

BASIC SIMPLE AGREEMENT

Parties: _____

This Simple Agreement is made between:

Party A ("Seller"): _____

Party B ("Buyer"): _____

Recitals:

WHEREAS, Seller desires to sell and Buyer desires to purchase certain goods or services as described herein under the terms and conditions set forth in this Agreement.

1. Agreement to Sell and Purchase

Seller agrees to sell, and Buyer agrees to purchase, the goods or services described in this Agreement, subject to the terms and conditions set forth herein.

2. Description of Goods or Services

The goods or services to be sold and purchased under this Agreement are as described in the attached Schedule A, which is incorporated by reference herein.

3. Purchase Price

The total purchase price for the goods or services shall be as set forth in Schedule B attached hereto.

4. Payment Terms

Buyer shall pay the Purchase Price to Seller according to the payment schedule set forth in Schedule B. Payment shall be made by check, wire transfer, or other mutually agreed method.

5. Delivery

Seller shall deliver the goods or perform the services at the location and by the date specified in Schedule C.

6. Inspection and Acceptance

Buyer shall have a reasonable period to inspect the goods or services after delivery. If the goods or services do not conform to this Agreement, Buyer shall notify Seller in writing within that period.

7. Warranties

Seller warrants that the goods or services shall conform to the specifications set forth herein and shall be free from material defects at the time of delivery. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8. Risk of Loss

Risk of loss or damage to the goods shall pass from Seller to Buyer upon delivery at the agreed location.

9. Title

Title to the goods shall pass from Seller to Buyer upon full payment of the Purchase Price.

10. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT.

11. Indemnification

Each party agrees to indemnify and hold harmless the other party from any claims, damages, or liabilities arising from the indemnifying party's gross negligence or willful misconduct.

12. Confidentiality

Both parties agree to keep confidential all non-public information disclosed pursuant to this Agreement, except as required by law or with prior written consent.

13. Termination

This Agreement may be terminated by either party upon written notice if the other party materially breaches any term of this Agreement and fails to cure such breach within a reasonable time.

14. Governing Law

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.

15. Dispute Resolution

Any disputes arising under this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

16. Entire Agreement

This Agreement, including all Schedules attached hereto, constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings.

17. Amendments

No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

18. Assignment

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

19. Notices

All notices required or permitted under this Agreement shall be in writing and deemed given when delivered personally, sent by certified mail, or by recognized overnight courier to the addresses of the parties.

20. Severability

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

21. Waiver

Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

22. 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.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://agreementtemplate-us.com/basic-simple-agreement/>

Did you find this template helpful?

Find more updated templates at:

<https://agreementtemplate-us.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.