

CREATE LETTER IN AGREEMENT

Location: _____ Reference No.: _____

Sender Information:

Full Name / Company: _____

Tax ID / EIN / SSN: _____

Address: _____

Phone / Email: _____

Recipient Information:

Full Name / Company: _____

Tax ID / EIN / SSN: _____

Address: _____

Phone / Email: _____

Subject:

Creation and submission of the letter in accordance with the terms and conditions set forth below.

Clause 1 – Purpose and Scope

The Sender hereby creates and delivers this Letter In to the Recipient to formally establish and confirm the terms under which goods, services, or obligations may be provided or undertaken. This Letter In shall serve as a binding and enforceable agreement between the parties.

Clause 2 – Definitions

All capitalized terms used herein shall have the meanings ascribed to them within this Letter In or as mutually agreed in writing by the parties.

Clause 3 – Obligations of the Sender

The Sender agrees to fulfill all commitments, deliverables, and responsibilities as outlined in this Letter In, in a timely, professional, and lawful manner, adhering to all applicable United States federal, state, and local laws.

Clause 4 – Obligations of the Recipient

The Recipient agrees to receive, evaluate, and act upon the Letter In in accordance with the terms herein, providing all necessary cooperation and communication to facilitate the purpose of this Letter In.

Clause 5 – Term and Termination

This Letter In shall be effective upon delivery and shall continue until all obligations are fully performed or until terminated by either party with written notice subject to any conditions specified herein.

Clause 6 – Representations and Warranties

Each party represents and warrants to the other that it has the full corporate or individual power, authority, and legal right to enter into and perform this Letter In and that the execution and delivery do not violate any other agreement or legal obligation.

Clause 7 – Confidentiality

Both parties agree to maintain strict confidentiality of all non-public information exchanged in connection with this Letter In and shall not disclose such information except as required by law or with prior written consent.

Clause 8 – Compliance with Laws

Each party shall comply with all applicable laws, statutes, regulations, and ordinances in connection with its obligations under this Letter In.

Clause 9 – Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, damages, liabilities, losses, and expenses arising out of or related to any breach of this Letter In or violation of applicable law.

Clause 10 – Limitation of Liability

Neither party shall be liable to the other for any consequential, incidental, indirect, special, or punitive damages arising out of or related to this Letter In, except as required by law.

Clause 11 – Governing Law and Jurisdiction

This Letter In shall be governed by and construed in accordance with the laws of the United States and the state where the Recipient is located. Any disputes arising shall be resolved exclusively in the federal or state courts located therein.

Clause 12 – Dispute Resolution

The parties agree first to attempt to resolve any disputes through good faith negotiations, followed by mediation, and if unresolved, through binding arbitration pursuant to the rules of the American Arbitration Association.

Clause 13 – Amendments

Any amendments or modifications to this Letter In must be made in writing and signed by authorized representatives of both parties.

Clause 14 – Notices

All notices required or permitted hereunder shall be delivered in writing by hand, nationally recognized overnight courier, certified mail return receipt requested, or electronic delivery capable of confirming receipt.

Clause 15 – Entire Agreement

This Letter In, including any attachments or exhibits, constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior and contemporaneous agreements, representations, and understandings.

Clause 16 – Severability

If any provision of this Letter In is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall be construed to give effect to the intent of the parties.

Clause 17 – Waiver

No waiver of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach or default.

Clause 18 – Counterparts and Electronic Signatures

This Letter In may be executed in counterparts and by electronic signature, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Clause 19 – Force Majeure

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

Clause 20 – Assignment

Neither party may assign or transfer its rights or obligations under this Letter In without the prior written consent of the other party, except to a successor in interest in connection with a merger or sale of substantially all assets.

SENDER'S SIGNATURE

RECIPIENT'S SIGNATURE

Signature: _____

Signature: _____

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