

VENDOR AGREEMENT

This Vendor Agreement ("Agreement") is entered into as of the

_____ day of _____ ,
20 _____ , by and between:

Company Name: _____

Address: _____

City, State, Zip: _____

("Company")

and

Vendor Name: _____

Address: _____

City, State, Zip: _____

("Vendor")

RECITALS

WHEREAS, the Company desires to engage the Vendor to provide certain goods and/or services as described herein; and

WHEREAS, the Vendor agrees to provide such goods and/or services to the Company under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. DEFINITIONS

1.1 "Goods" shall mean the products to be supplied by the Vendor as described in Exhibit A attached hereto.

1.2 "Services" shall mean the services to be provided by the Vendor as described in Exhibit B attached hereto.

1.3 "Effective Date" shall mean the date first written above.

1.4 "Confidential Information" shall mean any non-public information disclosed by either party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects.

2. SCOPE OF WORK

2.1 The Vendor agrees to provide the Goods and/or Services as detailed in Exhibits A and B.

2.2 The Vendor shall perform the Services in a professional and workmanlike manner consistent with industry standards.

3. PAYMENT TERMS

3.1 The Company shall pay the Vendor the total amount of \$

_____ for the Goods and/or Services, payable as follows:

_____ .

3.2 Payment shall be made within _____ days of receipt of an invoice from the Vendor.

3.3 The Company reserves the right to withhold payment for any Goods or Services not delivered or performed in accordance with this Agreement.

4. TERM AND TERMINATION

4.1 This Agreement shall commence on the Effective Date and continue until _____, unless terminated earlier in accordance with this Agreement.

4.2 Either party may terminate this Agreement upon _____ days' written notice to the other party.

4.3 In the event of termination, the Company shall pay the Vendor for all Goods delivered and Services performed up to the date of termination.

4.4 The Company may terminate this Agreement immediately upon written notice if the Vendor fails to cure any breach of this Agreement within _____ days of receiving written notice of such breach.

5. DEFAULT AND REMEDIES

5.1 In the event of a default by either party, the non-defaulting party may terminate this Agreement and pursue any and all remedies available at law or in equity.

5.2 The Vendor shall indemnify and hold the Company harmless from any claims, damages, liabilities, costs, and expenses arising from the Vendor's breach of this Agreement.

6. CONFIDENTIALITY

6.1 Each party agrees to maintain the confidentiality of the other party's Confidential Information and not to disclose it to any third party without prior written consent.

7. AMENDMENT

7.1 This Agreement may be amended only by a written instrument executed by both parties.

8. NOTICES

8.1 All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, or three (3) days after being sent by certified mail, return receipt requested, to the addresses set forth above.

9. GOVERNING LAW

9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of _____ .

10. SEVERABILITY

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

11. ENTIRE AGREEMENT

11.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

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

Company:

Signature: _____

Date: _____

Print Name: _____

Title: _____

Vendor:

Signature: _____

Date: _____

Print Name: _____

Title: _____

WITNESS:

Signature: _____

Date: _____

Print Name: _____

NOTARY ACKNOWLEDGMENT

State of _____

County of _____

On this _____ day of

_____, 20 _____,

before me, the undersigned, a Notary Public in and for said State, personally appeared

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

Date: _____

Print Name: _____

Notary Public, State of _____

My Commission Expires: _____