

TERMS AND AGREEMENT

Parties: _____

RECITALS

WHEREAS, the Parties desire to enter into this Terms and Agreement (the “Agreement”) to define the terms and conditions governing their relationship and transactions; and WHEREAS, the Parties acknowledge that this Agreement constitutes a legally binding contract enforceable under the laws of the United States.

1. Definitions

In this Agreement, unless otherwise defined, capitalized terms shall have the meanings ascribed herein. “Agreement” means this Terms and Agreement document. “Party” and “Parties” refer to the entities entering this Agreement.

2. Term

This Agreement shall commence upon execution and shall continue in effect until terminated in accordance with the provisions herein.

3. Obligations of the Parties

Each Party agrees to perform its respective obligations as set forth in this Agreement in a timely and professional manner, in compliance with applicable laws and regulations.

4. Payment Terms

All payments pursuant to this Agreement shall be made in United States Dollars (USD) via mutually agreed payment methods, within the deadlines specified by the Parties.

5. Confidentiality

Each Party shall maintain the confidentiality of any proprietary or confidential information disclosed in connection with this Agreement, and shall not disclose such information to any third party without prior written consent, except as required by law.

6. Intellectual Property

All intellectual property rights existing prior to or developed independently of this Agreement shall remain the sole property of the respective Party. Any jointly created intellectual property shall be owned as agreed between the Parties in writing.

7. Warranties and Representations

Each Party represents and warrants that it has the full corporate power and authority to enter into and perform this Agreement, and that its execution does not violate any other agreement.

8. Indemnification

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

9. Limitation of Liability

Except for damages resulting from gross negligence or willful misconduct, neither Party shall be liable for any indirect, incidental, consequential, or punitive damages arising from this Agreement.

10. Termination

Either Party may terminate this Agreement by providing written notice to the other Party at least thirty (30) days prior to the intended termination date. Termination shall not affect accrued rights or obligations.

11. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the United States of America without regard to conflict of law principles. The Parties consent to the exclusive jurisdiction of the federal and state courts located within their agreed jurisdiction.

12. Dispute Resolution

The Parties shall attempt to resolve any disputes arising under this Agreement through good faith negotiations. If unresolved, disputes shall be settled by binding arbitration under the rules of the American Arbitration Association.

13. Force Majeure

Neither Party shall be liable for delays or failures in performance caused by events beyond reasonable control, including natural disasters, acts of government, war, or labor disputes.

14. Notices

All notices required under this Agreement shall be in writing and delivered by hand, certified mail, recognized overnight courier, or electronic mail to the addresses designated by the Parties.

15. Amendments

No modification or amendment to this Agreement shall be effective unless in writing and signed by authorized representatives of both Parties.

16. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17. Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior agreements, oral or written.

18. Waiver

Failure or delay by either Party in exercising any right under this Agreement shall not operate as a waiver of such right.

19. 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.

20. Execution and Authority

Each Party represents that the persons executing this Agreement have the full power and authority to bind the respective Party.

PARTY ONE SIGNATURE

PARTY TWO SIGNATURE

Signature: _____

Signature: _____

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