



LEGAL VENDOR AGREEMENT CHECKLIST DESIGN

Prosfactory | Pembroke Pines, FL 33028 | inquire@prosfactory.mail | 222 555 7777

Legal Vendor Agreement Checklist Design

Prepared by: [YOUR NAME]

Company: [YOUR COMPANY NAME]

Date: [DATE]

Vendor Identification

Task	Completed (✓)
Identify the legal names and addresses of both the vendor and the purchaser.	<input type="checkbox"/>
Confirm vendor's legal status (e.g., corporation, LLC, sole proprietorship)	<input type="checkbox"/>
Verify any business registration or licenses required for the vendor to operate legally.	<input type="checkbox"/>

Scope of Work

Task	Completed (✓)
Define the products or services the vendor will supply or provide	<input type="checkbox"/>
Specify any milestones, timelines, or deadlines for delivery of goods/services.	<input type="checkbox"/>
Outline the quality standards and specifications required for products or services.	<input type="checkbox"/>
Include any testing, inspection, or approval requirements for the products or services provided	<input type="checkbox"/>

Payment Terms

Task	Completed (✓)
Specify the total payment amount or pricing structure (e.g., flat fee, hourly rate, per unit)	<input type="checkbox"/>
Define the payment schedule (e.g., upfront, milestone payments, upon delivery)	<input type="checkbox"/>
Include accepted methods of payment (e.g., wire transfer, check, credit card)	<input type="checkbox"/>
Address any late fees or penalties for delayed payments.	<input type="checkbox"/>
Confirm whether taxes (e.g., sales tax, VAT) are included in the price or need to be added.	<input type="checkbox"/>

Delivery and Acceptance

Task	Completed (✓)
Set clear delivery terms, including delivery location and timeframes	<input type="checkbox"/>
Specify shipping or freight responsibilities, including who covers the cost.	<input type="checkbox"/>
Establish an inspection or acceptance process upon delivery of goods or services.	<input type="checkbox"/>
Define conditions for rejecting goods or services (e.g., defective, non-conforming)	<input type="checkbox"/>

Confidentiality and Data Protection

Task	Completed (✓)
Include confidentiality clauses to protect any proprietary or sensitive information shared with the vendor.	<input type="checkbox"/>
Outline data protection requirements if personal or sensitive data is exchanged.	<input type="checkbox"/>
Specify the vendor's responsibilities regarding data security and privacy compliance.	<input type="checkbox"/>
Include terms for the return or destruction of confidential information upon termination of the agreement.	<input type="checkbox"/>

Intellectual Property (IP)

Task	Completed (✓)
Specify ownership rights for any intellectual property created during the agreement.	<input type="checkbox"/>
Address the use of pre-existing intellectual property that the vendor or purchaser owns.	<input type="checkbox"/>
Include terms for the licensing of IP, if applicable, between the parties.	<input type="checkbox"/>

Indemnification and Liability

Task	Completed (✓)
Define the vendor's liability for damages, losses, or injuries arising from their work or products.	<input type="checkbox"/>
Specify indemnification provisions for holding the purchaser harmless from any third-party claims.	<input type="checkbox"/>
Clarify any insurance requirements (e.g., general liability insurance, professional liability insurance)	<input type="checkbox"/>

Term and Termination

Task	Completed (✓)
Specify the initial term of the agreement (e.g., one year, ongoing)	<input type="checkbox"/>
Outline conditions under which the agreement can be terminated by either party (e.g., breach, mutual agreement)	<input type="checkbox"/>
Address the notice period required for termination or cancellation of the agreement.	<input type="checkbox"/>
Include provisions for termination due to non-performance or breach of contract.	<input type="checkbox"/>

Dispute Resolution and Governing Law

Task	Completed (✓)
Define the process for resolving disputes (e.g., negotiation, mediation, arbitration)	<input type="checkbox"/>
Specify the governing law and jurisdiction that will apply in case of legal disputes.	<input type="checkbox"/>
Include any venue or location requirements for dispute resolution (e.g., specific state or city)	<input type="checkbox"/>

Vendor Performance and Compliance

Task	Completed (✓)
Establish performance standards or key performance indicators (KPIs) for the vendor.	<input type="checkbox"/>
Include provisions for performance reviews or audits to ensure compliance with the agreement.	<input type="checkbox"/>
Address the vendor's obligation to comply with all applicable laws, regulations, and industry standards.	<input type="checkbox"/>

Warranties and Guarantees

Task	Completed (✓)
Define any warranties or guarantees provided by the vendor for the products or services.	<input type="checkbox"/>
Specify the duration of the warranty and any conditions for claiming it.	<input type="checkbox"/>
Include remedies for defective or non-conforming goods or services (e.g., replacement, repair, refund)	<input type="checkbox"/>

Force Majeure

Task	Completed (✓)
Define force majeure events (e.g., natural disasters, pandemics, government actions) that may excuse performance delays.	<input type="checkbox"/>
Specify the vendor's obligations to notify the purchaser in the event of a force majeure occurrence.	<input type="checkbox"/>
Address the length of time a force majeure event can delay performance before either party can terminate the agreement.	<input type="checkbox"/>

Miscellaneous Provisions

Task	Completed (✓)
Include any additional clauses that are specific to the vendor's role or industry (e.g., subcontracting, exclusivity, branding)	<input type="checkbox"/>
Specify any penalties or liquidated damages for breach of contract.	<input type="checkbox"/>
Include a severability clause stating that if any part of the contract is invalid, the rest remains enforceable.	<input type="checkbox"/>
Address the possibility of assigning or transferring rights and obligations under the agreement.	<input type="checkbox"/>

Signing and Execution

Task	Completed (✓)
Provide space for both parties to sign and date the agreement	<input type="checkbox"/>
Ensure both parties have had the opportunity to review the agreement and seek legal advice.	<input type="checkbox"/>
Include a statement confirming that both parties agree to all the terms and conditions.	<input type="checkbox"/>
Retain signed copies of the agreement for future reference and enforcement.	<input type="checkbox"/>