B SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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