

# BUSINESS AGREEMENT CONTRACT

Contracting Parties:

**Party A (First Party):**

Full Legal Name: \_\_\_\_\_

Business Type / Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone/Email: \_\_\_\_\_

**Party B (Second Party):**

Full Legal Name: \_\_\_\_\_

Business Type / Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone/Email: \_\_\_\_\_

**Agreement Details:**

Purpose of Agreement: \_\_\_\_\_

Scope of Work / Services: \_\_\_\_\_

Term of Agreement: \_\_\_\_\_

Termination Conditions: \_\_\_\_\_

**Payment Terms:**

Total Payment Amount: \_\_\_\_\_

USD

Payment Schedule: \_\_\_\_\_

Late Payment Penalties: \_\_\_\_\_

**Responsibilities and Obligations:**

Party A Responsibilities: \_\_\_\_\_

Party B Responsibilities: \_\_\_\_\_

**Confidentiality:**

Each party agrees to keep confidential and not disclose to any third party any non-public information obtained in connection with this Agreement, except as required by law or as mutually agreed in writing.

**Intellectual Property:**

All intellectual property rights created or developed under this Agreement shall be owned as agreed by the parties in writing. Neither party shall use the other party's intellectual property without prior written consent.

**Indemnification:**

Each party agrees to indemnify and hold harmless the other party from any claims, damages, liabilities, costs, or

expenses arising out of breach of this Agreement or negligent or willful misconduct.

**Limitation of Liability:**

Neither party shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages arising out of this Agreement.

**Governing Law and Dispute Resolution:**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_. Any disputes arising hereunder shall be resolved by binding arbitration or litigation in the courts located in \_\_\_\_\_ County.

**Notices:**

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

**Entire Agreement and Amendments:**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral. Any amendments or modifications must be made in writing and signed by both parties.

**Severability:**

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

**Waiver:**

Failure to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provisions.

**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 instrument. Signatures transmitted electronically or by PDF shall be deemed originals.

**PARTY A SIGNATURE**

**PARTY B SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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