

SIMPLE CONTRACT

This Agreement (“Agreement”) dated _____, 20__ (the “Effective Date”) is made between _____ (the “Party A”) located at _____ and _____ (the “Party B”), located at _____, for the purpose of setting forth the exclusive terms and conditions by which the Party A desires to acquire certain services and/or _____ from the Party B.

In consideration of the mutual obligations specified in this Agreement, the parties, intending to be legally bound hereby, agree to the following:

Scope of Services. Party A retains the above Party B, and Party B agrees to perform for Party A, certain services and/or _____ set forth in **Exhibit A** to this Agreement (the “Services”). Any Service outside of the scope as defined in Exhibit A to this Agreement will require a new Agreement for other services agreed to by the Parties.

Consideration / Compensation. In exchange for the full, prompt, and satisfactory performance of all Services to be rendered to Party A, Party B shall be compensated as follows:

Other:

Termination. This Agreement may be terminated at any time by mutual agreement by the Parties.

This Agreement shall be effective on the date hereof and shall continue until terminated by either party upon _____ business days written notice.

Notice. All notices or requests required or contemplated by this Agreement shall be in writing and such notice shall be delivered as follows:

(a) if from Party A to Party B shall be hand-delivered or mailed to:

or such other address as Party A shall specify in written notice to Party B.

(b) if from Party B to Party A shall be hand-delivered or mailed to:

or such other address as Party B shall specify in written notice to Party A.

Warranty. Party B shall provide its services and meet its obligations set forth in this Agreement in a timely and satisfactory workmanlike manner, using its knowledge and recommendations for performing its services which generally meets standards in the Contractor's region and community, and agrees to provide a standard of care, equal or superior to care used by other professionals in the same profession.

Party B shall perform the services in compliance with the terms and conditions of the Agreement.

Dispute Resolution. Parties to this Agreement shall first attempt to settle any dispute through good-faith negotiation. If the dispute cannot be settled between the parties via negotiation, either party may initiate mediation or binding arbitration in the State of _____.

If the parties do not wish to mediate or arbitrate the dispute and litigation is necessary, this Agreement will be interpreted based on the laws of the State of _____, without regard to the conflict of law provisions of such state. The Parties agree the dispute will be resolved in a court of competent jurisdiction in the State of _____.

Governing Law. This Agreement shall be governed in all respects by the laws of the State of _____ without regard to the conflict of law provisions of such state. This Agreement shall be binding upon the successors and assigns of the respective parties.

Legal Fees. Should a dispute between the named Parties arise that lead to legal action, the prevailing Party shall be entitled to any reasonable legal fees, including, but not limited to attorneys' fees.

No Assignment. This Agreement shall be binding upon the undersigned and their respective heirs, representatives, successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Electronic Signatures. This Agreement and related documents entered into in connection with this Agreement are signed when a party's signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures.

Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Captions for Convenience. All captions herein are for convenience or reference only and do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

No Waiver. No waiver of or failure to act upon any of the provisions of this Agreement or any right or remedy arising under this Agreement shall be deemed or shall constitute a waiver of any other provisions, rights or remedies (whether similar or dissimilar).

Amendment. This Agreement may be amended only by a writing signed by all of the Parties hereto.

Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the _____ day of _____, 20__ (the "*Effective Date*").

Dated: _____

Dated: _____

Party A's Signature

Party B's Signature

Party A's Printed Name or Entity

Party B's Printed Name or Entity

Party A's Contact Information:

Party B's Contact Information:

Address: _____

Address: _____

Phone Number: _____

Phone Number: _____

Email Address: _____

Email Address: _____

EXHIBIT A

Party B agrees to provide the following services for Party A:

Other:
