

# BARTER AGREEMENT

**I. THE PARTIES.** This Barter Agreement ("Agreement") made this \_\_\_\_\_, 20\_\_\_\_, made between the following:

**PARTY A:** \_\_\_\_\_ with a Street Address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_, ("Party A") and

**PARTY B:** \_\_\_\_\_ with a Street Address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_, ("Party B").

Party A and Party B shall collectively be known as the "Parties" and agree to exchange goods and/or services as agreed-upon below:

**II. THE OFFERING.** The Parties agree to exchange each other's goods and/or services for the monetary values (\$) described below:

Party A Offers: \_\_\_\_\_

With a monetary value (\$) of: \_\_\_\_\_

Party B Offers: \_\_\_\_\_

With a monetary value (\$) of: \_\_\_\_\_

Hereinafter known as the "Offerings" and each Party agrees to adhere to the above-mentioned monetary value for the Offerings as final. The monetary value of the Offerings has no connection to its fair market value.

**III. DELIVERY OF GOODS.** The delivery of the Offerings shall be: (check one)

- **On a Specific Date.** The Offerings shall be exchanged and delivered by each party on or before \_\_\_\_\_, 20\_\_\_\_.

- **For an Ongoing Arrangement.** The Offerings shall be exchanged for an ongoing arrangement until terminated by either of the Parties. If any of the Parties shall terminate this Agreement, any outstanding Offerings shall remain owed. Termination of this Agreement must be done in writing and to the mailing address mentioned in Section I.

**IV. GOVERNING LAW.** The Parties agree that this Agreement shall be governed under the laws located in the State of \_\_\_\_\_.

**V. EXCHANGE OF GOODS.** The Parties agree to deliver the Offerings on the agreed-upon timeframe mentioned in Section III. Any changes must be agreed to, in writing, by both Parties. Party A and Party B represents that they both freely and legally entered into this Agreement.

**VI. RIGHTS TO OFFERINGS.** Each party represents the following:

- a.) **Goods.** If goods are exchanged in the Offerings by either of the Parties, that the they can be transferred legally and are free of any liabilities or encumbrances. In addition, such goods shall be able to be resold at a later time.



b.) **Services.** If services are exchanged in the Offerings by either of the Parties, that the service being provided can legally be carried out under Local, State, and Federal law. Furthermore, such services shall be considered complete when it has been deemed acceptable by the receiving party in accordance with industry standards.

**VII. HOLD HARMLESS.** The Parties shall indemnify each other including its officers, agents, assigns, contractors, subcontractors, and employees, from and against any and all claims, demands, suits, losses, liabilities, and costs including attorneys' fees arising out of any alleged breach of this Agreement.

**VIII. ADDITIONAL TERMS & CONDITIONS.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IX. SEVERABILITY.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**X. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

**Party A Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_

**Party B Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_