

**CONTRACT FOR \_\_\_\_\_**

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, a Florida \_\_\_\_\_ (“\_\_\_\_\_”), and \_\_\_\_\_, a Florida \_\_\_\_\_ (“\_\_\_\_\_”).

Whereas, \_\_\_\_\_;

Whereas, \_\_\_\_\_; and

Whereas, \_\_\_\_\_;

**NOW THEREFORE**, in consideration of their mutual promises made herein, 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. **Heading.** \_\_\_\_\_
3. **Heading.** \_\_\_\_\_
4. **Heading.** \_\_\_\_\_
5. **Heading.** \_\_\_\_\_
6. **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.
7. **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 which together shall constitute one agreement even though all parties have not signed the same counterpart. A PDF or TIFF image of this agreement showing that it has been signed by a party shall be sufficient evidence of the signing of this document. This signed agreement may be transmitted by email, fax or other form of electronic delivery without delivery of the paper document. 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. Each party shall pay its own attorneys fees for preparing and reviewing this agreement. This agreement may not be assigned or delegated by either party without the prior written consent of the other party.

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

Witnesses:

\_\_\_\_\_,  
a Florida \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: as its \_\_\_\_\_

Witnesses:

\_\_\_\_\_,  
a Florida \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: as its \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, by means of (check one) \_\_\_  
physical presence or \_\_\_ online notarization, 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 PINELLAS

The foregoing instrument was acknowledged before me, by means of (check one) \_\_\_  
physical presence or \_\_\_ online notarization, 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: