**FORCE MAJEURE AGREEMENT**

This Force Majeure Agreement (the “Agreement”) is made as of the date of execution on the signature page below by and between [COMPANY], (the “Company”), and [CLIENT] (the “Client”), with each having a place of business at the address indicated on the signature page below. Both the Company and the Client may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Company and the Client have previously signed an agreement on or around [DATE OF AGREEMENT] (the “Amended Agreement”);

WHEREAS, the Company and the Client have agreed that continuing the relationship subject to the addition of a force majure clause that will govern the relationship should an unforeseeable event occur that renders the services impracticably difficult or impossible.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the Parties agree as follows:

1. **FORCE MAJEURE.** Neither the Company nor the Client shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached the Amended Agreement, for any failure or delay in fulfilling or performing any term of the Amended Agreement (except for any obligations to make payments to the other Party), when and to the extent such Party’s (the “Impacted Party”) failure or delay is caused by or results from the following force majeure events (“Force Majeure Event(s)”): acts of God, flood, fire, earthquake, natural disaster, the present COVID-19 Pandemic, pandemic, epidemic, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, or explosion, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, law, or action, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials, or other similar events beyond the reasonable control of the Impacted Party.
2. **NOTICE PROCEDURE.** The Impacted Party shall: (i) give notice within seven (7) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue; (ii) use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized; and (iii) resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. Should the Impacted Party’s failure or delay remain uncured for a period of seven (7) days following written notice given by it under this Section, the other Party may thereafter terminate this Agreement upon written notice
3. **NO WAIVER.** No term of this Agreement may be waived, modified, or amended except by an instrument in writing signed by both of the Parties. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.
4. **GOVERNING LAW; VENUE***.* This Agreement shall be construed with and governed by the substantive laws of the State of [STATE]. Should any claim or controversy arise between the Parties under the terms of this Note or in furtherance of this Agreement, such claim or controversy shall be resolved only in the state or federal courts located in [COUNTY, STATE].
5. **NOTICES***.* All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service such as Federal Express, or by other messenger) or when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or by email, addressed as set forth below or as communicated by either Party after the execution of this Agreement:

Company

Name: [NAME]

Address: [ADDRESS]

Email Address: [EMAIL ADDRESS]

Client

Name: [NAME]

Address: [ADDRESS]

Email Address: [EMAIL ADDRESS]

IN WITNESS WHEREOF, the Parties have executed this Agreement in accordance with the dates as indicated below.

**[COMPANY]:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip

**CLIENT:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip