

## Binder and Earnest Money Agreement

Received from \_\_\_\_\_  
Buyer, the sum of

\_\_\_\_\_ in the form of  
( ) cash, ( ) check payable to \_\_\_\_\_ which sum  
Represents earnest money in part payment for the purchase of the business known as:

\_\_\_\_\_  
\_\_\_\_\_  
and located at:

\_\_\_\_\_

1. The business to be purchased is more fully described as follows: (see Attachment)
2. The purchase price is \_\_\_\_\_ subject to the approval of Seller and is payable as follows:

Earnest money, receipt of which is hereby acknowledged: \$

\_\_\_\_\_  
Upon execution of the Purchase and Sale Agreement: \$

\_\_\_\_\_  
At the time of closing in cash or certified funds: \$

\_\_\_\_\_  
At the time of closing by promissory note: \$

\_\_\_\_\_

3. Rights to be assigned such as; patents, copyrights, trade names, etc. (see Attachment )
4. Special terms between Seller and Buyer: (see Attachment)
5. Other Terms:
  - a) A Purchase and Sale Agreement will be entered into on or before \_\_\_\_\_, 19 \_\_\_\_
  - b) The closing shall take place on or before \_\_\_\_\_, 19 \_\_\_\_\_, at the offices of seller's attorney.

This document when signed by Seller, shall bind the parties until superseded by a written Purchase and Sale Agreement incorporating the terms hereof.

**IN WITNESS WHEREOF**, the parties hereto hereby agree that they have read, approve, and accept the above terms and conditions and have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Sign here if Buyer  
is an individual  
or partnership: \_\_\_\_\_  
\_\_\_\_\_

Buyer

Sign here if Buyer  
is a corporation: \_\_\_\_\_  
\_\_\_\_\_

Buyer

Sign here if Buyer  
is an individual  
or partnership:

Seller

Sign here if Buyer  
is a corporation:

Seller