

SUB AGREEMENT

Location: _____ Effective Date: _____

Parties:

First Party Name: _____

First Party Address: _____

Second Party Name: _____

Second Party Address: _____

Recitals:

WHEREAS, First Party and Second Party desire to enter into this Sub Agreement to set forth the terms and conditions under which the First Party will provide certain services to the Second Party as outlined herein;

1. Scope of Work:

The First Party agrees to perform the work described in Exhibit A attached hereto and made a part of this Agreement. The services shall be performed in a professional and workmanlike manner consistent with industry standards.

2. Term:

This Agreement shall commence on the Effective Date and shall continue until completion of the services or termination in accordance with Section 8.

3. Compensation:

The Second Party shall pay the First Party for services rendered in accordance with the payment schedule set forth in Exhibit B attached hereto. All payments shall be made in US Dollars.

4. Independent Contractor:

The First Party is an independent contractor and not an employee, agent, or partner of the Second Party. The First Party shall have no authority to bind or obligate the Second Party in any manner.

5. Confidentiality:

Both parties agree to hold in confidence all Confidential Information disclosed during the term of this Agreement and not to disclose such information to any third party without prior written consent, except as required by law.

6. Intellectual Property:

Any intellectual property developed under this Agreement shall be the sole property of the Second Party. The First Party hereby assigns all rights, title, and interest in such intellectual property to the Second Party.

7. Representations and Warranties:

Each party represents and warrants that it has full power and authority to enter into this Agreement and that this Agreement does not violate any other agreement.

8. Termination:

Either party may terminate this Agreement upon written notice if the other party materially breaches any provision and fails to cure such breach within thirty (30) days after receipt of written notice thereof.

9. Indemnification:

Each party agrees to indemnify, defend, and hold harmless the other party from and against any claims, damages, liabilities, costs, or expenses arising out of or resulting from the breach of this Agreement or negligence.

10. Limitation of Liability:

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

11. 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 laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

12. 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 binding arbitration in accordance with the rules of the American Arbitration Association.

13. Notices:

All notices under this Agreement shall be in writing and delivered by hand, certified mail, overnight courier, or electronic mail with confirmation of receipt to the addresses set forth above or such other address as either party may designate in writing.

14. Entire Agreement:

This Agreement, together with all Exhibits and Attachments, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements.

15. Amendments:

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

16. Severability:

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

17. Waiver:

No waiver of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.

18. Counterparts:

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

19. Force Majeure:

Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including acts of God, war, terrorism, or governmental acts.

FIRST PARTY SIGNATURE

SECOND PARTY SIGNATURE

Signature: _____

Signature: _____

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