



TRADE/BARTER AGREEMENT

Sample Agreement

Declaration

The content of this document is a MANDATORY as per any trade conducted via
Index Ladder services

Participating Parties Names:

[Email address]

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TRADE/BARTER AGREEMENT

PARTICIPATING PARTIES

The **Offeree (Host User)** and the **Offeror (Target User)**, defined below, and sometimes referred collectively to in this document as "Parties" and individually as "Party", intend to enter this legally binding TRADE/BARTER AGREEMENT, 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] (Host User)**, 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**" (**Host User**), and is the party receiving initially offered items in exchange for the offer of items "Offered in exchange."

The party consisting of _____ [full name], with address of residence at _____, with phone number _____ and email address or other contact information: _____@_____.

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

TERMS AND CONDITIONS

The Contract 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**".

1. Both parties agreed upon the fair market value of the product(s)/service(s) being offered to determine the associated cost.
2. In the absence of the fair market value of the product(s)/service(s), the participating parties mutually agreed upon the value, while acknowledge to have unambiguous understanding of the nature of exchange of agreement.
3. Both parties understand and agree full disclosure of exchange material, disclosure of any and all defects, defects, lack of accuracy, quantity, compromised functionality, degradation or depreciation, acceptance of all products, services and/or currency used for monetary trade by all entities that are

part of the exchange.

4. To ensure that the total exchange of goods is equitable and fair. As - party decides to provide additional goods / services or monetary compensation, any discrepancy in trade values is settled.
5. Neither party shall have any hold, claim, or due over the other once this contract has been completed. Both parties shall indemnify and hold harmless the other for (including, but not limited to) voiding the warranty, loss, theft, injury, and death caused by the bartered item(s).

A. INITIALLY OFFERED

- ☒ Products _____
- ☐ Services _____ Time Duration for Service delivery _____
- ☐ Products + Services _____ Time Duration for Service delivery _____
- ☐ Cash/Money _____

B. OFFERED IN EXCHANGE

- ☐ Products _____
- ☒ Services _____ Time Duration for Service delivery _____
- ☐ Products + Services _____ Time Duration for Service delivery _____
- ☐ Cash/Money _____

C. DIFFERENCE IN INITIALLY OFFERED VS OFFERED IN EXCHANGE

Both parties recognise and accept the difference in trade or exchange of **Initially Offered VS OFFERED in Exchange**, to the owing party.

- ☒ Products _____
- ☐ Services _____ Time Duration for Service delivery _____

☐ Products + Services _____ Time Duration for Service delivery _____

☐ Cash/Money _____

Aggregate Monetary Value of Offer = [fair market value of the product(s)/service(s)/cash/Money]

D. POSSESSION, EXCHANGE AND/OR DELIVERY

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

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

E. SCOPE OF EXCHANGE

Neither party shall have any hold, claim, or due over the other once this contract has been completed. Both parties shall indemnify and hold harmless the other for (including, but not limited to) voiding the warranty, loss, theft, injury, and death caused by the bartered item(s).

F. ORDER FULFILLMENT

Both trading parties have a binding order fulfillment duty, meaning once they agree on terms and conditions of the trade, they must comply with secure and complete delivery of the products and/or services in agreed upon constraint.

CAPACITY

Parties agree that they are of legal age (18 years old as of the Effective Date) to enter 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.

G. 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.

H. 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 subject to the geographic locations of the participating parties. 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

The Parties agree that this Agreement shall be governed by the State/Province and/or Country in which both Parties do business. In the event of Parties doing business in different States/Provinces and/or Countries, this Agreement shall be governed by _____ law.

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.

OFFER

IN WITNESS WHEREOF, on this _____ day of _____, 20__, (Execution Date) [Offeror] undersigned intending to be legally bound, have caused their duly authorized officers to execute and deliver this binding Contract, to any successors, executors, heirs, administrators, and assigns, between the Parties formed into a legal agreement under the Governing Law, Offered as of the day and year first written.

Offeror Signature

Full Name, Printed

Date

ACCEPTANCE

IN WITNESS WHEREOF, on this _____ day of _____, 20__, (Execution Date) [Offeree] undersigned intending to be legally bound, have caused their duly authorized officers to execute and deliver this binding Contract, to any successors, executors, heirs, administrators, and assigns, between the Parties formed into a legal agreement under the Governing Law, effective as of the day and year first written.

Offeree Signature

Full Name, Printed

Date