

ACKNOWLEDGMENT OF RECEIPT

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This Acknowledgment of Receipt (this "Acknowledgment") is made as of [DATE] by [RECIPIENT LEGAL NAME], of [RECIPIENT ADDRESS] (the "Recipient"), in favor of [DELIVERING PARTY LEGAL NAME], of [DELIVERING PARTY ADDRESS] (the "Delivering Party"), to confirm the Recipient's receipt of the items, documents, funds, or property described below (the "Received Items").

The Recipient and the Delivering Party are each a "Party" and together the "Parties."

Recitals. The Delivering Party has delivered, and the Recipient has received, the Received Items. The Parties wish to create a written record confirming that delivery, the condition of the Received Items at delivery, and the limited purpose of this confirmation. In consideration of the mutual promises in this Acknowledgment, the Parties agree as follows.

1. The Parties and the Transaction

1.1 Recipient. The Recipient is the person or entity that has received the Received Items and is signing this Acknowledgment.

1.2 Delivering Party. The Delivering Party is the person or entity that delivered the Received Items to the Recipient.

1.3 Underlying matter. This Acknowledgment relates to [DESCRIBE THE UNDERLYING TRANSACTION OR RELATIONSHIP, e.g. "the equipment lease dated [DATE]," "the employment of the Recipient," "the settlement of claim no. [NUMBER]," or "the loan agreement dated [DATE]"] (the "Underlying Matter").

1.4 Capacity to sign. Each individual signing represents that they have the authority to sign this Acknowledgment on behalf of the Party for whom they sign.

2. Description of the Received Items

2.1 Items received. The Recipient acknowledges receiving the following: [DESCRIBE EACH ITEM — quantity, model, serial or VIN, document title, amount of funds, or attach Exhibit A with an itemized list].

2.2 Date and place of receipt. The Received Items were received on [DELIVERY DATE] at [DELIVERY LOCATION].

2.3 Method of delivery. Delivery was made by [e.g. hand delivery / courier / certified mail / electronic transfer / wire], reference number [TRACKING OR CONFIRMATION NUMBER, IF ANY].

2.4 Funds (if applicable). If the Received Items include funds, the amount received is [CURRENCY AND AMOUNT], paid by [CHECK / WIRE / CASH / ACH], reference [NUMBER].

3. Condition of the Received Items

3.1 Condition at receipt. The Recipient acknowledges that the Received Items were received in the following condition: **[NEW / USED — GOOD CONDITION / DAMAGED AS NOTED / NOT INSPECTED — SEE SECTION 3.3]**.

3.2 Exceptions and damage. The Recipient notes the following exceptions, shortages, or visible damage at the time of receipt: **[LIST EXCEPTIONS OR "NONE NOTED"]**. Items not listed here are presumed received complete and in good condition.

3.3 Inspection. The Recipient **[has / has not]** inspected the Received Items at the time of signing. If the Recipient has not inspected, this Acknowledgment confirms physical receipt only and not the quantity, quality, or condition of the contents.

3.4 Reservation of rights. Except as expressly stated, this Acknowledgment does not waive any right the Recipient may have to inspect, reject, return, or make a claim regarding the Received Items under the Underlying Matter or applicable law.

4. Purpose and Effect of This Acknowledgment

4.1 Limited purpose. This Acknowledgment confirms only that the Recipient received the Received Items as described. It is evidence of receipt and is not, by itself, an admission of liability, acceptance of any obligation, approval of quality, or agreement to any term of the Underlying Matter.

4.2 No modification of the Underlying Matter. This Acknowledgment does not amend, waive, or replace any term of the Underlying Matter, which continues in full force.

4.3 Acceptance (optional). If the Parties intend this Acknowledgment to also constitute acceptance of the Received Items, the following applies: **[STRIKE IF NOT APPLICABLE — "The Recipient accepts the Received Items as conforming to the requirements of the Underlying Matter, subject to the exceptions noted in Section 3.2."]**.

4.4 Risk of loss. Unless the Underlying Matter provides otherwise, risk of loss for the Received Items passes to the Recipient on the date of receipt stated in Section 2.2.

5. Representations of the Recipient

5.1 Accuracy. The Recipient represents that the statements in this Acknowledgment, including the description and condition of the Received Items, are true and accurate to the best of its knowledge as of the date of receipt.

5.2 No further items expected. Except as stated in **[EXHIBIT A / "the Underlying Matter"]**, the Recipient is not aware of additional items that were to be delivered with the Received Items but were not received, other than those noted in Section 3.2.

5.3 Authority to receive. The Recipient represents that it is authorized to receive the Received Items on behalf of any person or entity for which it acts.

6. Records, Confidentiality, and Notices

6.1 Records. Each Party may retain a signed copy of this Acknowledgment as a business record. A copy, including an electronic or scanned copy, has the same effect as an original.

6.2 Confidentiality. To the extent the Received Items or this Acknowledgment contain confidential information, each Party will handle that information in accordance with the Underlying Matter and applicable law.

6.3 **Notices.** Any notice relating to this Acknowledgment must be in writing and sent to the addresses above (or as updated in writing) and is effective on receipt.

7. General Provisions

7.1 **Governing law.** This Acknowledgment is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules.

7.2 **Entire understanding; amendment.** This Acknowledgment is the entire understanding of the Parties on its limited subject and may be amended only by a writing signed by both Parties.

7.3 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

7.4 **Counterparts and electronic signature.** This Acknowledgment may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one document.

7.5 **Headings.** Headings are for convenience only and do not affect interpretation.

IN WITNESS WHEREOF, the Recipient has executed this Acknowledgment of Receipt as of the date first written above. The Delivering Party signs below to confirm delivery.

| RECIPIENT | DELIVERING PARTY |
|-----------------------|-----------------------|
| Signature: _____ | Signature: _____ |
| Printed name: [NAME] | Printed name: [NAME] |
| Title: [TITLE OR N/A] | Title: [TITLE OR N/A] |
| Date: _____ | Date: _____ |

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