

Business Sale Contract

This **Business Sale Contract** ("**Agreement**") is entered into as of _____ ("**Effective Date**"), by and between the parties indicated below:

Seller

Buyer

Seller and Buyer may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

1. Sale of Business

Seller agrees to sell, transfer, and assign to Buyer, and Buyer agrees to purchase from Seller, the business known as _____ (the "**Business**"), including the assets specified in this Agreement, subject to the terms and conditions set forth herein.

2. Purchase Price

The total purchase price for the Business ("**Purchase Price**") shall be _____, payable as follows:

Payment Component	Amount	Payment Terms
Initial Deposit		Due on _____
Closing Payment		Due on Closing Date
Deferred Payment (If Any)		Payable on _____

All payments shall be made by _____.

3. Assets Included in Sale

The sale includes all rights, title, and interest in and to the following assets of the Business:

- Tangible assets, including equipment, inventory, and fixtures
- Intellectual property, including trademarks, trade names, and domain names
- Customer lists and goodwill
- Contracts and licenses, to the extent assignable
- Business records and documentation

A detailed description of assets may be included below if necessary:

4. Excluded Assets

The following assets are expressly excluded from the sale:

5. Assumed Liabilities

Buyer agrees to assume only the following liabilities of the Business:

All other liabilities remain the sole responsibility of Seller unless expressly stated otherwise.

6. Closing

The closing of the transaction ("**Closing**") shall take place on _____ ("**Closing Date**"), or such other date as mutually agreed by the Parties, at _____.

At Closing, Seller shall deliver all documents necessary to transfer ownership of the Business to Buyer, and Buyer shall deliver the remaining Purchase Price.

7. Seller Representations and Warranties

Seller represents and warrants that:

- Seller has full authority to enter into and perform this Agreement
- The Business is operated in compliance with applicable laws
- Seller has good and marketable title to the assets being sold
- The assets are free from undisclosed liens or encumbrances
- All material information provided to Buyer is accurate and not misleading

8. Buyer Representations and Warranties

Buyer represents and warrants that:

- Buyer has the legal capacity and authority to enter into this Agreement
- Buyer has sufficient financial resources to complete the purchase
- Buyer is entering into this Agreement for lawful business purposes

9. Covenants Prior to Closing

Until Closing, Seller shall:

- Continue operating the Business in the ordinary course
- Maintain the assets in reasonable condition
- Not transfer or encumber any material assets without Buyer's consent

10. Non-Competition and Non-Solicitation

For a period of _____ following Closing, Seller agrees not to:

- Engage in a business that competes directly with the Business within _____
- Solicit or attempt to solicit customers or employees of the Business

11. Confidentiality

The Parties agree to keep confidential all non-public information relating to the Business and this transaction, except as required by law or with prior written consent.

12. Termination

This Agreement may be terminated:

- By mutual written agreement of the Parties
- By either Party if the Closing does not occur by _____, provided that the terminating Party is not in breach
- By either Party in the event of a material breach by the other Party, if such breach is not cured within _____ days after written notice

Upon termination, any deposits shall be handled as follows:

_____.

13. Consequences of Termination

If this Agreement is terminated:

- All rights and obligations under this Agreement shall cease, except for obligations that expressly survive termination
- Confidentiality obligations shall continue
- Any accrued rights or liabilities shall remain enforceable

14. Indemnification

Seller agrees to indemnify and hold harmless Buyer against losses arising from:

- Breach of Seller's representations or warranties
- Undisclosed liabilities of the Business

Buyer agrees to indemnify and hold harmless Seller against losses arising from:

- Buyer's operation of the Business after Closing
- Breach of Buyer's representations or warranties

15. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of _____.

Any dispute arising out of or in connection with this Agreement shall be resolved through _____ in _____, as agreed by the Parties.

16. Notices

Any notice under this Agreement shall be in writing and delivered to the addresses of the Parties stated above, or to such other address as may be notified in writing.

17. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions, negotiations, or agreements relating to the subject matter.

18. Amendments

This Agreement may be amended only by a written document signed by both Parties.

19. Assignment

Buyer may not assign its rights or obligations under this Agreement without the prior written consent of Seller, except in connection with a transfer of the Business. Seller may not assign this Agreement without Buyer's consent.

20. Severability

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

21. Execution

This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original.

Signatures

Seller

Name

Date

Signature

Buyer

Name

Date

Signature



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