

LEGAL BINDING AGREEMENT

Parties: _____

Party A Information:

Full Legal Name: _____

Address: _____

Telephone: _____

Email: _____

Party B Information:

Full Legal Name: _____

Address: _____

Telephone: _____

Email: _____

Recitals:

WHEREAS, the Parties desire to enter into this legally binding Agreement to set forth the terms and conditions governing their relationship and obligations; and WHEREAS, the Parties intend for this Agreement to be enforceable under the laws of the United States of America.

1. Definitions

The following terms shall have the meanings assigned to them in this Agreement: 'Agreement' means this Legal Binding Agreement; 'Party' means either Party A or Party B; 'Effective Date' means the date upon which this Agreement is signed by both Parties.

2. Purpose

The purpose of this Agreement is to establish the rights, duties, and responsibilities of the Parties in relation to the subject matter described herein.

3. Term

This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated in accordance with Section 10 herein.

4. Obligations of the Parties

Each Party agrees to perform all obligations and duties as described in this Agreement and any attached schedules or exhibits in a timely, diligent, and professional manner.

5. Confidentiality

The Parties agree to maintain the confidentiality of any proprietary or non-public information disclosed during the term of this Agreement and to use such information only in connection with the purposes of this Agreement.

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 law, regulation, or agreement applicable to such Party.

7. Indemnification

Each Party shall indemnify and hold harmless the other Party from and against any losses, damages, liabilities, costs, or expenses arising out of any breach of this Agreement or negligence by the indemnifying Party.

8. Limitation of Liability

Neither Party shall be liable to the other for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement, except in cases of gross negligence or willful misconduct.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles. The Parties hereby consent to the exclusive jurisdiction and venue of the federal and state courts located in _____ County, _____ for any disputes arising out of this Agreement.

10. Termination

Either Party may terminate this Agreement upon written notice to the other Party if the other Party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice specifying the breach.

11. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed effectively given upon personal delivery, certified mail (return receipt requested), overnight courier, or email with confirmation of receipt, to the addresses specified above or such other addresses as the Parties may designate in writing.

12. Entire Agreement

This Agreement, including all schedules and exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, representations, or warranties, whether written or oral.

13. Amendments

Any amendment or modification to this Agreement shall be valid only if made in writing and signed by authorized representatives of both Parties.

14. Waiver

No waiver of any breach of any provision of this Agreement shall be deemed a waiver of any preceding or subsequent breach. Failure to enforce any provision shall not constitute a waiver.

15. Severability

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable to the fullest extent permitted by law.

16. Assignment

Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party, except to a successor in interest by merger or acquisition.

17. Force Majeure

Neither Party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, government restrictions, wars, terrorism, labor disputes, or natural disasters.

18. Relationship of the Parties

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

19. 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. Facsimile or electronic signatures shall be considered binding for all purposes.

20. Headings

The section headings in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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