

# SOUL CONTRACT TEMPLATE

Location: \_\_\_\_\_ Parties: \_\_\_\_\_

## Party One Information:

Full Legal Name: \_\_\_\_\_

Government Issued ID Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Email: \_\_\_\_\_

## Party Two Information:

Full Legal Name: \_\_\_\_\_

Government Issued ID Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Email: \_\_\_\_\_

## Contract Purpose and Consideration:

Purpose of Agreement: \_\_\_\_\_

Consideration Amount (USD): \_\_\_\_\_ USD

## Clause 1 – Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings set forth herein. All references to persons include their heirs, successors, and assigns. The term “Agreement” means this contract and all its attachments.

## Clause 2 – Contract Formation

This Agreement constitutes the entire understanding and agreement between the parties concerning its subject matter and supersedes all prior proposals, negotiations, representations, or agreements, whether written or oral.

## Clause 3 – Obligations of Party One

Party One agrees to perform all duties and responsibilities as outlined in this Agreement in a timely, professional, and lawful manner, in compliance with all applicable federal, state, and local laws.

## Clause 4 – Obligations of Party Two

Party Two agrees to fulfill all obligations, payments, and duties as defined herein and to cooperate with Party One to facilitate the successful execution of this Agreement.

## Clause 5 – Payment Terms

Payment shall be made as specified within this Agreement. Unless otherwise stated, all payments must be made in United States Dollars (USD). Late payments shall incur interest at the maximum rate permitted by law.

## Clause 6 – Confidentiality

Each party agrees to maintain the confidentiality of proprietary or sensitive information disclosed during the performance of this Agreement and shall not disclose such information to any third parties without prior written consent, except as required by law.

#### **Clause 7 – Representations and Warranties**

Each party represents and warrants that it has full authority to enter into this Agreement and that its obligations hereunder do not violate any other agreement, law, or regulation.

#### **Clause 8 – Indemnification**

Each party shall indemnify, defend, and hold harmless the other party, its affiliates, and their respective officers, directors, employees, and agents from and against any claims, damages, liabilities, costs, and expenses arising out of or related to any breach of this Agreement or the negligence or willful misconduct of the indemnifying party.

#### **Clause 9 – Limitation of Liability**

Neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement, even if advised of the possibility of such damages.

#### **Clause 10 – Term and Termination**

This Agreement shall commence upon execution by both parties and shall continue until completion of the obligations or until terminated by either party upon thirty (30) days prior written notice. Termination shall not relieve either party from obligations incurred prior to termination.

#### **Clause 11 – 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, labor disputes, governmental actions, or natural disasters.

#### **Clause 12 – Dispute Resolution**

Any disputes arising out of or relating to this Agreement shall first be attempted to be resolved through good faith negotiations between the parties. If unresolved, disputes shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association.

#### **Clause 13 – Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of laws principles. The parties consent to exclusive jurisdiction and venue in the federal or state courts located in \_\_\_\_\_ County, \_\_\_\_\_.

#### **Clause 14 – Notices**

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means with confirmation of receipt, to the addresses provided herein or subsequently designated in writing.

#### **Clause 15 – Amendments and Waivers**

No amendment or waiver of any provision of this Agreement shall be effective unless in writing signed by both parties. No failure or delay in exercising any right shall operate as a waiver of that right.

#### **Clause 16 – Severability**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced with a valid provision that most closely reflects the parties' original intent.

#### **Clause 17 – Assignment**

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except to a successor entity in the event of a merger or sale of substantially all assets.

**Clause 18 – Counterparts; Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures delivered by electronic means (including PDF) shall be deemed valid and binding.

**Clause 19 – Relationship of Parties**

Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties, and neither party shall have authority to bind or obligate the other.

**Clause 20 – Entire Agreement**

This Agreement, including all attachments and exhibits, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, and negotiations, whether written or oral, relating to the subject matter hereof.

**PARTY ONE SIGNATURE**

**PARTY TWO SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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