Business Purchase Agreement

1. THE PARTIES

This Business Purchase Agreement (hereinafter, the “Agreement”) is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [date] (hereinafter, the “Effective Date”) by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of the Seller] (hereinafter, the “Seller”) with a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of the Purchaser], (hereinafter, the “Purchaser”)  with a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who for valuable consideration received, agree as follows:

2. BUSINESS DETAILS

The Seller hereby commits to sell, transfer, and assign to the Purchaser, and the Purchaser agrees to acquire from the Seller, the following business and all associated assets and liabilities:

Business Name: [Business Name]

Business Description: [Describe the business in detail]

3. PURCHASE PRICE

The complete purchase price for the business and its assets amounts to $[Purchase Price] (referred to as the "Purchase Price").

The Purchase Price constitutes the entire monetary amount mutually agreed upon by the Parties for the transaction described in this Agreement.

4. PAYMENT

Payment of the Purchase Price shall be made: (check one)

 ☐ The Purchase Price shall be fully made on the Closing Date.

 ☐ With Multiple Payments. The initial payment is set to be made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20, and will recur on the \_\_\_\_ of each ☐ week ☐ month ☐ quarter, with the final payment due on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20.

 ☐ Other. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The Buyer may remit the entire Purchase Price using any of the following methods (select all that are applicable):

☐ Bank Wire

☐ Cash

☐ Cashier's Check

Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

5. DUE DILIGENCE

The Buyer shall be granted a [Due Diligence Period]-day window, commencing from the Effective Date, for the purpose of inspect the finances and agreements, and also to conduct due diligence on the business.

6. CLOSING DATE

"The Closing is scheduled for [Closing Date] (referred to as the "Closing Date") and will be held at a location agreed upon by both Parties.

7. GOVERNING LAW

This Agreement shall be governed by and construed in conformity with the laws of the state of [State], without taking into account its conflict of laws principles.

8. COUNTERPARTS

This Agreement may be signed in counterparts, each of which will be considered an original, and when taken together, they will constitute one unified instrument.

9. ENTIRE AGREEMENT

This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

“THE SELLER” “THEPURCHASER”

[Name of the Seller]                                                          [Name of the Purchaser]

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

[Name of authorized representative]                                [Name of authorized representative]

[Title of authorized representative]                                  [Title of authorized representative]

Date: [Date of agreement]