



# PROPOSAL KIT SAMPLE

## SAMPLE CONTRACT PACK DOCUMENT

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<https://www.proposalkit.com/htm/business-proposal-writing-tips.htm>

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**Duration.** The Right of First Refusal between the parties shall be limited to <<Years>> years from the date on this Agreement.

**Exceptions** shall mean the transactions and transaction types that are exempt from the Right of First Refusal, unless otherwise agreed upon in writing by both parties.

**Notice of Acceptance or Refusal of Terms** shall mean the period of time that a response shall be required from the other party (“notice of sale”) for the potential business transaction governed by this Agreement.

**Limited Time Period to Close Transaction.** If the Receiving Party cannot complete the sale or transaction within <<Days>> days, then other party shall have full rights to pursue the business transaction, as defined in the notice of sale as they see fit.

**Disclosing Party** shall mean any party to this agreement who conveys, distributes, publishes or otherwise distributes Proprietary Information that is not available to the public to a Receiving Party.

**Receiving Party** shall mean any party to this agreement who receives information from a Disclosing Party.

### **The Right of First Refusal Agreements**

Both parties understand that each conducts commerce within the <<Insert Industry Parties are in Here>> industry, and that each of their respective customers may request services customarily provided by the other party. Both parties agree to offer to each other the Right of First Refusal for goods and services (“Primary Services”) provided by the other party.

1. <<Company>> is a provider of the following Primary Services: << Insert services, products and areas of operation within your marketplace >>; and other related services.

<<Company>> Initials \_\_\_\_\_ <<CustCompany>> Initials \_\_\_\_\_

2. <<CustCompany>> is a provider of the following Primary Services: << Insert services, products and areas of operation within your marketplace >>; and other related services.
3. Both parties currently engage in providing the following common goods and services << Insert common goods and services >>, to which neither party shall be considered to have Right of First Refusal on << Insert common goods and services included under this agreement >>, although both parties shall be free to offer the other << Insert acceptable goods and services >>.
4. Both parties agree that, should a project include products or services customarily provided by the other, that party shall have a Right of First Refusal (ROFR) to perform that work at their customary fees, pricing or other terms and conditions.
5. The parties shall be obligated to provide a timely acceptance or refusal of any work requested of the other, and agree that failure to respond within <<Days>> days shall be considered refusal of the work.

### **Mutual Non-Disclosure Agreements**

During the term of this Agreement, each party may have disclosed or may disclose information and trade secrets relating to their business (including, but without limitation, customer communications and customer lists, computer programs, technical drawings, graphics and media files, algorithms, scripts, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, customer and product development plans, forecasts, strategies, business practices and information), which to the extent previously, presently, or subsequently disclosed is hereinafter referred to as "Proprietary Information." "Proprietary Information" also includes proprietary or confidential information of any third party who may disclose such information to either party in the course of the either parties' business.

### **Agreements**

<<Company>> Initials \_\_\_\_\_ <<CustCompany>> Initials \_\_\_\_\_

In consideration of the parties' discussions and any access to Proprietary Information of either party, both parties make the following agreements:

- a) To hold all Proprietary Information disclosed by either party in the strictest of confidence and to take the same degree of care to protect such information as it does with its own Proprietary Information. No less than reasonable care shall be maintained by either party.
- b) Parties shall grant the use of Proprietary Information only

## DEMO CONTRACT

**This demo contract has been truncated. The complete 5 page editable version of this document is available in the Contract Pack template collections**

<https://www.proposalkit.com/htm/legal-contract-templates/general-work-order-contracts/right-of-first-refusal-with-non-disclosure-partnership-agreement.htm>

**Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project.**

This contract document is included in the [Proposal Kit Professional](#) and one or more [Contract Pack](#) products.

This sample has been truncated to only show the first part. The complete editable version of this contract is included in Proposal Kit Professional and Contract Pack products found at:

[ProposalKit.com/htm/proposal-software-products.htm](http://ProposalKit.com/htm/proposal-software-products.htm)

