

Vendor Agreement Sample

1. Parties Involved

- Vendor Information:
 - Full Legal Name: [Vendor's Name]
 - Business Name (if applicable): [Vendor's Business Name]
 - Address: [Vendor's Address]
 - Contact Information: [Phone Number, Email Address]
 - Vendor's Representative: [Name and Title of Vendor's Representative]
- Client Information:
 - Full Legal Name: [Client's Name]
 - Business Name (if applicable): [Client's Business Name]
 - Address: [Client's Address]
 - Contact Information: [Phone Number, Email Address]
 - Client's Representative: [Name and Title of Client's Representative]
- Effective Date:
 - The agreement is effective as of [Start Date].
- Term of Agreement:
 - Specify the duration of the agreement (e.g., one year, until the completion of the project, or ongoing).

2. Scope of Work

- Description of Goods/Services:
 - Detailed Description: A comprehensive description of the goods or services the vendor will provide. Include specifications, quality standards, and any special requirements.
 - Delivery Schedule: Outline the expected delivery dates or timelines for providing goods/services. Specify if partial deliveries are allowed.
 - Work Location: Indicate where the work will be performed or where the goods will be delivered (e.g., Client's premises, Vendor's site, or remote work).
 - Deliverables: List the specific deliverables the vendor is responsible for, including any reports, products, or services to be completed.
- Amendments to Scope:
 - Procedures for Changes: Describe the process for changing the scope of work. This could include requiring written approval from both parties before any changes are made.

- **Impact on Timeline and Costs:** Detail how changes to the scope of work will affect the delivery timeline and pricing.

3. Payment Terms

- **Pricing:**

- **Price Breakdown:** Provide a detailed breakdown of costs for goods/services, including any applicable taxes, shipping, or additional fees.

- **Payment Currency:** Specify the currency for payments (e.g., USD, EUR).

- **Payment Schedule:**

- **Payment Due Dates:** Outline the payment schedule, including due dates (e.g., 50% upfront, 50% upon completion).

- **Invoicing:** Describe how and when invoices will be issued by the vendor (e.g., monthly upon completion of milestones).

- **Payment Methods:** List acceptable payment methods (e.g., bank transfer, credit card, check).

- **Late Payment Penalties:** Specify any penalties for late payments, including interest rates or additional fees.

- **Reimbursement of Expenses:**

- **Define any expenses** the vendor may incur in connection with the services and how these will be reimbursed by the client (e.g., travel expenses, materials).

4. Liabilities and Warranties

- **Vendor Responsibilities:**

- **Quality Assurance:** The vendor guarantees that the goods/services will meet the agreed-upon quality standards and will be free from defects.

- **Compliance:** The vendor agrees to comply with all relevant laws, regulations, and industry standards when delivering goods/services.

- **Confidentiality:** The vendor will protect any confidential information disclosed by the client and not share it with third parties without prior consent.

- **Insurance:** The vendor must carry adequate insurance coverage for liability, property damage, and other applicable risks.

- **Client Responsibilities:**

Access and Cooperation: The client agrees to provide the vendor with access to the facilities, materials, and information required to complete the work.

- **Timely Payment:** The client makes payments according to the agreed schedule and terms.

- **Approval Process:** The client will review and approve deliverables promptly to avoid delays in the project.

- **Warranties:**

- **Warranty Period:** Specify when the vendor guarantees the goods/services (e.g., one year from the delivery date).

- **Remedy for Defects:** Outline the vendor's obligations if goods/services do not meet the agreed standards, including repair, replacement, or refund.

- **Liability Limitation:**

- **Caps on Liability:** Define any limits on the vendor's liability for damages (e.g., limited to the contract's total value).

- **Exclusions:** Specify any damages or losses for which the vendor will not be held liable (e.g., indirect, incidental, or consequential).

- **Indemnification:**

- The vendor agrees to indemnify and hold harmless the client against any claims, damages, or losses arising from the vendor's negligence or breach of contract.

- The client agrees to indemnify and hold harmless the vendor against any claims, damages, or losses arising from the client's negligence or breach of contract.

5. Confidentiality and Non-Disclosure

- **Confidential Information:**

- Define what constitutes confidential information and how it will be protected.

- Both parties agree not to disclose confidential information to any third party without written consent.

- **Non-Disclosure Period:**

- Specify the duration for which confidentiality must be maintained after the termination of the agreement (e.g., two years).

6. Intellectual Property

- **Ownership of Work:**

- Clarify who will own the intellectual property rights to any work created under this agreement (e.g., client, vendor, or shared ownership).

- **License to Use:**

- If applicable, grant the vendor a license to use the client's intellectual property solely to fulfill this agreement.

7. Termination

- **Termination for Convenience:**

- Specify the conditions under which either party can terminate the agreement for convenience, including required notice periods (e.g., 30 days written notice).

- **Termination for Cause:**
 - Define the circumstances under which the agreement can be terminated for cause (e.g., breach of contract, failure to deliver, non-payment).
 - Outline the process for addressing a breach, including any opportunity to cure before termination.
- **Effects of Termination:**
 - Describe the responsibilities of both parties upon termination, such as the return of property, final payments, and delivery of completed work.
- **Survival of Terms:**
 - Specify which terms of the agreement will continue to apply even after termination (e.g., confidentiality, intellectual property rights).

8. Dispute Resolution

- **Governing Law:**
 - Specify the jurisdiction and governing law that will apply to the agreement.
- **Mediation/Arbitration:**
 - Outline the dispute resolution process, including whether mediation or arbitration will be required before litigation.
- **Litigation:**
 - Specify the venue for any legal proceedings (e.g., a specific court or jurisdiction).

9. General Provisions

- **Force Majeure:**
 - Define the circumstances under which the parties will be excused from performing their obligations due to events beyond their control (e.g., natural disasters, strikes).
- **Amendments:**
 - Specify the process for amending the agreement, requiring mutual written consent from both parties.
- **Entire Agreement:**
 - State that this agreement constitutes the entire understanding between the parties and supersedes all prior agreements or representations.
- **Severability:**
 - Provide that if any part of the agreement is found invalid or unenforceable, the remaining provisions will remain in effect.

- Notices:
 - Outline how formal notices between the parties should be delivered (e.g., in writing, via email, certified mail).
- Assignment:
 - Specify whether either party may assign their rights or obligations to a third party under the agreement.
- Counterparts:
 - State that the agreement may be executed in counterparts, each of which will be considered an original.

10. Signatures

- Vendor's Signature:
 - Signature: _____
 - Name: [Vendor's Name]
 - Date: _____
- Client's Signature:
 - Signature: _____
 - Name: [Client's Name]
 - Date: _____