

Business Acquisition Agreement

This Business Acquisition Agreement ("Agreement") is made and entered into as of _____, by and between:

Seller: _____, a corporation organized and existing under the laws of _____, with its principal place of business at _____.

Buyer: _____, a corporation organized and existing under the laws of _____, with its principal place of business at _____.

1. PURCHASE AND SALE

Seller hereby agrees to sell, transfer, and assign to Buyer, and Buyer agrees to purchase from Seller, all rights, title, and interest in and to the assets and business operations of _____ ("Business"), subject to the terms and conditions of this Agreement.

2. PURCHASE PRICE

The total purchase price for the Business shall be _____ ("Purchase Price"), to be paid by Buyer to Seller as follows:

3. CLOSING

The closing of the transaction ("Closing") will take place on _____ at _____, or at such other time and place as the parties may mutually agree in writing.

4. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that it has the authority to enter into this Agreement and perform its obligations hereunder. Seller represents that it has good and marketable title to the Business and all included assets, free and clear of all liens and encumbrances except as disclosed to Buyer.

5. COVENANTS

The parties agree to execute and deliver such further instruments and do such further acts as may be reasonably necessary to carry out this Agreement.

6. MISCELLANEOUS

- This Agreement shall be governed by and construed in accordance with the laws of the State of _____.
- This Agreement constitutes the entire understanding between the parties.
- Any amendment or modification must be in writing and signed by both parties.

Seller Signature

Name: _____

Title: _____

Date: _____

Buyer Signature

Name: _____

Title: _____

Date: _____