

Integration; Entire Agreement

The parties intend for the terms contained in this written contract to be the final expression of their agreement with respect to these terms. The parties also intend for this written contract to be the complete and exclusive statement of the terms of this agreement. No other agreements of any kind exist between the parties.

OR

This contract is not intended to supercede or negate the existence of a separate contract of this date ...

Force Majeure. Except as otherwise provided in this contract, a party shall not be liable for nonperformance or delay in performance (other than of obligations regarding payment of money or confidentiality) caused by any event reasonably beyond the control of such party, including but not limited to the following: war, hostility, revolution, riot, civil commotion, or national emergency; strike, lockout, or boycott; unavailability or shortage of material, supplies or labor; blackout, brownout or other disruption of power or communications; epidemic, fire, hurricane, tropical storm, named storm, tornado, flood, earthquake, natural disaster, force of nature, explosion, embargo, or Act of God; or any law, proclamation, regulation, ordinance, or other act or order of any court, government or governmental agency. If either party desires to invoke these force majeure provisions, then it shall notify the other party in writing of the circumstances constituting the force majeure and of the obligations the performance of which is thereby delayed or prevented, and the party giving the notice shall thereupon be excused from the performance or timely performance of such obligations for as long as the force majeure circumstances continue. Until the party seeking relief resumes performance, the other party may suspend its own performance of this agreement. Force majeure also relieves the party seeking relief from damages, penalties and other contractual sanctions due to the nonperformance or delay resulting from force majeure. **Optional:** [Force majeure also extends the time for performance of the party invoking it by an amount of time equal to the amount of time that the force majeure circumstances continue. Notwithstanding the foregoing, if either party is excused the performance of any obligation for a continuous period of one hundred twenty (120) days under this paragraph, then either party may at any time thereafter, and provided that such performance or punctual performance is still excused, by written notice to the other terminate this agreement. If the agreement is so terminated, _____ shall immediately pay to _____ the entire remaining balance due on all invoices for _____.]

OR

Force Majeure – A party shall not be liable for nonperformance or delay in performance (other than of obligations regarding payment of money or confidentiality) caused by any event reasonably beyond the control of such party including, but not limited to wars, hostilities, revolutions, riots, civil commotion, national emergency, strikes, lockouts, unavailability of supplies, epidemics, fire, flood, earthquake, force of nature, explosion, embargo, or any other Act of God, or any law, proclamation, regulation, ordinance, or other act or order of any court, government or governmental agency.

OR

Force Majeure. Landlord and Tenant shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease when prevented from so doing by a cause or causes beyond Landlord's or Tenant's control, which shall include, but shall not be limited to, all labor disputes,

governmental regulations or controls, fire, storm, inclement weather or other casualty, inability to obtain any material or services, acts of God, or any other cause beyond the reasonable control of the party to be excused.

OR

Force majeure

13.1 A party is not liable for a failure to perform any of his obligations in so far as he proves:

- (a) that the failure was due to an impediment beyond his control, and
- (b) that he could not reasonably be expected to have taken into account the impediment and its effects upon his ability to perform at the time of the conclusion of the Contract, and
- (c) that he could not reasonably have avoided or overcome it or its effects.

13.2 A party seeking relief shall, as soon as practicable after the impediment and its effects upon his ability to perform become known to him, give notice to the other party of such impediment and its effects on his ability to perform. Notice shall also be given when the ground of relief ceases.

Failure to give either notice makes the party thus failing liable in damages for loss which otherwise could have been avoided.

13.3 Without prejudice to article 10.2, a ground of relief under this clause relieves the party failing to perform from liability in damages, from penalties and other contractual sanctions, except from the duty to pay interest on money owing as long as and to the extent that the ground subsists.

13.4 If the grounds of relief subsist for more than six months, either party shall be entitled to terminate the Contract with notice.

ADDENDUM TO CONTRACT

Seller: _____
Buyer: _____
Property: _____

The following Addendum is hereby made a part of and is specifically incorporated into the above-described Contract and is being signed simultaneously therewith:

- 1. _____ Paragraph ____ is amended to read as follows: _____.
- 2. **Addendum Controls.** This Addendum shall control over any conflicting provisions of the Contract.

Seller:

Witnesses

Buyer:

Witnesses

a Florida corporation

By: _____

Title: _____

By: _____

Title: _____

AMENDMENT TO CONTRACT

AGREEMENT made this ____ day of _____, 20____, between
_____ (“_____”) and
_____ (“_____”).

WHEREAS, the parties entered into that certain Contract dated _____, 20____,
regarding _____ (“Contract”);

WHEREAS, the parties desire to amend the Contract; and

WHEREAS, _____;

NOW THEREFORE, in consideration of their mutual promises made herein, and for
other good and valuable consideration, receipt of which is hereby acknowledged, the
parties, intending to be legally bound, hereby agree that the Contract is amended as follows:

1. **Recitals.** The parties agree that the foregoing recitals are true and correct and are incorporated herein by reference.
2. _____. Paragraph ____ is amended to read as follows: _____.
3. _____
4. **Miscellaneous.** In all other respects, the Contract shall remain the same as it existed before this Amendment. This Amendment shall control over any conflicting provisions of the Contract as it existed before this Amendment.

IN WITNESS WHEREOF, the parties have signed this agreement as of the day and year first above written.

a Florida corporation

By: _____

Title: _____

Witnesses

By: _____

Title: _____

Witnesses

ASSIGNMENT OF CONTRACT

AGREEMENT made this ____ day of _____, 20____, between _____ (“Assignor”), _____ (“Assignee”), and _____ (“Other Party”).

WHEREAS, Assignor and Other Party entered into that certain Contract dated _____, 20____, regarding _____ (“Contract”);

WHEREAS, the Assignor desires to assign the Contract to Assignee, Assignee desires to assume the Contract, and Other Party is willing to consent to the assignment and release of Assignor; and

WHEREAS, _____;

NOW THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Recitals.** The parties agree that the foregoing recitals are true and correct and are incorporated herein by reference.
2. **Assignment.** Assignor hereby assigns, transfers and delivers to Assignee all of Assignor’s right, title and interest in and to the Contract effective immediately.
3. **Assumption.** Assignee hereby accepts the foregoing assignment and assumes all of the obligations of Assignor under the Contract.
4. **Consent and Release.** Other Party hereby consents to the foregoing assignment and hereby releases Assignor from all duties, obligations and liability under the Contract.
5. _____
6. **Miscellaneous.** In all other respects, the Contract shall remain the same as it existed before this Amendment. This Amendment shall control over any conflicting provisions of the Contract as it existed before this Amendment.

IN WITNESS WHEREOF, the parties have signed this agreement as of the day and year first above written.

a Florida corporation

By: _____

Title: _____

Witnesses

By: _____

Title: _____

Witnesses

CONTRACT

AGREEMENT made this ____ day of _____, 20____, between

_____ (“_____”) and
_____ (“_____”).

WHEREAS, _____;
WHEREAS, _____; and
WHEREAS, _____;

NOW THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Recitals.** The parties agree that the foregoing recitals are true and correct and are incorporated herein by reference.
2. _____.
3. **Miscellaneous.** Time is of the essence of this agreement. This agreement is made in the State of Florida and shall be governed by Florida law. This is the entire agreement between the parties, supersedes all prior discussions, and may not be modified or amended except by a written document signed by the party against whom enforcement is sought. This agreement may be signed in several counterparts, all of which together shall constitute one agreement even though all parties have not signed the same counterpart. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this agreement. Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires. The prevailing party in any litigation or arbitration relating to this agreement shall be entitled to recover its reasonable attorneys fees from the other party for all matters, including but not limited to appeals. Pinellas County, Florida, shall be proper venue for any litigation involving this agreement. This agreement may not be assigned or delegated by either party without the prior written consent of the other party. The terms and provisions of this agreement may be enforced by temporary and permanent injunction, specific performance, and damages (to the extent, if at all, that damages are ascertainable; including but not limited to compensatory, incidental, consequential, punitive, exemplary, and lost-profits damages), in addition to any other remedies for breach hereof. Irreparable harm and lack of adequate remedy at law shall be conclusively presumed without the need for specific proof thereof, the parties agreeing that a purpose of this agreement is to safeguard _____’s favorable reputation as well as its rights and privileges.
4. **Alternate: Miscellaneous.** This transaction and agreement, and all prior transactions and agreements between the parties, were made in the State of Florida, and all payments under prior transactions were due and made in the State of Florida. This transaction and agreement shall be governed by the domestic law of the State of Florida, and Florida shall be the sole jurisdiction and venue for any litigation or proceeding relating to this transaction and agreement. This is the entire agreement between the parties, supersedes all prior discussions, and may not be modified or amended except by a written document signed by the party against whom enforcement is sought. This agreement may be signed in several counterparts, all of

TERMINATION OF CONTRACT

AGREEMENT made this ____ day of _____, 20____, between _____ (“_____”) and _____ (“_____”).

WHEREAS, the parties entered into that certain Contract dated _____, 20____, regarding _____ (“Contract”);

WHEREAS, the parties desire to terminate the Contract; and

WHEREAS, _____;

NOW THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree that the Contract is terminated as of _____, 20____.

IN WITNESS WHEREOF, the parties have signed this agreement as of the day and year first above written.

a Florida corporation

By: _____

Title: _____

Witnesses

By: _____

Title: _____

Witnesses

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ as _____ of _____, a Florida corporation.

Notary Public-State of Florida: sign _____

print _____
Personally Known ____; OR Produced Identification ____
Type of Identification Produced: _____ Affix Seal Below:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____.

Notary Public-State of Florida: sign _____
print _____

Personally Known ____; OR Produced Identification ____
Type of Identification Produced: _____ Affix Seal Below:

[To: be sure]
[Subject: case info]

August 23, 2012
John D. Smith,

Sam Lawyer
Enclosure

[Firm, address, phones, fax, email, web]

[If to client or otherwise within attorney-client or work product privilege: This email is protected by the attorney-client privilege and the work product privilege and should not be forwarded or disclosed to anyone else.]

[If to others: This email is intended only for the addressee named in the body of this email. Reading, forwarding, printing, using, or copying by anyone else is strictly prohibited. Florida law governs.]

[Letterhead with firm/office name, address, phones, emails, and webs]

August 23, 2012

John D. Smith
100 Main Street
St. Petersburg, FL 33701

By U.S. Mail
And by email to john@_____

Re: Bates v. ABC, Pinellas County Circuit Civil # _____

Dear Mr. Smith:

Very truly yours,

Sam Lawyer

Enclosure

cc: Mary Jones

**NON-BINDING LETTER OF INTENT
FOR POSSIBLE CONTRACT FOR SALE OF LAND**

Possible Seller: _____

Possible Buyer: _____

Date: _____, 20____

This is a non-binding letter of intent that contains provisions that are being discussed for a possible purchase of land described below from the possible Seller named above to the possible Buyer named above. This is not a contract. This is not a legally binding agreement. This is not an offer the acceptance of which could create a contract. This is merely an outline of possible terms and provisions for discussion purposes only. This is being signed in order to enable the parties to continue their negotiations toward a legally binding signed written contract. This letter of intent is confidential and shall not be disclosed to anyone other than Possible Seller and Possible Buyer and their employees, attorneys and accountants and the possible lenders of the Possible Buyer. The terms of the transaction being discussed are as follows, but these terms (and the possible sale itself) are not binding unless and until they are set forth in a written contract signed by Possible Seller and Possible Buyer:

- Price:
- Payment:
- Land:
- Closing:
- Closing costs:
- Financing:
- Inspection:
- Condition of Land:
- Conveyance:
- Title insurance:
- Survey:
- Affidavit:
- No brokers:
- Option:
- Right of first refusal:

Possible Seller: _____

Possible Buyer: _____

IN THE CIRCUIT COURT FOR _____ COUNTY, FLORIDA
_____ DIVISION
UNIFORM CASE NUMBER: _____
LOCAL REFERENCE NUMBER: _____

_____, Plaintiff,

v.

_____, Defendant

_____/

ORDER _____

This cause came before the Court upon _____'s Motion for _____, and the Court having heard argument of counsel, having examined the pleadings and papers filed herein, being duly advised in the premises, and finding that _____, it is

ORDERED AND ADJUDGED that _____.

DONE AND ORDERED in _____ County, Florida, on _____, 20____.

Circuit Court Judge

Copies furnished to:

