

State of \_\_\_\_\_

# BUSINESS PURCHASE AGREEMENT

This Business Purchase Agreement (this "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") by and among/between:

**Seller(s):** \_\_\_\_\_, (collectively the "Seller") and

**Buyer(s):** \_\_\_\_\_, (collectively the "Buyer").

**WHEREAS**, the Seller owns and operates a business known as \_\_\_\_\_ [Business name], a \_\_\_\_\_ [State]: (Check one)

- ☐ Corporation
- ☐ Sole proprietorship
- ☐ Limited liability company
- ☐ Partnership
- ☐ Limited partnership
- ☐ Limited liability partnership

located at \_\_\_\_\_ [Address] that engages in the business of: \_\_\_\_\_ [Description] (the "Business"); and

**WHEREAS**, the parties intend that the Seller shall sell to the Buyer the Business for the price, terms and conditions described below, and pursuant to the attachments and exhibits, if any, annexed to this main document.

**NOW THEREFORE**, for the reasons set forth, and in consideration of the mutual covenants and promises of the parties hereto, and intending to be legally bound, the Seller and the Buyer agree as follows:

**1. Sale of Business.** On the terms and subject to the conditions set forth in this Agreement, the Seller agrees to sell, assign, transfer, convey and deliver to the Buyer, and the Buyer agrees to purchase and acquire from the Seller all rights, title and interests of the Seller in and to the Business, including: (Check one)

- ☐ The assets described in Exhibit A attached hereto.
- ☐ ALL inventory, receivables, equipment, patents, trademarks, licenses, business records, goodwill, going concern and other assets of the Business, whether tangible or intangible.
- ☐ The following assets only: (Check all that apply)
  - ☐ (a) Cash. Cash and cash equivalents of the Business on hand or in financial institutions.
  - ☐ (b) Receivables. Accounts receivable, notes receivable and other amounts owed or payable to the Business.
  - ☐ (c) Inventory. All inventory and works in progress, wherever located.

