

# WEBSITE PURCHASE AGREEMENT

Location: \_\_\_\_\_ Effective Date: \_\_\_\_\_

## **Seller Information:**

Full Legal Name: \_\_\_\_\_

Business Entity Type (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Email / Phone: \_\_\_\_\_

## **Buyer Information:**

Full Legal Name: \_\_\_\_\_

Business Entity Type (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Email / Phone: \_\_\_\_\_

## **Website Information:**

Domain Name(s): \_\_\_\_\_

Website URL(s): \_\_\_\_\_

Hosting Provider: \_\_\_\_\_

Content Management System / Platform: \_\_\_\_\_

## **Purchase Price and Payment Terms:**

Purchase Price (USD): \_\_\_\_\_

Payment Method and Schedule: \_\_\_\_\_

### **Clause 1 – Sale and Transfer of Website Assets**

Seller agrees to sell, assign, transfer, and deliver to Buyer all rights, title, and interest in the Website, including but not limited to the domain name(s), website design, content, source code, databases, customer lists, intellectual property rights, social media accounts, and any other related assets necessary for ownership and operation of the Website.

### **Clause 2 – As-Is Condition**

Buyer acknowledges that the Website is sold AS-IS, WHERE-IS, with all faults and without any warranties, express or implied, except as specifically provided in this Agreement. Buyer has conducted its own due diligence and agrees to accept the Website in its current condition.

### **Clause 3 – Representations and Warranties of Seller**

Seller represents and warrants that: (a) Seller is the sole legal owner of the Website and has full authority to enter into this Agreement; (b) the Website is free and clear of all liens, claims, encumbrances, or infringements; (c) Seller has disclosed any known defects, claims, or disputes relating to the Website; and (d) the Website does not infringe upon any third-party intellectual property rights.

### **Clause 4 – Intellectual Property**

Seller warrants that it owns or has valid licenses for all content, software, trademarks, and other intellectual property

included in the Website. All rights not expressly granted to Buyer remain with Seller. Buyer shall assume responsibility for all future intellectual property matters related to the Website upon Closing.

**Clause 5 – Closing Deliverables**

At Closing, Seller shall deliver to Buyer all necessary documents and materials to effectuate transfer of the Website and related assets, including domain transfer authorization codes, hosting account credentials (if applicable), source files, documentation, and any consents or third-party approvals required.

**Clause 6 – Taxes and Fees**

Buyer shall be solely responsible for any sales, use, transfer, or other taxes, fees, or charges arising from this transaction. Seller shall bear responsibility for any taxes or fees accrued prior to Closing.

**Clause 7 – Confidentiality**

Both parties agree to maintain the confidentiality of proprietary and sensitive information exchanged during negotiation and performance of this Agreement, except as required by law or agreed in writing.

**Clause 8 – Indemnification**

Seller agrees to indemnify and hold Buyer harmless from any losses, damages, liabilities, claims, or expenses arising from Seller's breach of representations or warranties. Buyer agrees to indemnify Seller from any claims arising from Buyer's operation of the Website after Closing.

**Clause 9 – Limitation of Liability**

In no event shall either party be liable for consequential, incidental, special, or punitive damages arising out of or related to this Agreement, regardless of the form of action or theory of liability.

**Clause 10 – Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_ for any disputes arising hereunder.

**Clause 11 – Dispute Resolution**

The parties agree to attempt to resolve disputes amicably through negotiation. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, held in \_\_\_\_\_ County, \_\_\_\_\_.

**Clause 12 – Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, understandings, or agreements relating to the subject matter herein. No amendment shall be effective unless in writing and signed by both parties.

**Clause 13 – Assignment**

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except that Buyer may assign this Agreement to a successor entity in connection with a merger or sale of substantially all assets.

**Clause 14 – Severability**

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

**Clause 15 – Force Majeure**

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, or governmental actions.

**Clause 16 – Notices**

All notices under this Agreement shall be in writing and deemed given when delivered personally, sent by certified mail, overnight courier, or electronic mail with confirmation, to the addresses specified above or such other address as either party may designate.

**Clause 17 – Counterparts**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Clause 18 – No Waiver**

Failure or delay by either party to enforce any provision shall not constitute a waiver of that provision or any other rights.

**Clause 19 – Relationship of Parties**

Nothing contained herein shall be construed as creating a partnership, joint venture, or agency relationship between the parties.

**Clause 20 – Signatures**

The parties have executed this Agreement as of the date first written above, intending to be legally bound.

**SELLER'S SIGNATURE**

**BUYER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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