

VENDOR AGREEMENT

Location: _____ Date: _____

Vendor Information:

Full Legal Name: _____
Business Entity Type: _____
Federal Tax ID / SSN: _____
Address: _____
Phone / Email: _____

Purchaser Information:

Full Legal Name: _____
Business Entity Type: _____
Federal Tax ID / SSN: _____
Address: _____
Phone / Email: _____

Agreement Details:

Description of Goods / Services: _____
Quantity / Scope: _____
Unit Price / Rate: _____ USD
Total Price: _____ USD
Payment Terms and Schedule: _____
Delivery / Performance Location: _____
Delivery / Performance Date(s): _____

Section 1 – Scope of Agreement

Vendor agrees to sell and deliver the goods and/or perform the services described above (the “Products” or “Services”) to Purchaser in accordance with the terms and conditions set forth in this Agreement.

Section 2 – Vendor’s Representations and Warranties

Vendor represents and warrants that it has full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; that all goods shall be new, merchantable, free from defects, and conform to specifications; and that all services shall be performed in a professional and workmanlike manner.

Section 3 – Purchaser’s Obligations

Purchaser shall pay the total price in accordance with the payment terms described above and shall provide any necessary access, information, and cooperation for Vendor to perform its obligations.

Section 4 – Delivery and Acceptance

Delivery of goods or performance of services shall be made at the location and within the timeframe specified. Purchaser shall inspect and accept or reject the goods or services promptly. Rejected items shall be remedied or replaced by Vendor at no additional cost.

Section 5 – Risk of Loss and Title

Title and risk of loss to goods shall pass to Purchaser upon delivery and acceptance at the designated location.

Section 6 – Taxes and Duties

Purchaser shall be responsible for all applicable taxes, duties, fees, and governmental charges arising from the purchase and ownership of the goods or receipt of services.

Section 7 – Confidentiality

Each party agrees to maintain the confidentiality of all proprietary and confidential information disclosed during the term of this Agreement and not to disclose such information to any third party without prior written consent.

Section 8 – Indemnification

Vendor shall indemnify, defend, and hold harmless Purchaser and its affiliates from all claims, damages, losses, liabilities, and expenses arising out of Vendor's breach of this Agreement, negligence, or willful misconduct.

Section 9 – Limitation of Liability

Except for liability arising from gross negligence or willful misconduct, neither party shall be liable for consequential, incidental, indirect, special, or punitive damages.

Section 10 – Term and Termination

This Agreement shall commence upon execution and continue until all obligations are fulfilled unless terminated earlier by either party upon written notice for cause or convenience as set forth herein.

Section 11 – Force Majeure

Neither party shall be liable for delays or failure to perform due to causes beyond reasonable control, including acts of God, government actions, strikes, or natural disasters.

Section 12 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflict of law provisions. The parties consent to the exclusive jurisdiction of state and federal courts located in _____ County, _____.

Section 13 – Dispute Resolution

Any dispute arising out of or relating to this Agreement shall be resolved first through good faith negotiations, then, if unresolved, through mediation, and finally by binding arbitration in accordance with the rules of the American Arbitration Association.

Section 14 – Entire Agreement

This Agreement, including all attachments and exhibits, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements, whether written or oral.

Section 15 – Amendments

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

Section 16 – Assignment

Neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except to an affiliate or in connection with a merger or sale of substantially all assets.

Section 17 – Notices

All notices required or permitted under this Agreement shall be in writing and delivered personally, by nationally recognized overnight courier, certified mail, or electronic means with confirmation of transmission.

Section 18 – Severability

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

Section 19 – Waiver

Failure or delay by either party to enforce any right or provision shall not constitute a waiver of such right or provision.

Section 20 – Counterparts

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

VENDOR SIGNATURE

PURCHASER SIGNATURE

Signature: _____

Signature: _____

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