



The Calyx Pearl Center
Earth-Based Therapies
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(505) 379-3654

Barter Agreement (must be printed and signed by both parties)

Offeror (Person initiating barter offer)

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Email: _____

WHAT ARE YOU OFFERING FOR BARTER?

Describe goods and/or services (the "Bartered Goods"):

Fair Market Value of Bartered Goods: \$ _____

Condition (new or used): _____

Manufacturer: _____

Year: _____

Model/Serial #: _____

When/Where will the barter be exchanged? _____

If delivery is required, what is the delivery method? _____

Additional Terms (if any): _____

Offeree: The Calyx Pearl Center

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Email: _____

Describe goods and/or services (the "Bartered Goods"):

Fair Market Value of Bartered Goods: \$ _____

When/Where will the barter be exchanged? _____

2. THIS AGREEMENT is made this _____ day of 20____, for good and valuable consideration by and between ("Offeror") _____ and ("Offeree") _____, who jointly agree to be bound by the following terms and conditions when bartering products and/or services as outlined above (the "Bartered Goods").

This offer shall expire: 30 days from date of signatures

4. Terms and Conditions:

1. Offeror and Offeree each represent to the other that it will provide the Bartered Goods at the time provided above in the method of delivery provided above. Each party agrees to inform the other of anticipated fees before commencement of any exchange of goods and/or services.
2. Both parties attest that they are freely/legally entering into this agreement and will abide by its directives and requirements.

3. Both parties will assign a price to their Bartered Goods and adhere to the price as final. Both parties attest that the pricing for goods and/or services represents fair market value, to the best of their knowledge.
4. Both parties represent and warrant that the Bartered Goods offered for barter can legally be sold by them and their assigned agents or dealers and have full power to make this Agreement. They also represent and warrant that the goods and/or services do not infringe upon any statutory copyright or upon any common law rights, proprietary rights or any other rights whatsoever and that the Bartered Goods are free and clear of all encumbrances.
5. Each party shall indemnify, defend and hold harmless the other from and against any and all claims, demands, suits, losses, liabilities and costs, including attorneys fees arising out of any alleged breach of the foregoing warranties or any alleged violation of copyright or other property rights,
6. Both parties agree to adhere to the delivery schedule as set by the parties. They further agree to deliver goods and/or services in the condition set forth above.
7. Both parties attest that all information included on this contract is true, to the best of their knowledge.
8. If a party opts to terminate the barter arrangement, that party agrees to compensate the other party fairly for any goods and/or services provided to date of termination notice. The amount of compensation shall be the fair market value of the Bartered Good plus five percent (5%). In the event of a default of this Agreement, by not timely providing the Bartered Good, or the fair market value of the Bartered Goods within 14 days of the delivery date, time being of the essence, the non-defaulting party shall be entitled to damages calculated as the fair market value of the bartered good plus twenty five percent (25%), plus attorney fees and court costs incurred as liquidated damages.
9. The parties agree to cooperate with one another and to execute and deliver, or cause to be executed and delivered, to the other such additional instruments of conveyance and transfer and evidences of assumption as such party may reasonably request or as may be otherwise necessary or desirable to carry out the purposes of this Agreement.
10. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party.
11. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, representations and statements, whether oral, written, implied or expressed, relating to such subject matter.
12. This agreement shall be governed by the state law in which the agreement was executed. All parties agree to abide by all applicable laws at all times. IRS reporting requirements and regulations can be found at IRS.gov.
13. This Agreement cannot be changed orally, but only by instrument in writing, signed by both parties.

5. The parties have caused this Agreement to be duly executed.

Signature of the Offeror: _____

Date: _____

Signature of the Offeree: _____

Date: _____