

LETTER OF AGREEMENT

Location: _____ Date: _____

Parties:

This Letter of Agreement (the "Agreement") is entered into by and between:

Party A (Name): _____

Address: _____

Contact Information: _____

and

Party B (Name): _____

Address: _____

Contact Information: _____

Recitals:

WHEREAS, the Parties wish to record their mutual understanding and agreement in connection with the matters described below; and WHEREAS, this Letter of Agreement sets forth the terms and conditions agreed upon by the Parties.

Agreement Terms:

1. Purpose and Scope

The Parties agree to the terms set forth herein to govern their relationship and responsibilities with respect to the subject matter described in this Agreement. This Agreement constitutes a legally binding obligation enforceable under the laws of Canada.

2. Obligations of Party A

Party A shall perform its obligations as described in this Agreement and any attached schedules or exhibits, to the best of its ability, and in compliance with applicable laws and regulations.

3. Obligations of Party B

Party B shall perform its obligations as described in this Agreement and any attached schedules or exhibits, to the best of its ability, and in compliance with applicable laws and regulations.

4. Term and Termination

This Agreement shall remain in full force and effect until terminated by mutual written consent of the Parties, or by either Party providing written notice in accordance with the notice provisions herein.

5. Confidentiality

Each Party agrees to keep confidential and not disclose any confidential information obtained during the course of this Agreement to any third party except as required by law or as mutually agreed in writing.

6. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Canada and the applicable province or territory where the Agreement is executed. The Parties agree to submit to the exclusive jurisdiction of the courts located therein.

7. Dispute Resolution

In the event of any dispute arising out of or in connection with this Agreement, the Parties shall first attempt to resolve the matter amicably through negotiation. If unresolved, the Parties agree to mediation prior to pursuing any other legal remedies.

8. Entire Agreement

This Agreement, including any attachments or schedules, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, understandings, or agreements, whether written or oral.

9. Amendments

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

10. Notices

All notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by nationally recognized overnight courier, or sent by registered mail to the addresses set forth above or such other address as either Party may designate by notice.

11. Assignment

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

12. Waiver

No failure or delay by either Party in exercising any right or remedy shall operate as a waiver thereof.

13. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

14. 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.

15. Independent Legal Advice

Each Party acknowledges that it has had the opportunity to seek independent legal advice with respect to this Agreement and enters into it voluntarily and with full understanding of its terms.

16. Compliance with Laws

Each Party agrees to comply with all applicable laws, regulations, and rules in the performance of its obligations under this Agreement.

17. Force Majeure

Neither Party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, government actions, or labor disputes.

18. Representations and Warranties

Each Party represents and warrants that it has full power and authority to enter into this Agreement and that its performance shall not violate any other agreement or obligation.

19. Liability and Indemnity

Except as expressly provided herein, neither Party shall be liable for indirect, incidental, special, consequential, or punitive damages. Each Party agrees to indemnify and hold harmless the other Party from any claims arising from breach of this Agreement.

20. Signatures

This Agreement shall be signed by authorized representatives of both Parties, and such signatures may be delivered electronically and remain legally binding.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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