

THIRD PARTY AGREEMENT

Location: _____ Effective Date: _____

Parties:

First Party Full Name: _____

Address: _____

Phone/Email: _____

Second Party Full Name:

Address: _____

Phone/Email: _____

Recitals:

WHEREAS, the First Party desires to engage the Second Party to perform certain services as described herein; and WHEREAS, the Second Party agrees to provide such services under the terms and conditions set forth in this Agreement.

1. Services Provided

The Second Party shall provide the services described in Exhibit A attached hereto (the "Services"). The Second Party shall perform the Services in a timely and professional manner consistent with industry standards.

2. Term

This Agreement shall commence on the Effective Date and shall continue until the Services are completed or the Agreement is terminated in accordance with Section 9.

3. Compensation

The First Party shall compensate the Second Party as set forth in Exhibit B attached hereto. Payment shall be made within thirty (30) days of receipt of a proper invoice.

4. Independent Contractor

The Second Party is an independent contractor and shall not be deemed an employee, partner, or agent of the First Party for any purpose.

5. Confidentiality

Each party agrees to maintain the confidentiality of all proprietary or confidential information disclosed by the other party in connection with this Agreement and shall not disclose such information to any third party without prior written consent.

6. Intellectual Property

All intellectual property rights arising from the performance of the Services shall be the exclusive property of the First Party, unless otherwise agreed in writing.

7. Compliance with Laws

The Second Party shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of the Services.

8. Indemnification

The Second Party agrees to indemnify, defend, and hold harmless the First Party, its affiliates, officers, and employees from and against any claims, damages, liabilities, and expenses arising out of or related to the Second Party's performance or breach of this Agreement.

9. Termination

Either party may terminate this Agreement upon providing written notice to the other party if the other party materially breaches any term of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice.

10. Limitation of Liability

In no event shall either party be liable for any consequential, incidental, special, or punitive damages arising out of or related to this Agreement.

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 courts located in _____ County, _____.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and communications.

13. Amendments

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

14. Notices

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

15. Severability

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

16. Waiver

No failure or delay by either party in exercising any right shall operate as a waiver thereof.

17. Assignment

Neither party may assign or transfer this Agreement or any rights hereunder without the prior written consent of the other party.

18. Counterparts; Electronic 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 signatures shall have the same force and effect as original signatures.

19. Force Majeure

Neither party shall be responsible for failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, or governmental action.

20. Relationship of the Parties

Nothing in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties.

FIRST PARTY SIGNATURE

SECOND PARTY SIGNATURE

Signature: _____

Signature: _____

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