

# LETTER OF AGREEMENT

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Dear :

The following instrument shall summarize the Agreement in accordance with our previous discussions held on . This Agreement was preceded through prior negotiations which took place by .

As per our conversation, the mutually agreed upon terms are as follows:

## **TOPIC OF AGREEMENT**

and are in agreement to the following with regards to:

## **TERMS OF AGREEMENT**

The aforementioned Agreement will become effective on , and shall remain in effect until. The aforementioned Agreement shall remain in effect until such time of the expiration date or agreed upon termination, unless otherwise agreed upon by mutual agreement in writing by both parties.

## **ACT OF GOD/FORCE OF NATURE**

Neither party shall be considered in default or in breach of contract hereunder nor be held liable for any failure to perform or for any delay in the performance of any provisions related to this Letter of Agreement when such failure or delay to perform should be triggered by any act or force of nature beyond either party's control. Such acts or force of nature would include, but are not limited to, Act of God (tornado, hurricane, lightning strike, etc.), fire, flood, hostilities, war, striking, or governmental restrictions, provided that whosoever declares an ACT of GOD or Force of Nature shall then provide prompt written notice to the other party to this Agreement of the commencement of the circumstance, the nature of the delay or failure, and when the condition will terminate/cease. Should such performance become interrupted by any such act as mentioned above, every reasonable effort shall be made to resume full performance of the Letter of Agreement as promptly as possible.

## **NOTICE**

Both parties hereby acknowledge and agree that any notices provided in connection with this Agreement, shall be made in writing by registered or certified mail, with return receipt requested.

### **ENTIREITY OF AGREEMENT**

There are no other representations, terms, conditions, warranties, or agreements, either oral or written, with respect to this Letter of Agreement made between both parties. As such, no changes shall be made except in writing, and thus executed by both parties.

### **PREVAILING LAW**

The entirety of this Letter of Agreement shall be governed in accordance with the prevailing laws of the State of . Every aspect and provision of this Agreement shall be construed in such a manner that shall render this an effective and valid legal instrument under current applicable law. Should any part of this Agreement be deemed ineffective or unenforceable under applicable, only that specific provision shall be invalid and unenforceable, without affecting or invalidating any of the remaining provisions contained within this Letter of Agreement.

### **LEGAL REMEDIES**

Should either party seek legal remedy to enforce or interpret any of the provisions contained with this Letter of Agreement, the prevailing party shall be entitled to reasonable attorney fees, in conjunction with any other relief deemed appropriate by the court to which the party may be entitled.

### **TERMINATION**

Both parties shall have the right, at any time, provided written notice is given, to terminate this Letter of Agreement, whereas all rights shall immediately return to the originator of said Letter of Agreement without prejudice to money that may be due or become due upon the occurrence of any of the following:

- (a) Any violation of the terms of this Letter of Agreement, by either party;
- (b) Death or disability of either party during the term of this Agreement, or;
- (c) Either parties' inability to perform in accordance with this Letter of Agreement.

### **TITLES AND SUBTITLES**

Any titles or subtitles contained or used in connection with this Letter of Agreement have been provided for ease and convenience of use only and shall not be used to construe any other meaning or intent.

By the signing of this Letter of Agreement, both parties acknowledge and agree, with full understanding as to the accuracy of the contents herein, and with the terms agreed upon during negotiations.

(Company Name – Originator)

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(Signature of Duly Authorized Representative)

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Accepted and agreed on .

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