# PROFESSIONAL BUSINESS LETTER

Sender's Name or Company
Street Address
City, State ZIP Code
Phone Number
Email Address

Recipient's Name
Recipient's Title
Company Name
Street Address
City, State ZIP Code

**Subject:**
Business Proposal and Terms of Engagement

Dear [Recipient's Name],

I am writing to formally present a business proposal that outlines the terms and conditions under which we can engage in a mutually beneficial relationship. This letter sets forth the key points and obligations for both parties and is intended to serve as a basis for further negotiation and agreement.

The purpose of this proposal is to detail the scope of services, payment terms, timelines, confidentiality obligations, and other essential provisions necessary to ensure clarity and legal enforceability under United States law.

Please review the terms carefully and contact me at your earliest convenience to discuss any questions or modifications you may have. This proposal is intended to facilitate a transparent and professional collaboration.

**1. Scope of Services**

The services to be provided shall be detailed in a separate Statement of Work attached hereto. Both parties agree to perform their responsibilities diligently and in good faith.

**2. Payment Terms**

Compensation shall be made as specified in the attached payment schedule. All payments shall be made in United States dollars unless otherwise agreed in writing.

**3. Term and Termination**

This agreement shall commence upon acceptance and shall continue until completion of services or termination by either party upon 30 days written notice.

**4. Confidentiality**

Both parties agree to maintain the confidentiality of all proprietary information disclosed during the term of this

agreement and thereafter, subject to applicable laws and regulations.

**5. Intellectual Property**

All intellectual property developed during the course of this engagement shall be owned as specified in the separate Intellectual Property Agreement annexed hereto.

**6. Warranties and Representations**

Each party represents and warrants that it has the full power and authority to enter into this agreement and that its performance will not violate any other agreement.

**7. Limitation of Liability**

Neither party shall be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to this agreement.

**8. Indemnification**

Each party agrees to indemnify and hold harmless the other party from any claims, damages, liabilities, or expenses arising out of breach of this agreement or negligent acts.

**9. Governing Law and Venue**

This agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of law principles. The parties consent to exclusive jurisdiction of courts located in _____ County, _____.

**10. Entire Agreement**

This letter, together with any attachments, constitutes the entire understanding between the parties with respect to the subject matter herein and supersedes all prior discussions and agreements.

**11. Amendments**

Any amendments to this agreement must be made in writing and signed by authorized representatives of both parties.

**12. Severability**

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**13. Force Majeure**

Neither party shall be liable for delays or failures in performance due to causes beyond their reasonable control, including acts of God, government actions, or labor disputes.

**14. Notices**

All notices required or permitted under this agreement shall be in writing and delivered to the addresses provided above by hand, mail, courier, or electronic means with confirmation.

**15. Counterparts and Electronic Signatures**

This agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which constitute one instrument.

**16. Relationship of Parties**

Nothing contained herein shall be deemed to create a partnership, joint venture, or agency relationship between the parties.

**17. Compliance with Laws**

Both parties agree to comply with all applicable federal, state, and local laws and regulations in performance of their obligations.

**18. Dispute Resolution**

Any disputes arising out of this agreement shall be resolved first through good faith negotiation, and if unsuccessful, through binding arbitration in accordance with the rules of the American Arbitration Association.

**19. Waiver**

Failure to enforce any provision shall not be deemed a waiver of future enforcement of that or any other provision.

**20. Signatures**

By signing below, both parties acknowledge and agree to the terms and conditions set forth herein.

| SENDER'S SIGNATURE | RECIPIENT'S SIGNATURE |
|---|---|
| Signature: _____ | Signature: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

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