

Business Purchase Agreement

This Business Purchase Agreement (the "Agreement") is entered into as of _____, 20____ ("Effective Date"), by and between:

- **Seller:** _____
- **Buyer:** _____

1. Purchase and Sale

Seller agrees to sell, and Buyer agrees to purchase, the business known as _____ (the "Business") including all assets, goodwill, inventory, intellectual property, and any other property described in this Agreement.

2. Purchase Price

The total purchase price for the Business and related assets shall be \$ _____ ("Purchase Price"), payable as follows:

1. Deposit: \$ _____
2. Balance at Closing: \$ _____

3. Assets Included

The assets to be transferred include the following (attach schedule if needed):

- _____
- _____
- _____

4. Liabilities Assumed

Buyer _____ (does/does not) assume any liabilities of Seller. Details:

- _____

5. Closing

Date: _____

Location: _____

6. Representations and Warranties

Each party represents that it has full authority to enter into this Agreement. Seller represents that:

- The Business is in good standing and operational.

- There are no undisclosed liabilities.
- All taxes have been paid to date.
- Further representations: _____

7. Miscellaneous

1. This Agreement constitutes the entire understanding between the parties.
2. Any amendments must be made in writing and signed by both parties.
3. Governing Law: _____
4. Other terms: _____

Seller Signature

Date

Buyer Signature

Date