BUSINESS PURCHASE AND SALE AGREEMENT

Location: ______________________________ Date: ______________________________

Seller Information:

Full Legal Name: ______________________________

Business Entity Type: ______________________________

Federal Tax ID / EIN: ______________________________

Address: ______________________________

Phone / Email: ______________________________

Buyer Information:

Full Legal Name: ______________________________

Business Entity Type: ______________________________

Federal Tax ID / EIN: ______________________________

Address: ______________________________

Phone / Email: ______________________________

Business Information:

Business Name / Trade Name: ______________________________

State of Formation / Incorporation: ______________________________

Principal Place of Business: ______________________________

Business Assets Included: ______________________________

Excluded Assets (if any): ______________________________

Purchase Price and Payment Terms:

Total Purchase Price: ______________________________ USD

Deposit Amount (if any): ______________________________ USD

Payment Method and Schedule: ______________________________

Section 1 – Purpose of Agreement

Seller agrees to sell and Buyer agrees to purchase the business identified herein, including all assets, goodwill, inventory, and other property listed, on the terms set forth in this Agreement. Seller represents that Seller has full right, title, and authority to convey such assets free of any liens and encumbrances.

Section 2 – Condition of Business

The business is sold AS IS, WHERE IS, without any express or implied warranties beyond those expressly stated in this Agreement. Buyer acknowledges having had the opportunity to inspect all business assets and financial records and accepts the condition of the business subject only to rights provided herein.

Section 3 – Assets Included in Sale

Included in the sale are all tangible and intangible assets expressly listed in the attached Schedule A, including but not limited to inventory, equipment, licenses, permits, intellectual property, and customer lists.

Section 4 – Excluded Assets

The following assets are expressly excluded from this sale and shall remain the property of Seller: (i) cash and cash equivalents; (ii) personal property not used in the business; (iii) other assets listed in Schedule B.

Section 5 – Purchase Price

The total purchase price for the business assets shall be as specified in Section 3 and paid in accordance with the payment terms set forth herein.

Section 6 – Deposit and Payment Terms

Buyer shall pay a deposit in the amount specified above upon execution of this Agreement, which shall be applied toward the purchase price at Closing. The balance shall be paid by wire transfer, cashier's check, or other immediately available funds acceptable to Seller at Closing.

Section 7 – Closing

Closing shall take place at the location and time agreed by the parties. At Closing, Seller shall deliver all documents necessary to transfer ownership of the assets, including bills of sale, assignments, and consents.

Section 8 – Representations and Warranties of Seller

Seller represents and warrants that Seller has good and marketable title to the assets; the assets are free and clear of liens and encumbrances; the business has been conducted in compliance with applicable laws; and all financial statements provided to Buyer are true, accurate, and complete.

Section 9 – Representations and Warranties of Buyer

Buyer represents and warrants that Buyer has the legal capacity and authority to enter into this Agreement and perform all obligations hereunder.

Section 10 – Covenants

Seller agrees to operate the business in the ordinary course and maintain its assets in good condition until Closing. Buyer agrees to cooperate with Seller to facilitate the transfer.

Section 11 – Conditions to Closing

Closing is subject to the satisfaction or waiver of the conditions set forth in Schedule C, including approvals, consents, and absence of material adverse changes.

Section 12 – Indemnification

Seller agrees to indemnify and hold harmless Buyer from any losses resulting from breaches of Seller's representations and warranties. Buyer agrees to indemnify and hold harmless Seller from any liabilities arising after Closing.

Section 13 – Confidentiality

The parties agree to maintain the confidentiality of all proprietary information and terms of this Agreement except as required by law or agreed in writing.

Section 14 – Non-Competition

Seller agrees not to compete with the business within the geographic area and timeframe specified in Schedule D.

Section 15 – Default and Remedies

If either party materially breaches this Agreement and fails to cure within the specified cure period, the non-breaching party may terminate and pursue all available remedies at law or equity.

Section 16 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of __________, without regard to conflict-of-law principles.

Section 17 – Dispute Resolution

Any disputes arising under or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association in __________ County, __________.

Section 18 – Notices

All notices shall be in writing and deemed given upon personal delivery, certified mail return receipt requested, nationally recognized overnight courier, or electronic transmission with confirmation.

Section 19 – Entire Agreement

This Agreement, including all Schedules and Exhibits, constitutes the entire agreement and supersedes all prior agreements and understandings.

Section 20 – Amendments

Any modification or amendment to this Agreement must be in writing and signed by both parties.

Section 21 – Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 22 – Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and facsimile or electronic signatures shall be binding.

Section 23 – Further Assurances

The parties agree to execute and deliver any additional documents necessary to carry out the purposes of this Agreement.

Section 24 – Assignment

Neither party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

Section 25 – No Waiver

No waiver of any breach or default shall constitute a waiver of any other or subsequent breach or default.

Section 26 – Independent Legal Advice

Each party acknowledges having had the opportunity to seek independent legal advice before executing this Agreement.

Section 27 – Headings

Section headings are for convenience only and shall not affect the interpretation of this Agreement.

Section 28 – Relationship of the Parties

Nothing in this Agreement shall create a partnership, joint venture, agency, or employment relationship between the parties.

Section 29 – Survival

All representations, warranties, covenants, and indemnities shall survive Closing to the extent permitted by law.

Section 30 – Execution

The parties have executed this Agreement as of the effective date set forth herein.

SELLER'S SIGNATURE	BUYER'S SIGNATURE
Signature: ___________________________	Signature: ___________________________