

SIMPLE CONTRACT AGREEMENT

Parties:

Party A:

Full Legal Name: _____

Address: _____

Contact Information: _____

Party B:

Full Legal Name: _____

Address: _____

Contact Information: _____

Recitals:

WHEREAS Party A and Party B wish to enter into this Agreement to set forth the terms and conditions under which they will cooperate and perform their respective obligations.

1. Purpose

This Agreement sets forth the terms and conditions governing the relationship and obligations between the Parties.

2. Term

This Agreement shall commence upon execution by both Parties and shall continue in effect until terminated by either Party in accordance with this Agreement.

3. Obligations of the Parties

Each Party agrees to perform its respective duties and responsibilities as described herein in a timely and professional manner.

4. Payment Terms

If applicable, payments shall be made as agreed upon by the Parties in writing. All amounts payable under this Agreement are exclusive of applicable taxes.

5. Confidentiality

The Parties agree to keep confidential all non-public information disclosed during the term of this Agreement and thereafter.

6. Representations and Warranties

Each Party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.

7. Limitation of Liability

Neither Party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement.

8. Termination

Either Party may terminate this Agreement upon written notice to the other Party in the event of a material breach that remains uncured after thirty (30) days' notice.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Canada. The Parties submit to the exclusive jurisdiction of the courts of the applicable Province for any disputes arising hereunder.

10. Dispute Resolution

The Parties agree to attempt to resolve any disputes amicably through negotiation and if unsuccessful, through mediation prior to initiating legal proceedings.

11. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to its subject matter and supersedes all prior agreements, representations, and understandings.

12. Amendments

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

13. Notices

All notices given under this Agreement shall be in writing and delivered personally or sent by nationally recognized overnight courier or email to the addresses specified above.

14. Severability

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

15. Waiver

The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

16. 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.

17. Independent Parties

The Parties are independent contractors and nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship.

18. Assignment

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

19. Force Majeure

Neither Party shall be liable for any failure or delay in performance caused by events beyond its reasonable control, including but not limited to acts of God, war, terrorism, or governmental actions.

20. Compliance with Laws

Each Party shall comply with all applicable laws, regulations, and ordinances in performing its obligations under this Agreement.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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