

# BASIC AGREEMENT

Parties: \_\_\_\_\_

## Party A Information:

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

Contact Information: \_\_\_\_\_

## Party B Information:

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

Contact Information: \_\_\_\_\_

## Agreement Details:

Subject Matter: \_\_\_\_\_

Terms and Conditions: \_\_\_\_\_

### Clause 1 – Purpose

This Agreement sets forth the basic terms and conditions under which the Parties agree to engage in the transaction or cooperation described herein. Both Parties affirm their intent to be legally bound by the provisions of this Agreement.

### Clause 2 – Obligations

Each Party agrees to perform its obligations in accordance with the terms set forth in this Agreement, exercising reasonable care and diligence. Failure to fulfill obligations may constitute a breach subject to remedies herein.

### Clause 3 – Payment Terms

If applicable, payment obligations shall be specified in writing, including amounts, due dates, and methods of payment. All payments shall be made in U.S. Dollars unless otherwise agreed in writing.

### Clause 4 – Term and Termination

This Agreement shall remain in effect until terminated by mutual written consent or upon breach by either Party, with a reasonable opportunity to cure such breach as specified herein.

### Clause 5 – Confidentiality

Both Parties agree to maintain the confidentiality of any proprietary or sensitive information exchanged in relation to this Agreement, and not to disclose such information to third parties without prior written consent.

### Clause 6 – Representations and Warranties

Each Party represents and warrants that it has the full power and authority to enter into this Agreement and that the execution and performance of this Agreement does not violate any other agreement or legal obligation.

### Clause 7 – Indemnification

Each Party shall indemnify, defend, and hold harmless the other Party from and against any claims, liabilities, damages, losses, or expenses arising out of or resulting from any breach of this Agreement, negligence, or willful misconduct.

### Clause 8 – Limitation of Liability

Neither Party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising

out of this Agreement, except in cases of gross negligence or willful misconduct.

**Clause 9 – Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to conflict-of-law principles.

**Clause 10 – Dispute Resolution**

Any disputes arising under or in connection with this Agreement shall be resolved first through good faith negotiations. If unresolved, the Parties consent to the exclusive jurisdiction of the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Clause 11 – Entire Agreement**

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

**Clause 12 – Amendments**

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

**Clause 13 – Severability**

If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect and such invalid or unenforceable provision shall be replaced by a valid provision that most closely reflects the intent of the Parties.

**Clause 14 – Assignment**

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

**Clause 15 – Notices**

All notices under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by certified mail (return receipt requested), nationally recognized overnight courier, or by electronic means confirmed by receipt.

**Clause 16 – Force Majeure**

Neither Party shall be liable for any delay or failure in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, government actions, or failures of suppliers or carriers.

**Clause 17 – Waiver**

The failure of either Party to enforce any rights under this Agreement shall not be deemed a waiver of such rights or any other rights hereunder.

**Clause 18 – 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.

**Clause 19 – Relationship of Parties**

Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the Parties.

**Clause 20 – Signatures**

This Agreement is effective as of the date last signed below by authorized representatives of the Parties. Both Parties agree to be bound by the terms and conditions herein.

**PARTY A SIGNATURE**

**PARTY B SIGNATURE**

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

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

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