

STANDARD BUSINESS AGREEMENT

Company Name: _____

Document Number: _____

PARTIES:

First Party (Name & Address): _____

Second Party (Name & Address): _____

RECITALS:

WHEREAS, the parties desire to enter into this Agreement to set forth the terms and conditions governing their business relationship.

TERMS AND CONDITIONS:

1. Definitions

Terms used in this Agreement shall have the meanings ascribed to them herein or as commonly understood in the business context.

2. Scope of Agreement

This Agreement governs the rights and obligations of the parties relating to their business dealings as described in attached Exhibits and Schedules.

3. Obligations of the Parties

Each party shall perform its obligations in a timely, professional, and lawful manner consistent with industry standards.

4. Payment Terms

Payments shall be made as specified in Exhibit A. Late payments shall incur interest at the maximum rate allowed by law.

5. Confidentiality

Each party agrees to keep confidential all proprietary and non-public information received from the other party and to use such information solely in connection with this Agreement.

6. Intellectual Property

All intellectual property rights arising from the performance of this Agreement shall belong to the owning party or as otherwise agreed in writing.

7. Term and Termination

This Agreement shall commence upon execution and continue until terminated by either party with thirty (30) days' written notice or as otherwise specified.

8. Warranties and Representations

Each party represents and warrants that it has the authority to enter into this Agreement and that its performance will comply with applicable laws.

9. Indemnification

Each party agrees to indemnify and hold harmless the other party from any claims, damages, or liabilities arising out of breach of this Agreement or negligence.

10. Limitation of Liability

Neither party shall be liable for indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement.

11. Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control.

12. Governing Law and Venue

This Agreement shall be governed by the laws of the State of _____ without regard to conflict of law principles. The parties consent to exclusive jurisdiction of courts located in _____ County, _____.

13. Dispute Resolution

The parties agree to attempt to resolve disputes amicably and, if unresolved, agree to arbitration under the rules of the American Arbitration Association.

14. Notices

Notices must be in writing and delivered by hand, certified mail, overnight courier, or electronic means with confirmation to the addresses specified herein.

15. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations, or understandings.

16. Amendments

Any amendments must be in writing and signed by authorized representatives of both parties.

17. Severability

If any provision is found invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

18. Waiver

Failure to enforce any provision shall not constitute waiver of that or any other provision.

19. Assignment

Neither party may assign this Agreement without prior written consent of the other party.

20. Counterparts and Signatures

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

FIRST PARTY SIGNATURE

SECOND PARTY SIGNATURE

Signature: _____

Signature: _____

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