

MASTER AGREEMENT

Location: _____ Effective Date: _____

Parties:

Company/Entity Name: _____

Address: _____

Contact Person: _____

Email/Phone: _____

Purpose of Agreement:

This Master Agreement ("Agreement") sets forth the terms and conditions under which the parties agree to conduct business transactions and governs the rights, duties, and obligations of the parties in their dealings. This Agreement is intended to provide a comprehensive and legally binding framework to facilitate future transactions.

Definitions:

"Confidential Information" means any non-public information disclosed by one party to the other that is designated as confidential or would reasonably be understood to be confidential. "Effective Date" means the date first written above. "Party" means either party to this Agreement, and "Parties" means both.

Term and Termination:

This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated by either Party upon thirty (30) days prior written notice to the other Party. Termination shall not affect obligations accrued prior to termination.

Scope of Work and Deliverables:

Specific transactions, projects, or services contemplated under this Agreement shall be detailed in separate Statements of Work ("SOW") or Purchase Orders issued under this Agreement, each of which shall reference this Agreement and be subject to its terms.

Payment Terms:

Payment terms for each transaction shall be specified in the applicable SOW or Purchase Order. Unless otherwise agreed in writing, payments are due within thirty (30) days of invoice receipt. Late payments shall bear interest at the maximum rate permitted by law.

Confidentiality:

Each Party agrees to maintain the confidentiality of Confidential Information disclosed by the other Party and to use such information solely for the purposes of performing obligations under this Agreement. Confidential Information shall not include information that is publicly known, independently developed, or rightfully received from a third party.

without breach.

Representations and Warranties:

Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform its obligations hereunder. The Parties further warrant that their performance will comply with all applicable laws and regulations.

Indemnification:

Each Party shall indemnify, defend, and hold harmless the other Party and its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or resulting from the indemnifying Party's breach of this Agreement, negligence, or willful misconduct.

Limitation of Liability:

Except for liability arising from gross negligence, willful misconduct, or indemnification obligations, neither Party shall be liable for any indirect, incidental, consequential, special, or punitive damages, including lost profits or business interruption, even if advised of the possibility thereof.

Force Majeure:

Neither Party shall be liable for delays or failures in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, pandemics, government actions, or natural disasters. The affected Party shall notify the other promptly and make reasonable efforts to resume performance.

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles. The Parties submit to the exclusive jurisdiction of the state and federal courts located in _____ County, _____ for any disputes arising under this Agreement.

Dispute Resolution:

The Parties agree to attempt in good faith to resolve any dispute arising out of or relating to this Agreement through negotiation. If unresolved, disputes shall be submitted to mediation before a mutually agreed mediator. If mediation fails, either Party may pursue any remedies available at law or in equity.

Amendments:

No amendment or modification of this Agreement shall be valid unless in writing and signed by authorized representatives of both Parties.

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 in interest of the entire business and assets.

Waiver:

The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

Severability:

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

Entire Agreement:

This Agreement, together with all referenced exhibits, appendices, and documents incorporated herein, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, understandings, and negotiations.

Notices:

All notices under this Agreement shall be in writing and delivered by hand, certified mail, reputable overnight courier, or electronic means capable of confirming receipt, to the addresses specified by the Parties.

Counterparts and Electronic Signatures:

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by electronic means (e.g., PDF, fax, email) shall be deemed original and binding.

AUTHORIZED SIGNATORY - PARTY A

AUTHORIZED SIGNATORY - PARTY B

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

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