

MUTUAL AGREEMENT

Parties: _____

Party A Information:

Full Legal Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Party B Information:

Full Legal Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Recitals:

WHEREAS, the parties desire to enter into this Mutual Agreement (the “Agreement”) to set forth the terms and conditions governing their mutual understanding and agreements relating to their business relationship; and WHEREAS, each party represents and warrants that it has the authority to enter into this Agreement, and this Agreement is enforceable against each party in accordance with its terms.

1. Purpose and Scope

The purpose of this Agreement is to define the mutual roles, responsibilities, and obligations of the parties. This Agreement governs all transactions, communications, and cooperation between the parties unless otherwise agreed in writing.

2. Mutual Obligations

Each party shall perform its obligations under this Agreement in good faith, comply with all applicable laws, and maintain all necessary licenses and permits. Each party agrees to cooperate and provide timely information as reasonably requested.

3. Confidentiality

Both parties agree to maintain the confidentiality of any proprietary or confidential information disclosed during the term of this Agreement. Confidential information shall not be disclosed to any third party without prior written consent, except as required by law.

4. Term and Termination

This Agreement shall commence upon execution by both parties and continue until terminated by either party upon thirty (30) days written notice. Termination shall not affect rights or obligations accrued prior to termination.

5. Representations and Warranties

Each party represents and warrants that it has the legal authority to enter into this Agreement, and that entering into this Agreement does not violate any other agreement, law, or regulation.

6. Indemnification

Each party shall indemnify, defend, and hold harmless the other party from and against any claims, damages, liabilities, and expenses arising from its breach of this Agreement or negligence.

7. Limitation of Liability

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

8. 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 conflicts of laws principles. The parties agree to exclusive jurisdiction and venue in the state or federal courts located in _____ County, _____.

9. Dispute Resolution

In the event of any dispute arising out of or relating to this Agreement, the parties agree to first attempt to resolve the matter through good faith negotiation. If unresolved, the parties may pursue mediation or binding arbitration as agreed in writing.

10. Amendments and Waivers

No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. Waiver of any breach shall not be construed as a waiver of any subsequent breach.

11. Notices

All notices, requests, consents, and other communications shall be in writing and deemed delivered when received by hand delivery, overnight courier, certified mail, or electronic transmission with confirmation to the addresses provided by the parties.

12. Entire Agreement

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

13. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced with a valid provision that most closely reflects the parties' intent.

14. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. No Third Party Beneficiaries

This Agreement is for the sole benefit of the parties and their permitted successors and assigns, and nothing herein shall create any rights for any third party.

16. Force Majeure

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

17. 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 in connection with a merger, acquisition, or sale of all or substantially all assets.

18. Relationship of the Parties

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

19. Compliance with Laws

Each party agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of this Agreement.

20. Signatures

The parties have executed this Mutual Agreement as of the date of last signature below by their authorized representatives.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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