

BUSINESS TRANSFER OF OWNERSHIP AGREEMENT

Location: _____ Effective Date: _____

Transferor (Seller) Information:

Full Legal Name: _____

Business Entity Type (if applicable): _____

Federal Tax ID / SSN: _____

Address: _____

Phone/Email: _____

Transferee (Buyer) Information:

Full Legal Name: _____

Business Entity Type (if applicable): _____

Federal Tax ID / SSN: _____

Address: _____

Phone/Email: _____

Business Information:

Legal Business Name: _____

Business Type (Corporation, LLC, etc.): _____

State of Incorporation/Formation: _____

Federal Employer Identification Number (EIN): _____

Principal Place of Business: _____

Transfer Terms and Consideration:

Purchase Price / Consideration: _____ USD

Payment Terms and Schedule: _____

Deposit Amount (if any): _____ USD

Representations and Warranties of Transferor:

Transferor represents and warrants that it is the exclusive and lawful owner of the Business, including all assets, contracts, goodwill, intellectual property, licenses, permits, and other rights (collectively, the "Business") free and clear of all liens, claims, and encumbrances. Transferor has full authority to transfer ownership and the Business is in compliance with all applicable laws and regulations. There are no pending or threatened claims, actions, or investigations relating to the Business. All financial statements provided are true, complete, and fairly present the financial condition of the Business.

Representations and Warranties of Transferee:

Transferee represents and warrants that it has the legal capacity and authority to enter into this Agreement and consummate the transactions contemplated herein. Transferee acknowledges that it has conducted all necessary due diligence and accepts the Business in its current condition, subject to the terms of this Agreement.

Closing and Transfer of Ownership:

Closing shall occur at a mutually agreed upon location where Transferor shall deliver to Transferee all documents and instruments necessary to effect the transfer of ownership, including but not limited to assignments, bills of sale, titles, registrations, licenses, permits, and keys. Transferee shall pay the Purchase Price as stipulated herein at Closing. Risk of loss, control, and management of the Business shall transfer to Transferee upon Closing.

Post-Closing Covenants:

Transferor agrees to cooperate with Transferee and execute such further documents as may be reasonably necessary to effectuate the transfer of ownership. Transferor shall not engage in any activity that interferes with the Business operations post-closing. Transferee agrees to assume all obligations and liabilities of the Business accruing from and after Closing.

Confidentiality:

The parties agree to keep confidential all non-public information obtained in connection with this Agreement and the transactions contemplated herein, except as required by law or agreed by the parties in writing.

Indemnification:

Transferor shall indemnify and hold harmless Transferee from any losses, damages, claims, or liabilities arising from Transferor's breach of representations, warranties, or covenants made herein. Transferee shall indemnify and hold harmless Transferor from any liabilities arising from Transferee's ownership and operation of the Business after Closing.

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Dispute Resolution:

The parties agree to attempt to resolve any disputes arising out of or relating to this Agreement through good faith negotiation. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, with the arbitration to be conducted in _____, _____.

Entire Agreement:

This Agreement, including any exhibits or schedules attached hereto, constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. Any amendments must be in writing and signed by both parties.

Severability:

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect and the invalid provision shall be replaced by a valid provision that most closely

reflects the parties' original intent.

Waiver:

No failure or delay by either party to exercise any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise.

Counterparts and Electronic Signatures:

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed to have the same legal effect as original signatures.

TRANSFEROR'S SIGNATURE

TRANSFeree'S SIGNATURE

Signature: _____

Signature: _____

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