This template is offered **AS IS, WITH ALL FAULTS**; don’t rely on it as a substitute for advice from licensed legal counsel. (The author is a lawyer, but I’m not *your* lawyer unless I’ve explicitly agreed so in writing.)

|  |  |
| --- | --- |
| Title of this Agreement: | **FILL IN[[1]](#footnote-2)** |
| Full legal name of FIRST party & other details: | **ABC Corporation (“ABC” or “Supplier”)**  x  a NEW YORK? corporation      a DELAWARE? limited liability company      a resident of HARRIS? County, TEXAS  Location of principal place of business: [[2]](#footnote-3) FILL IN  Initial address for notice: FILL IN |
| Full legal name of SECOND party & other details: | **XYZ LLC (“XYZ” or “Customer”)**       a NEW YORK? corporation  x  a DELAWARE? limited liability company      a resident of HARRIS? County, TEXAS  Location of principal place of business: FILL IN  Initial address for notice: FILL IN |
| Effective date of this Agreement: | The last date signed[[3]](#footnote-4) |

# First heading – use Word’s “Heading 1” style (and it’s not numbered)

1. **Subheadings**: Note the use of a bold-faced subheading.
2. Here’s another paragraph.
3. Not every paragraph will need a subheading.
4. **Paragraph length:** *Keep the paragraphs short*.
5. **Paragraph subject***:* Don’t cover more than one subject in a single paragraph — it makes life difficult on reviewers and thus delays getting to signature.

# Second (unnumbered) heading – also uses Heading 1 style

1. **Continuation of paragraph numbering:** Notice how the paragraph numbering continues from the previous “section”; this makes life simpler on both drafters and reviewers.

|  |  |
| --- | --- |
| **AGREED: ABC, by:** | **AGREED: XYZ, by:** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed name  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date signed | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed name  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date signed |

1. A few possible titles: • Confidentiality Agreement • Nondisclosure Agreement • Letter of Intent • Services Agreement • Consulting Services Agreement • Master Purchase Agreement • Master Services Agreement • Referral Agreement • Resale Agreement • Software License Agreement [↑](#footnote-ref-2)
2. This helps establish where jurisdiction and venue would be proper for legal proceedings. [↑](#footnote-ref-3)
3. **Caution:** Backdating a contract for deceptive purposes can lead to criminal prosecution and imprisonment; see [LINK]. [↑](#footnote-ref-4)