

LETTER OF ACKNOWLEDGEMENT

To: _____

This Letter of Acknowledgement (the “Letter”) is provided pursuant to the understanding between the undersigned parties as follows:

1. Acknowledgement of Receipt

The undersigned hereby acknowledges receipt of the documents, information, or items described herein and confirms that such receipt is complete and satisfactory.

2. Purpose

This Letter confirms that the recipient has received and reviewed the materials provided and acknowledges the obligations, responsibilities, or conditions associated therewith.

3. Representations and Warranties

The undersigned represents and warrants that they have the authority to execute this Letter and that all information provided is accurate and complete to the best of their knowledge.

4. Confidentiality

The recipient agrees to maintain in strict confidence all proprietary or confidential information received and to not disclose such information to any third party without prior written consent.

5. Governing Law

This Letter shall be governed by and construed in accordance with the laws of the United States and the applicable state law without regard to its conflict of laws principles.

6. No Waiver

No failure or delay by any party in exercising any right, power, or privilege under this Letter shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise.

7. Entire Agreement

This Letter constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral.

8. Binding Effect

This Letter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. Severability

If any provision of this Letter is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10. Execution

This Letter 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.

11. Notices

All notices required or permitted under this Letter shall be in writing and delivered by hand, certified mail, overnight

courier, or electronic transmission with confirmation.

12. Acknowledgement of Understanding

The undersigned acknowledges that they have read, understood, and agree to the terms and conditions set forth in this Letter.

13. Authorization

The undersigned represents that they have the necessary authority to enter into this Letter and bind the party on whose behalf they sign.

14. No Admission

This Letter shall not be construed as an admission of liability or wrongdoing by any party.

15. Interpretation

Headings herein are for convenience only and shall not affect the interpretation of this Letter.

16. Counterparts and Electronic Signatures

This Letter may be executed and delivered by electronic means and in counterparts, each of which shall be deemed an original.

17. Amendments

Any amendment or modification of this Letter must be in writing and signed by all parties to be effective.

18. Compliance with Laws

Each party agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with this Letter.

19. No Third-Party Beneficiaries

This Letter is intended solely for the benefit of the parties hereto and their respective successors and permitted assigns and does not confer any rights or benefits upon any other person.

20. Contact Information

For all matters related to this Letter, the following contact information shall be used for communication purposes.

Recipient Name:

Recipient Address:

Recipient Phone:

Recipient Email:

Sender Name:

Sender Address:

Sender Phone:

Sender Email:

RECIPIENT'S SIGNATURE

SENDER'S SIGNATURE

Signature: _____

Signature: _____

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