This template is offered **AS IS, WITH ALL FAULTS**; don’t rely on it as a substitute for advice from licensed legal counsel. **[DELETE THIS GRAY-SHADED PARAGRAPH WHEN USING]**

|  |  |
| --- | --- |
| Title of this Agreement: | **FILL IN[[1]](#footnote-2)** |
| Full legal name of FIRST party & other details: | **ABC Corporation (“ABC” or “Supplier”),** a [New York?] [corporation? limited liability company? individual residing in 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? limited liability company? individual residing in 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) |

***The terms and conditions after the following signature blocks are part of this Agreement.***

|  |  |
| --- | --- |
| **AGREED: ABC, by:**  | **AGREED: XYZ, by:** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date signed | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date signed |

# First section heading – use Word’s “Heading 1” style

* 1. This paragraph uses Word’s Clause-01 style, [[4]](#footnote-5) so named so that it will sort alphabetically in the Word “Styles” list. NOTE that there’s no bolded subheading (because not every paragraph will need a subheading). **Note the numbering** with “01” as the first “subnumber.”
	2. Lorem ipsum[[5]](#footnote-6) dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua.
		1. Clause-sub-a style: Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat.
		2. And another Clause-sub-a paragraph.
			1. Now, a Clause-sub-one paragraph — the style is named “Clause-sub-one” so that in the Microsoft Word’s Styles list it’s sorted alphabetically after Clause-sub-a.
			2. And another Clause-sub-one paragraph.
				1. Finally, a Clause-sub-z style paragraph — but this is really too deep ….
	3. **Subheadings**: Note the use of bold-faced text for the subheading of this paragraph.
	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 section heading – also uses Heading 1 style

* 1. **Here’s a Clause-01 style paragraph again, with a bold subheading.** Notice how the paragraph numbering restarts from the previous “section”; this makes life simpler on both drafters and reviewers.
	2. And another paragraph.

**ADDITIONAL NOTES** (delete when using this template):

1. **Running header on every page:** Be sure to update the date and time in the running header BY HAND (not with a Word field that automatically updates). **This is important if the parties** will be signing and exchanging just the signature pages by email — otherwise there could be disagreement about whether the parties signed the same version of the agreement.
2. **Running footer on every page:** Note that the parties and agreement title are shown on every page, along with “PAGE X OF Y,” in 9-point type. The “PAGE X OF Y” is to help future readers (e.g., judges) confirm that a particular page did in fact come from the signed document.
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 [TO DO: LINK]. [↑](#footnote-ref-4)
4. **Caution:** I’ve found Microsoft Word’s paragraph numbering to be less than reliable, so be sure to proofread. [↑](#footnote-ref-5)
5. “Lorem ipsum ….” has long been used as placeholder text by printers and typesetters. [↑](#footnote-ref-6)