

# BARTER AGREEMENT

## ***Parties***

The Offeree and the Offeror, defined below, and sometimes referred to in this document as "Parties", intend to enter into this legally binding Bartering Contract, hereafter sometimes referred to as "Agreement", on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, sometimes referred to in this document as "Effective Date."

The party consisting of \_\_\_\_\_ [Offeree], with principal place of business \_\_\_\_\_, with representative or officer \_\_\_\_\_, with phone number \_\_\_\_\_ and email address or other contact information: \_\_\_\_\_

Shall be known within this Agreement as "Offeree," and is the party receiving initially offered items in exchange for the offer of items "Offered in exchange."

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The party consisting of \_\_\_\_\_ [full name], with address of residence \_\_\_\_\_, with phone number \_\_\_\_\_ and email address or other contact information: \_\_\_\_\_

Shall be known within this Agreement as "Offeror," and is the party offering items "Initially Offered" beneficial to the other Party and receiving items "Offered in Exchange".

## ***Initially Offered***

[ ] Products \_\_\_\_\_

[ ] Services \_\_\_\_\_

[ ] Other \_\_\_\_\_

## ***Offered in Exchange***

[ ] Products \_\_\_\_\_

[ ] Services \_\_\_\_\_

[ ] Other \_\_\_\_\_

## ***Term***

The Contract will be Offered starting on this "Offer Date" of the \_\_\_\_\_ th/rd of \_\_\_\_\_, 20 \_\_\_\_, and continue its availability of acceptance until the "Expiration Date" of the \_\_\_\_\_ th/rd of \_\_\_\_\_, 20 \_\_\_\_, and come into effect on the "Effective Date," stated as the time this contract is signed by the Offeree, in the section titled "Acceptance".

### ***Possession and Delivery***

On the Effective Date of this agreement, the goods are in possession as follows:

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Goods or services shall be delivered with the following methods, and by the dates stipulated below:

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### ***Capacity***

Parties agree that they are of legal age (18 years old as of the Effective Date) to enter into and execute a legally binding contract, and that no laws, regulations, prior or currently in-effect contracts or other legal agreements prohibit entering into this Agreement.

### ***Full Knowledge And Understanding***

The Parties acknowledge that by signing this agreement, they form a legally binding contract which stipulates that each party has read and understands fully all clauses within this agreement. To foster complete understanding, all reasonable measures are taken:

### ***Time to Review***

This agreement, signed by the Offeror on the Date indicated by the signature, shall remain ready to sign by the other Party, without changes, for a Review Period of \_\_\_\_\_ [time period] after the Offer Date, for the Offeree to have time to fully consider the contract. During this time, it is encouraged for the Offeree to seek legal advice and fully read and understand the contract, as well as all rights and privileges that are available to the Offeree in the absence of this Agreement.

During the Review Period, the Offeree may Accept this Agreement by signing and returning a copy of the duly signed Agreement to the Offeror, either through paper or electronic means.

### ***Expiration***

After \_\_\_\_\_ of the Review Period, if Acceptance is not received by the Offeror, this Agreement will automatically be considered voided.

### ***Dispute Resolution***

The venue for any disputes relating to or arising from the Agreement will be in the local jurisdiction where the Contract is created. When a legal action arises from the agreement, the prevailing party shall be awarded reasonable attorney fees and court costs from the non-prevailing party.

If a dispute arises from this agreement and parties are unable to resolve their dispute, then both parties hereby agree to seek mediation prior to filing a lawsuit. Mediator(s) should be a neutral third party which is mutually agreed upon and chosen between both parties.

If either party initiates a lawsuit without attending mediation, then that party shall not be entitled to recovering attorney fees and court costs even when otherwise entitled parties agreed to seek first mediation as a solution for any disputes.

If both parties attend mediation and are unsuccessful in reaching a mutually agreeable resolution, then both parties agree to attend legally binding arbitration. In this case, the arbitrator shall be mutually agreed upon by both parties and be experienced in residential real estate law and shall include a written record of the arbitration hearing. By initialing the spaces provided in both parties agree to attend arbitration if mediation is not successful. If both parties elect this arbitration clause and one party initiates a lawsuit without attending arbitration, then that party shall not be entitled to recovering attorney's fees and court costs even when otherwise entitled.

INITIALS \_\_\_\_\_ [Offeror] \_\_\_\_\_ [Offeree]

### ***Assignment***

This Contract cannot be re-assigned without consent from all Parties. In the event of the dissolution or cessation of any entity's existence which was a Party to this Contract, the remaining party(ies) may terminate the contract and seek compensation or damages from the previous owners, parent organizations, investors, or other persons or Parties which have previously held ownership or control of the dissolved or ceased entity or its parents.

### ***No Warranty***

**Goods and Services Offered As-Is.** The goods are not subject to any warranty, standard, or certification of any kind by the Offeror or Offeree, except those warranties, standards, or certifications which are granted by Governing Law of this Contract.

### ***Governing Law***

This Agreement is subject to the law of \_\_\_\_\_, and specific statutes:  
\_\_\_\_\_.

Any terms, covenants, promises, and provisions, whether express or implied, are voided if contradicted by governing law. Parties are not obliged to comply with any terms that violate any Governing law or cause any illegal action. If any terms are voided due to governing law, this does not affect other terms of this agreement, and all other terms of the agreement within reason shall remain in full effect.

