

BUSINESS PURCHASE AGREEMENT

This Business Purchase Agreement, effective on the ___th day of _____, 202__ (“Effective Date”), is entered into between the Buyer and Seller as follows:

Buyer Details

Buyer Name: _____

Buyer Address: _____

Buyer Entity Type (if not an individual): _____

Seller Details

Seller Name: _____

Seller Address: _____

Seller Entity Type (if not an individual): _____

1. Offer and Acceptance. Buyer hereby agrees to purchase from Seller all the business assets, including goodwill, equipment, fixtures, inventory, trademarks, tradename, and associated rights of the business described hereunder as follows (hereinafter “Business”):

Business Details

Registered Name: _____

Registration Number: _____

Trade Name: _____

Business Address: _____

2. Purchase Price. The total purchase price for the Business is \$_____ (“Purchase Price”).

The said Purchase Price shall be (choose one):

_____ paid in full on the Closing Date.

_____ paid in installments as follows:

(describe installment payments)



- 1) \$ _____ upon signing of this Agreement.
- 2) \$ _____ at the completion of due diligence.
- 3) \$ _____ at the Closing Date.

The sale shall include all assets of the Business, except the following:

(enumerate excluded assets)

3. Warranties. The Seller warrants that it is the legal and beneficial owner of the Business and agrees to transfer to the Buyer the Business on the terms and conditions of this Agreement. The Seller does not provide any other warranties, except the following (Seller to sign on the space for those applicable):

Business Condition Warranties

_____ The Business is free of any liens, charges, or encumbrances.

_____ All required validation, approval, or authorization (including corporate approvals where applicable) on the Seller's end for the transfer of the Business have been executed and obtained.

_____ The execution and performance of the Seller of the sale will not violate any laws or regulations.

_____ The equipment of the Business is in good condition, and in compliance with relevant laws and regulations.

_____ No incidents or conditions exist which may adversely affect the financial standing or profitability of the Business.

_____ Seller has not concealed nor withheld any material information concerning the Business, or any information which may impact the Buyer's evaluation of the Business.

_____ The Business has never been in danger of being insolvent or bankrupt, nor has its owners, management, directors, or shareholders (as the case may be) discussed or considered the possibility of insolvency or bankruptcy.

Intellectual Property Warranties

_____ All trademarks, patents, copyright, and other Intellectual Property Rights of the Business, whether registrable or not, are legally and beneficially owned by the Seller.

Claim/Litigation Warranties



_____The Business is not the subject of any governmental or regulatory investigation.

_____The Business is not the subject of, or a party to any arbitration or litigation proceedings.

_____There are no claims or threatened claims from third parties against the Business.

Employee Related Warranties

_____ The Business is compliant with all regulations and laws with respect to its current and former Employees.

Tax Related Warranties

_____ The Business is compliant with all of its required tax payments and filings, and is not the subject of any tax assessment or investigation.

The Buyer warrants that it has obtained all required validation, approval, or authorization (including corporate approvals where applicable) on its end for the Buyer's purchase of the Business, and that the Buyer's execution and performance of this Agreement will not violate any laws or regulations.

4. Closing Date. The Closing shall take place at _____ A.M./PM. on the __th day of _____, 202_ at _____ ("Closing Date").

5. Pre-Closing Conduct. Until Closing, the Seller must in good faith carry on with the regular operations of the Business, including ensuring that the Business complies with its obligations, and maintains its goodwill with its employees, customers, and the government. The Business shall not materially change its employee roster or their employment terms, alter its equipment, sell or encumber its assets, or enter into any transaction which would adversely and materially affect the condition of the Business.

6. Condition Precedents. The Parties Agree that this Agreement is conditional upon:

1. The Buyer being afforded the opportunity to reasonably conduct due diligence, with cooperation of the Seller concerning the records of the Business, and/or on the Business premises, prior to the Closing Date;
2. The Seller's compliance with all warranties stated herein;
3. The Seller's compliance with all pre-completion conduct stated herein.



7. Closing. Closing, subject to fulfillment of all Condition Precedents and Seller's Warranties, must take place on the Closing Date at the agreed upon location and time between the Buyer and the Seller, and as described under this section ("Closing"). The Buyer and the Seller agree to execute all documents necessary to conclude this transaction and transfer of the Business and its title to the Buyer, including, where applicable, assignments of leases, contracts, licenses, operating agreements or other such documents necessary to fulfill the parties' intent. The Buyer shall pay the Purchase Price in accordance with the terms of this Agreement.

At the Closing, the Seller will immediately transfer all licenses, leases, permits, memberships (where applicable), rights to branding and intellectual property associated with the Business to the Buyer. The Seller will also provide all passwords and personal identification numbers (PIN) to the Buyer for all accounts related to the Business.

8. Termination. The Buyer may terminate or void this Agreement if any Condition Precedent is not satisfied, or if there is a violation in any of the Seller's Warranties. Upon the Buyer sending a notice of its claim in writing to the Seller based on this paragraph, the Seller shall return to the Buyer any Purchase Price paid.

The Seller may terminate this Agreement if, without any stated justifiable reason or that is permitted under this Agreement, the Buyer delays in the payment of the Purchase Price or if the Buyer has breached any of its warranties.

The remedies mentioned above shall be in addition to the rights of the innocent party to seek compensation or damages.

9. Non-Assumption of Liabilities. Buyer shall not assume any liabilities of the Business which originate prior to the Closing Date, except for the following:

(describe any assumed liabilities by the Buyer, if any)

10. Non-Competition. The Seller must not, directly or indirectly, through a corporation or as principal, independent contractor, employee, director, or agent, for a period of _____ years (prohibition period) within the territory of _____ (non-compete territorial scope), engage in a business similar to or in competition with the Business. Neither shall the Seller solicit any customer or employee of the Business within the same period, or any customer or employee of the Business within 12 months prior to the Closing Date.



11. Taxes. Taxes related to this transaction shall be paid by the _____ Seller
_____ Buyer (choose one).

12. Governing Law and Dispute Resolution. This Agreement shall be governed and interpreted in accordance with the laws of the State of _____(Governing State), and all disputes arising from this Agreement shall be commenced within the Courts of the same State.

13. Assignment. The Seller or the Buyer shall not assign its rights and obligations under this Agreement without the consent of the other.

14. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, then the remaining provisions of this Agreement shall remain in full force and effect, and the said offending provisions shall be deemed automatically modified, limited, or increased as may be necessary in order to remove the said illegality, invalidity, or unenforceability.

Seller Signature

Printed Name

Date

Buyer Signature

Printed Name

Date

