

# GENERAL AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Party A Information:

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

Government ID / Driver License No.: \_\_\_\_\_

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

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

## Party B Information:

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

Government ID / Driver License No.: \_\_\_\_\_

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

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

## Agreement Details:

Subject Matter: \_\_\_\_\_

Consideration / Payment Terms: \_\_\_\_\_

Duration / Term: \_\_\_\_\_

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

## Clause 1 – Purpose and Scope

This Agreement sets forth the entire understanding and agreement between the parties regarding the subject matter described herein. Both parties agree to perform their obligations in good faith and in accordance with all applicable laws and regulations of the United States.

## Clause 2 – Representations and Warranties

Each party represents and warrants that it has the full power and authority to enter into this Agreement and perform its obligations hereunder, and that this Agreement constitutes a legal, valid, and binding obligation enforceable against such party in accordance with its terms.

## Clause 3 – Payment and Consideration

The parties agree to the payment terms set forth above. All payments shall be made in lawful currency of the United States and are subject to applicable federal, state, and local taxes, unless otherwise agreed in writing.

## Clause 4 – Confidentiality

Both parties agree to keep confidential any proprietary or non-public information disclosed during the course of this Agreement, and to use such information solely for the purpose of fulfilling their obligations under this Agreement.

## Clause 5 – Compliance with Laws

Both parties shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of their obligations under this Agreement.

## Clause 6 – Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party and its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, and expenses arising out of or in connection with any breach of this Agreement or wrongful acts or omissions.

**Clause 7 – Limitation of Liability**

Neither party shall be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement, even if advised of the possibility of such damages.

**Clause 8 – Force Majeure**

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, or governmental actions.

**Clause 9 – Notices**

All notices under this Agreement shall be in writing and shall be deemed duly given upon delivery if delivered in person, by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt, addressed to the parties' addresses set forth in this Agreement or as otherwise designated by written notice.

**Clause 10 – Governing Law and Venue**

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. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Clause 11 – Dispute Resolution**

Any disputes arising out of or relating to this Agreement shall be resolved first through good faith negotiation between the parties. If unresolved, the dispute shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association, with the arbitration held in \_\_\_\_\_, \_\_\_\_\_.

**Clause 12 – Entire Agreement**

This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all prior and contemporaneous agreements, representations, and understandings, whether oral or written.

**Clause 13 – Amendments**

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

**Clause 14 – Severability**

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

**Clause 15 – Assignment**

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except to a successor entity in the case of merger or acquisition.

**Clause 16 – Waiver**

Failure or delay by either party in exercising any right under this Agreement shall not constitute a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise thereof.

**Clause 17 – Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, including by electronic signature or PDF format, each of which shall

be deemed an original, and all of which together shall constitute one and the same instrument.

**Clause 18 – Relationship of Parties**

The parties are independent contractors and nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship.

**Clause 19 – Headings**

Headings used in this Agreement are for convenience only and shall not affect the interpretation of any provision.

**Clause 20 – Execution**

The parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**PARTY A SIGNATURE**

**PARTY B SIGNATURE**

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

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

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