

BUSINESS SALE AGREEMENT

Location: _____ Date: _____

Seller Information:

Full Legal Name: _____

Business Name (if applicable): _____

Taxpayer Identification Number (TIN): _____

Address: _____

Phone/Email: _____

Buyer Information:

Full Legal Name: _____

Business Name (if applicable): _____

Taxpayer Identification Number (TIN): _____

Address: _____

Phone/Email: _____

Business Information:

Business Type: _____

Location of Business: _____

Assets Included (Inventory, Equipment, Intellectual Property, etc.):

Liabilities Assumed (if any):

Purchase Price and Payment Terms:

Total Purchase Price: _____ USD

Payment Method and Schedule:

Clause 1 – Agreement to Sell and Purchase

Seller agrees to sell and Buyer agrees to purchase the business and related assets described herein, subject to the terms, conditions, representations, warranties, and covenants set forth in this Agreement.

Clause 2 – Assets Included

The sale includes all tangible and intangible assets of the business, including but not limited to inventory, equipment, licenses, permits, intellectual property, customer lists, and goodwill, except for any specific exclusions listed in an attached Schedule.

Clause 3 – Liabilities and Obligations

Buyer agrees to assume only those liabilities and obligations expressly identified in this Agreement or in any attached Schedule. Seller represents that all undisclosed liabilities belong solely to Seller and shall remain with Seller.

Clause 4 – Representations and Warranties of Seller

Seller represents and warrants that Seller is the sole owner of the business and assets, has lawful authority to enter into this Agreement, and that the assets are free from liens, claims, or encumbrances except as disclosed. Seller further represents that all financial statements and information provided are true, correct, and complete.

Clause 5 – Due Diligence

Buyer shall have the opportunity to complete a due diligence investigation of the business prior to Closing. Buyer's obligation to proceed with the purchase is contingent upon satisfaction with the results of such due diligence.

Clause 6 – Closing

The Closing shall take place at a mutually agreed location and time. At Closing, Seller shall deliver all necessary documents to transfer ownership of the business and assets to Buyer, and Buyer shall pay the Purchase Price as specified.

Clause 7 – Conditions to Closing

The obligations of both parties are subject to the fulfillment of specified conditions precedent, including but not limited to obtaining all required consents, approvals, and permits necessary to transfer the business.

Clause 8 – Covenants of Seller

Seller agrees to operate the business in the ordinary course until Closing, maintain assets in good condition, and refrain from taking any action that would adversely affect the value of the business or assets.

Clause 9 – Indemnification

Each party shall indemnify and hold harmless the other from and against any and all losses, damages, liabilities, claims, or expenses arising out of any breach of this Agreement or any misrepresentations or omissions.

Clause 10 – Confidentiality

Both parties agree to keep confidential all proprietary or sensitive information regarding the business, the terms of this Agreement, and any negotiations and transactions connected with the sale.

Clause 11 – Non-Competition

Seller agrees that for a period of ____ years following Closing, Seller will not engage in any business competitive with the business sold within the geographic area currently served by the business.

Clause 12 – Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts located in _____ County, _____.

Clause 13 – Notices

All notices or communications required or permitted under this Agreement shall be in writing and delivered personally, sent by certified mail, overnight courier, or electronic mail with confirmation of receipt to the addresses specified herein.

Clause 14 – Entire Agreement

This Agreement, including all attachments and schedules, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and negotiations.

Clause 15 – Amendments

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

Clause 16 – Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Clause 17 – Waiver

No failure or delay by either party in exercising any right shall operate as a waiver of such right.

Clause 18 – Assignment

Neither party may assign its rights or delegate its obligations under this Agreement without prior written consent of the other party.

Clause 19 – Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be executed and delivered by electronic means.

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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