

NON-REFUNDABLE PAYMENT AGREEMENT

Parties: _____

Payer Information:

Full Name or Entity: _____

Address: _____

Phone/Email: _____

Recipient Information:

Full Name or Entity: _____

Address: _____

Phone/Email: _____

Payment Terms:

Amount to be Paid (USD): _____

Purpose of Payment: _____

Section 1 – Agreement to Pay Non-Refundable Amount

Payer agrees to pay Recipient the amount specified above as a non-refundable payment (the “Payment”) in accordance with the terms set forth herein. Payer acknowledges and agrees that the Payment is non-refundable under any circumstances except as otherwise expressly provided in this Agreement.

Section 2 – Method and Timing of Payment

The Payment shall be made by wire transfer, cashier’s check, or other immediately available funds acceptable to Recipient. Payment shall be due upon execution of this Agreement or as otherwise mutually agreed in writing by the parties.

Section 3 – Non-Refundability

Payer expressly waives any right to demand a refund of the Payment, regardless of future actions, changes in circumstance, or failure of any underlying transaction or agreement related to this Payment, except as otherwise explicitly stated herein.

Section 4 – Consideration

The parties acknowledge that the Payment constitutes valid and binding consideration for the promises and obligations contained in any related agreements or transactions between the parties.

Section 5 – 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. Payer represents that it is authorized to make the Payment, and Recipient represents that it will apply the Payment consistent with the terms herein.

Section 6 – No Waiver of Rights

No failure or delay by Recipient in exercising any right or remedy shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise thereof or the exercise of any other right or remedy.

Section 7 – Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____ for any disputes arising out of or related to this Agreement.

Section 8 – Entire Agreement

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

Section 9 – Amendments and Modifications

Any amendment or modification of this Agreement must be in writing and signed by duly authorized representatives of both parties.

Section 10 – Severability

If any provision of this Agreement is found to be invalid, illegal, 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' original intent.

Section 11 – Counterparts and Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed as effective as original signatures.

Section 12 – Notices

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed duly given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt.

Section 13 – No Assignment

Neither party may assign or delegate its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Section 14 – Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns.

Section 15 – Construction

The parties acknowledge that each has had the opportunity to be represented by counsel and that this Agreement shall be construed fairly and not in favor of or against any party by reason of draftsmanship.

Section 16 – Remedies Cumulative

The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law or equity.

Section 17 – Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, government action, strikes, or other labor disturbances.

Section 18 – Confidentiality

The existence and terms of this Agreement shall be kept confidential by the parties except as required by law or as otherwise agreed in writing.

Section 19 – Compliance with Law

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

Section 20 – Headings

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

PAYER'S SIGNATURE

RECIPIENT'S SIGNATURE

Signature: _____

Signature: _____

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