

WAIVER AND CONSENT

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This Waiver and Consent (this "**Waiver**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[WAIVING PARTY LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [WAIVING PARTY ADDRESS] (the "**Waiving Party**"); and

[REQUESTING PARTY LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [REQUESTING PARTY ADDRESS] (the "**Requesting Party**").

The Waiving Party and the Requesting Party are each a "**Party**" and together the "**Parties**."

Recitals. The Parties are parties to that certain [NAME OF GOVERNING AGREEMENT] dated [DATE] (the "**Agreement**"). The Requesting Party has requested that the Waiving Party (a) waive certain rights the Waiving Party holds under the Agreement and (b) consent to a specified action that would otherwise require the Waiving Party's consent or constitute a breach. The Waiving Party is willing to grant the waiver and consent on the limited terms set out below. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions and Background

1.1 Defined terms. Capitalized terms used but not defined in this Waiver have the meanings given to them in the Agreement.

1.2 The Triggering Matter. The "**Triggering Matter**" means the act, event, omission, or condition described as follows: [DESCRIBE THE SPECIFIC ACT, EVENT, DEFAULT, OR CONDITION BEING WAIVED OR CONSENTED TO].

1.3 The Affected Provisions. The "**Affected Provisions**" means Section(s) [LIST SECTION NUMBERS] of the Agreement, which are the provisions to which this Waiver and the consent in Section 3 relate.

2. Waiver of Rights

2.1 Limited waiver. The Waiving Party waives its rights and remedies under the Affected Provisions solely and exclusively with respect to the Triggering Matter, and not with respect to any other matter, act, event, or condition.

2.2 Scope. This waiver applies only to the specific Triggering Matter identified in Section 1.2. It does not waive, release, or impair any other right or remedy of the Waiving Party under the Agreement or applicable law.

2.3 No continuing waiver. This is a one-time waiver limited to the Triggering Matter. It is not, and may not be construed as, a continuing waiver, a waiver of any future or similar act, or a course of dealing or course of performance. Each future breach, default, or matter requires its own separate waiver.

2.4 No waiver of rights against third parties. This waiver does not waive, release, or affect any right or claim the Waiving Party may have against any person who is not a Party.

3. Consent

3.1 Grant of consent. To the extent the Triggering Matter requires the Waiving Party's consent under the Affected Provisions, the Waiving Party consents to the Triggering Matter on the terms of this Waiver.

3.2 Conditions to consent. The consent in Section 3.1 is conditioned on the Requesting Party satisfying the following conditions: **[LIST CONDITIONS, e.g. delivery of specified documents, payment of an amount, or STATE "None"]**. If a condition is not satisfied, the consent is void from the outset.

3.3 Limited consent. The consent in Section 3.1 applies only to the Triggering Matter and does not constitute consent to any other action, even if similar, and does not modify the Affected Provisions for the future.

4. Reservation and No Other Changes

4.1 Reservation of rights. Except for the specific waiver and consent granted in Sections 2 and 3, the Waiving Party expressly reserves all of its rights, remedies, powers, and privileges under the Agreement and applicable law, all of which remain in full force and effect.

4.2 Agreement unchanged. Except as expressly waived or consented to in this Waiver, the Agreement remains in full force and effect and is not amended, modified, or otherwise affected. This Waiver is not an amendment to the Agreement.

4.3 No admission. Nothing in this Waiver is, or may be construed as, an admission by either Party of any fact, breach, default, or liability.

5. Representations

5.1 Authority. Each Party represents and warrants that it has full power and authority to enter into this Waiver and that the person signing on its behalf is duly authorized to do so.

5.2 Accuracy of description. The Requesting Party represents that the description of the Triggering Matter in Section 1.2 is accurate and complete in all material respects and that it has not omitted any fact that would make that description misleading.

5.3 No other defaults. The Requesting Party represents that, except for the Triggering Matter, no other breach or event of default under the Agreement exists or is continuing as of the Effective Date, except as disclosed in writing.

6. General Provisions

6.1 Governing law and venue. This Waiver is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules, and the Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**. If the Agreement specifies a different governing law or venue, the Parties should confirm with counsel which applies.

6.2 Binding effect. This Waiver binds and benefits the Parties and their respective successors and permitted assigns under the Agreement.

6.3 Notices. Notices under this Waiver must be given in the manner required by the Agreement.

6.4 Entire understanding. This Waiver is the entire understanding of the Parties on its subject and supersedes prior discussions on that subject. It may be amended only by a writing signed by both Parties.

6.5 Severability and further assurances. If any provision of this Waiver is unenforceable, the rest remains in effect. Each Party will execute any further documents reasonably necessary to give effect to this Waiver.

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

7. **Strict Construction**

7.1 **Narrow interpretation.** This Waiver is to be construed strictly and narrowly in favor of preserving the Waiving Party's rights. Any ambiguity about the scope of the waiver or consent is to be resolved against expansion of the waiver or consent.

7.2 **No implied waivers.** No right or remedy under the Agreement is waived by implication. Only the specific waiver and consent expressly stated in Sections 2 and 3 take effect.

IN WITNESS WHEREOF, the Parties have executed this Waiver as of the Effective Date.

WAIVING PARTY	REQUESTING PARTY
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE]
Date: _____	Date: _____

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