

Business Purchase and Sale Agreement

AGREEMENT made on _____ 19 ____ by

_____ having a principal place of business at

_____ (hereinafter referred to as the Business Seller) d/b/a

_____ (hereinafter referred to as the Business Buyer).

RECITALS

WHEREAS, the Business Seller presently owns and desires to sell the business know as _____ and is situated at _____ : and

WHEREAS, the Business Buyer desires to purchase the Business;

NOW THEREFORE, in consideration of the mutual covenants and obligations set out herein, the parties agree as follows:

ARTICLE ONE – SALE OF BUSINESS

Business Seller shall sell, assign, and deliver to Business Buyer, and Business Buyer shall purchase and accept, on

The closing date, all assets and goodwill of the Business, excluding _____, owned by the Business

Seller or in which the Business Seller has any right, title, or interest, all as more specifically described as follows:

(a) The trademarked name:

(b) All properly functioning computer software, programs, disks and any other material specifically tailored to produce:

(c) All rights to unconditionally continue to operate the Business indefinitely in

_____ and any other business conducted by the Business at any time in the past or any other business approach the Business may wish to pursue in the future.

(d) A full and complete listing of all names, address, and telephone numbers for all current and past customers for the past two (2) years.

(e) All remaining inventory consisting of:

_____ and any other items pertinent to the operation of the Business.

(f) All furniture, fixtures and equipment more fully described in Attachment

(g) All patents, trade names, copyrights, and proprietary information more fully described in Attachment

ARTICLE TWO – CONSIDERATION: ASSUMPTION OF LIABILITIES

In consideration of the sale of the assets under this Agreement and of all other things done and agreed to be done by Business Seller hereunder, with the exclusion of Article Thirteen – Post Closing Service Agreement, Business Buyer shall pay to Business Seller on the closing date of the sum of \$_____ and shall assume no liabilities of the Business Seller.

ARTICLE THREE – INSTRUMENTS OF TRANSFER

The transfers to be made to Business Buyer pursuant to this Agreement shall be effected by a Bill of Sale. The Business Seller shall prepare a Bill of Sale that recites and adequately identifies the assets and personal property transferred and conveyed to the Business Buyer in accordance with this Agreement.

ARTICLE FOUR – ASSIGNMENT OF CONTRACT RIGHTS

If any contract, license, commitment, subscription, or sales or purchase order assignable to business Buyer here-under may not be assigned without the consent of the other party thereto, Business Seller shall use its best efforts to obtain the consent of the other party to such assignment.

ARTICLE FIVE – ACCOUNTS RECEIVABLE

After the closing date, business Buyer shall have the authority to collect all receivables transferred to the Business Buyer hereunder and to endorse without recourse and without warranties of any kind the name of Business Seller on any checks or evidence of indebtedness received by Business buyer on account of any such receivables, Business Seller shall transfer and deliver to Business Buyer any cash or other property that Business Seller may receive in respect to any such receivables after the closing date.

ARTICLE SIX – CLOSING

The closing shall take place on _____ 19 _____ at _____ (time) at the offices of _____ (or at such other time and place as the parties agree upon in writing.

ARTICLE SIX – REPRESENTATIONS AND WARRANTIES OF BUSINESS SELLER

Business Seller represents, warrants, and agrees:

- a) That the Business is a wholly owned asset of _____ duly organized, existing, and in good standing under the laws of the State of _____, and is authorized and entitled to carry on its business in _____ (state). The execution and delivery of this Agreement by the Business Seller further warrants that the Business is wholly and singly owned and no encumbrances of any kind to the sale of the Business do now or will exist at the time of closing. The execution and delivery of this Agreement by the Business Seller has been duly authorized by its Board of Directors and by its Shareholders in accordance with the By Laws of the corporation.

- b) At least ten (10) days before the closing date, the Business Seller shall furnish to the Business Buyer an accurate and complete list of all tangible assets relating to the Business, all of which are free and clear of all mortgages, liens, and encumbrances.

- c) The Business Seller is not a party to any Business related employment agreement, agreement for the future purchase of materials, supplies, or equipment, or sales agreement, or subscription agreement, that relates to any period beyond the closing date, whether written or oral, except as otherwise listed below:

- d) Business Seller is not in default under any contract, agreement, lease or other document to which it is a party and has complied with all laws, regulations, and ordinances applicable to its business to the date of this Agreement.

- e) The Business Seller's obligations to its paid customers of the date of this Agreement are as follows:

- f) The Business Buyer assumes no liabilities of Business Seller other than those specifically recited herein and Business seller indemnifies and holds Business Buyers harmless from any and all such unassumed liabilities.

- g) There are no judgments, liens, actions, or proceedings pending to this sale against the Business Seller or this Business in any court.

**ARTICLE EIGHT – CONDITIONS PRECEDENT
TO BUYER’S OBLIGATIONS**

The obligations of Business Buyer under this Agreement are conditioned on the following all having occurred on or before the closing date:

- a) All actions, proceedings, instruments, and documents required of Business Seller under this agreement shall be in a form approved by counsel for Business Buyer, provided that such approval shall not be unreasonably withheld.

- b) The representations and warranties made by Business Seller herein shall be substantially correct on the closing date, except as affected by transactions contemplated herein and changes occurring in the ordinary course of business, with the same force and effect as though such representations and warranties had been made on the closing date.

- c) The instruments executed and delivered to Business Buyer by Business Seller pursuant to this Agreement are valid in accordance with their terms, and effectively vest in Business Buyer good and marketable title to the assets and Business as contemplated by this agreement, free and clear of any liabilities, obligations, and encumbrances, except those liabilities and obligations expressly assumed by Business Buyer as provided herein:

**ARTICLE NINE – COVENANT NOT
TO COMPETE**

Except in the event of a default on the part of the Business Buyer of the any provisions of this Agreement, for a Period continuing for two (2) years after the closing date, Business Seller shall not, directly or indirectly, engage in

any business involving the ownership, management

in the State(s) of

ARTICLE TEN – EXPENSES OF NEGOTIATION AND TRANSFER

Each party shall pay its own expenses, taxes, and other costs incident to or resulting from this Agreement, whether or not the transactions contemplated herein are consummated.

ARTICLE ELEVEN – CONDUCT OF BUSINESS

Prior to closing, Business Seller shall carry on business in the usual and ordinary manner to and including the closing date of the sale, if any, or any extension of such date, but shall not enter into any unusual contracts or make any unusual commitments affecting the operation of the business beyond such closing date without the consent of Business Buyer. During the term of this Agreement, Business Buyer, through Business Buyer’s agents and representatives, shall have full and complete access, at all reasonable times with prior notice, to the premises and to all the books and records of the Business Seller.

ARTICLE TWELVE – LICENSE OF TRADE NAMES

The Business Seller hereby transfers to the Business Buyer its entire right, title, interest in and use of the trade name “_____” and any corresponding trade-marks, logos, or copyrights. Additionally, the Business Buyer is authorized to refer to the Business as “_____”. Further, the Business Buyer is authorized to refer to the founder/previous owner _____, in various ways in sales and promotion literature and to reprint and use any and all previously used promotional material that has been used in the past by the Business and/or the Business Seller.

ARTICLE THIRTEEN – POST CLOSING SERVICE AGREEMENT

The Business Seller agrees to provide to the Business Buyer, within 30 days after the closing date, at a time established by the Business Buyer, full training, guidance, direction, and counseling sufficient for the business operation using all tools, techniques, information sources, mailing lists, ordering fulfillment services, and any other necessary functions. All costs and resultant revenues associated with this usage will be borne and realized by the Business Buyer. Fulfillment of this condition will be in accordance with the current and normal methods and locations of the business. The Business Seller will be paid the total sum of \$ _____ for services rendered upon completion of this service agreement.

ARTICLE FOURTEEN – NOTICES

Notices to be given or served hereunder shall be in writing and shall be deemed duly served if delivered personally or mailed by certified mail to the following address:

a) Notices to Business Seller:

b) Notices to Business Buyer:

**ARTICLE FIFTEEN – COOPERATION
OF THE PARTIES**

All of the parties shall, at any time and from to time, sign and deliver any documents that may be necessary or desirable to effectuate or implement any of the provisions of this Agreement on request of the other party.

ARTICLE SIXTEEN – MODIFICATION

No modification or amendment of this Agreement shall be effective unless such modification or amendment is in writing and signed by all of the parties hereto.

**ARTICLE SEVENTEEN – SUCCESSION AND
SURVIVAL OF RIGHTS**

This Agreement shall be binding upon and inure to the benefit of the hereto and their respective heirs, representatives, executors, administrators, successors and assigns. All terms, covenants, conditions and agreements contained herein shall survive the delivery and acceptance of the assets and property transferred pursuant to this Agreement.

ARTICLE EIGHTEEN – APPLICABLE LAW

This Agreement has been made and entered into the State of _____ and the laws of _____ shall govern the validity and interpretation of this Agreement and the performance due hereunder.

**ARTICLE NINETEEN – ENTIRE
AGREEMENT**

This instrument contains the entire agreement between the parties with respect to the transaction contemplated herein. It may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**ARTICLE TWENTY – MISCELLANEOUS
PROVISIONS**

The underlined captions set forth in this Agreement at the beginning of all articles are for convenience of reference only and shall not be deemed to define or limit the provisions hereof or to affect in any way their construction and application. When the context so requires, the masculine gender shall include the feminine, and the singular shall include the plural, and the plural, the singular.