# **BUSINESS CONTRACT**

This Business Contract ("Contract") is entered into as of the		
	day of	
20, by and between:		
Party A: Name:		
Address:		
City, State, ZIP:		
Contact Information:		
and		
Party B: Name:		
Address:		
City, State, ZIP:		
Contact Information:		
WHEREAS, Party A is engaged in the	e business of	
and Party B is engaged in the business	s of	, and both
parties desire to enter into this Contrac	ct to establish the terms and	d conditions under which they
will conduct business together.		
NOW, THEREFORE, in consideration	n of the mutual covenants a	and promises herein contained,
the parties agree as follows:		

## 1. DEFINITIONS

- a. "Effective Date" shall mean the date first written above.
- b. "Services" shall mean the services to be provided by Party A to Party B as described in Exhibit A attached hereto.
- c. "Products" shall mean the products to be delivered by Party B to Party A as described in Exhibit B attached hereto.
- d. "Confidential Information" shall mean any information that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure.

#### 2. TERM

This Contract shall commence on the Effective Date and shall continue until terminated in accordance with the provisions of this Contract.

## 3. SERVICES AND PRODUCTS

Party A agrees to provide the Services and Party B agrees to deliver the Products in accordance with the terms set forth in this Contract and any exhibits attached hereto. Both parties shall perform their respective obligations with due diligence and in accordance with industry standards.

# 4. PAYMENT TERMS

Party B shall pay Party A the amount of \$ _		_ for the
Services. Payment shall be made within		days of
receipt of an invoice from Party A. Party A	shall pay Party B the amount of \$	
	for the Products. Payment shall be made	e within
	days of receipt of an invoice from Party	B. All
payments shall be made in U.S. dollars and	are exclusive of any applicable taxes, w	hich shall be
the responsibility of the paying party.		

# 5. TERMINATION

Either party may terminate this Contract upon \_\_\_\_\_\_ days' written notice to the other party. In the event of termination, both parties shall fulfill any outstanding obligations incurred prior to the date of termination. Termination shall not affect any rights or obligations that have accrued prior to termination.

## 6. DEFAULT AND REMEDIES

In the event of a default by either party, the non-defaulting party shall have the right to terminate this Contract and seek any and all remedies available at law or in equity, including but not limited to specific performance, damages, and injunctive relief.

## 7. AMENDMENTS

This Contract may be amended only by a written agreement signed by both parties. Any waiver of any term or condition of this Contract must be in writing and signed by the party against whom the waiver is to be enforced.

## 8. NOTICES

T D 4 A

All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person, sent by email, or deposited in the United States mail, postage prepaid, addressed as follows:

10 Party A:
Name:
Address:
Email:
Γο Party B:
Name:
Address:
Email:

## 9. CONFIDENTIALITY

Both parties agree to maintain the confidentiality of all Confidential Information and not to disclose such information to any third party without the prior written consent of the disclosing party, except as required by law.

#### 10. INDEMNIFICATION

Each party agrees to indemnify, defend, and hold harmless the other party from any and all claims, liabilities, damages, and expenses, including reasonable attorney's fees, arising out of or in connection with any breach of this Contract or any negligent or wrongful act or omission by the indemnifying party.

## 11. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by and	construed in accordance with the laws of the State of
	Any legal action or proceeding arising under this
Contract shall be brought exclusively in	n the courts located in
	, and the parties hereby consent to the jurisdiction
thereof.	

#### 12. SEVERABILITY

If any provision of this Contract is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The parties agree to replace any invalid or unenforceable provision with a valid and enforceable provision that achieves, to the greatest extent possible, the original intent and economic effect of the invalid or unenforceable provision.

## 13. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and negotiations, whether written or oral, relating to the subject matter of this Contract.

# 14. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance under this Contract due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, or governmental actions.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

Party A:	
Signature:	
Printed Name:	
Title:	
Date:	
Party B:	
Signature:	
Printed Name:	
Title:	
Date:	
Witness:	
Signature:	
Printed Name:	
Date:	
Notary Public:	
Signature:	
Printed Name:	
Commission Number	

My Commission Expires:	
My Commission Expires:	