

# SOFTWARE SALE AND TRANSFER AGREEMENT

1 Stop Bath Shop - Bathroom Quote System

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## AGREEMENT DETAILS

**Effective Date:** \_\_\_\_\_, 20

**Seller:**

Greg W

1 Stop Bath Shop

Email: [gregw515151@gmail.com](mailto:gregw515151@gmail.com)

**Buyer (Purchaser):**

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**Software Product:** 1 Stop Bath Shop Bathroom Quote System (the "Software")

**Purchase Price:** \$\_\_\_\_\_ USD

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## 1. SALE AND TRANSFER OF OWNERSHIP

1.1 **Complete Transfer.** Seller hereby sells, assigns, and transfers to Buyer all right, title, and interest in and to the Software, including:

- Complete source code
- All intellectual property rights
- All copyrights and trademarks
- All documentation and materials
- Database structure and content
- Design files and assets

1.2 **Full Ownership.** Upon receipt of full payment, Buyer shall own the Software outright and shall have the exclusive right to:

- Use, modify, and customize the Software without restriction
- Resell, sublicense, or distribute the Software to third parties
- Rebrand and market the Software under Buyer's own name
- Create derivative works based on the Software
- Transfer ownership to another party
- Use the Software for any commercial or non-commercial purpose

1.3 **No Retained Rights.** Seller retains no ownership rights, licenses, or claims to the Software after the sale is complete and payment is received in full.

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## 2. WHAT'S INCLUDED IN THE SALE

## 2.1 Software Components:

- Complete source code (HTML, CSS, JavaScript)
- Admin panel and user interface
- Database schema and configuration
- All product data and categories
- PDF Sharing & Link Generation system
- PDF generation functionality
- Photo upload and management system

## 2.2 Documentation:

- User Guide (USER\_GUIDE.md)
- Quick Reference Card (QUICK\_REFERENCE.md)
- Deployment Guide (DEPLOYMENT\_GUIDE.md)
- Technical documentation

## 2.3 Access and Credentials:

- GitHub repository access (or complete code delivery)
- Netlify hosting configuration
- Supabase database access
- All environment variables and API keys
- Admin passwords and access credentials

## 2.4 Assets:

- Logo files and branding materials
  - All design files
  - Any custom graphics or images
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# 3. PAYMENT TERMS

**3.1 Purchase Price.** Buyer agrees to pay Seller the total Purchase Price of \$\_\_\_\_\_ USD for complete ownership transfer.

**3.2 Payment Method.** Payment shall be made via:

- ☐ Cash
- ☐ Check
- ☐ Other: \_\_\_\_\_

**3.3 Payment Schedule:**

- ☐ Full payment due upon signing
- ☐ Deposit: \$\_\_\_\_\_ due upon signing, Balance: \$\_\_\_\_\_ due by \_\_\_\_\_
- ☐ Installment plan: \$\_\_\_\_\_/month for \_\_\_\_\_ months
- ☐ Other: \_\_\_\_\_

**3.4 Transfer of Ownership.** Full ownership transfers to Buyer upon receipt of final payment. Until final payment is received, Seller retains ownership rights.

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# 4. DELIVERY AND HANDOVER

4.1 **Delivery Method.** Seller will deliver the Software to Buyer via:

- ☐ Complete GitHub repository transfer
- ☐ ZIP file download with all source code
- ☐ Physical media (USB drive)
- ☐ Remote access and setup assistance
- ☐ Other: \_\_\_\_\_

4.2 **Handover Assistance.** Seller will provide the following at no additional charge:

- ☐ Complete code transfer and repository access
- ☐ Documentation and user guides
- ☐ Initial setup walkthrough (\_\_\_\_ hours)
- ☐ Password and credential handover
- ☐ Hosting transfer assistance
- ☐ Database migration support
- ☐ No handover assistance (self-service)

4.3 **Timeline.** Delivery and handover will be completed within \_\_\_\_ days of final payment.

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## 5. OPTIONAL SUPPORT SERVICES (PAID)

5.1 **Support Availability.** After the sale is complete, Seller may provide optional technical support services for an additional fee, if requested by Buyer.

5.2 **Support Services Include:**

- Bug fixes and error corrections
- Technical assistance and troubleshooting
- Feature enhancements and modifications
- Updates and improvements
- Training and consultation

5.3 **Support Fees (If Requested):** To be negotiated separately based on scope of work needed.

5.4 **Support Terms:**

- Support is optional and must be requested by Buyer
- Support fees are separate from the purchase price
- Seller is not obligated to provide support
- Support requests must be submitted via email
- Response time: Within \_\_\_\_ business days (if support is active)

5.5 **Support Agreement.** Any support services will be negotiated and agreed upon separately in writing.

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## 6. WARRANTIES AND REPRESENTATIONS

6.1 **Seller's Warranties.** Seller warrants that:

- Seller is the sole owner of the Software and has full right to sell it
- The Software does not infringe on any third-party intellectual property rights
- The Software is free from known malware, viruses, or malicious code

- All third-party services (Netlify, Supabase) are properly configured
- Seller has not sold or licensed the Software to any other party

6.2 **Software Condition.** The Software is sold in its current "AS-IS" condition. Seller makes no warranties regarding:

- Fitness for a particular purpose
- Merchantability
- Error-free operation
- Compatibility with future systems or browsers

6.3 **Warranty Period.** Seller warrants the Software will function substantially as described for 30 days from delivery.

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## 7. LIMITATION OF LIABILITY

7.1 **Maximum Liability.** Seller's total liability under this Agreement shall not exceed the Purchase Price paid by Buyer.

7.2 **Excluded Damages.** IN NO EVENT SHALL SELLER BE LIABLE FOR:

- Indirect, incidental, special, or consequential damages
- Loss of profits, revenue, data, or business opportunities
- Damages arising from Buyer's use or modification of the Software
- Third-party claims or liabilities

7.3 **Buyer's Responsibility.** After ownership transfer, Buyer assumes all responsibility for:

- Maintaining and updating the Software
  - Ensuring compliance with applicable laws
  - Backing up data and code
  - Managing hosting and third-party services
  - Customer support and liability
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## 8. CONFIDENTIALITY

8.1 **Confidential Information.** Both parties agree to keep confidential:

- Financial terms of this Agreement
- Business practices and strategies
- Customer information (if any)

8.2 **Source Code.** After purchase, the source code becomes Buyer's property and is no longer confidential to Seller.

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## 9. NON-COMPETE AND RESTRICTIONS

9.1 **No Restrictions.** Seller retains the right to create and sell similar software products after the sale is complete.

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## 10. INDEMNIFICATION

10.1 **Seller's Indemnification.** Seller agrees to indemnify and hold Buyer harmless from any claims that the Software infringes on third-party intellectual property rights, provided such claims arise from the Software as delivered by Seller.

10.2 **Buyer's Indemnification.** After ownership transfer, Buyer agrees to indemnify and hold Seller harmless from any claims arising from Buyer's use, modification, or distribution of the Software.

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## 11. TRAINING AND TRANSITION

11.1 **Included Training.** Seller will provide written documentation (User Guide, Quick Reference, Deployment Guide).

11.2 **Transition Assistance.** Seller will provide basic handover assistance including code transfer and credential delivery.

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## 12. THIRD-PARTY SERVICES

12.1 **Current Services.** The Software currently uses:

- **Netlify** (hosting) - Free tier available
- **Supabase** (database) - Free tier available
- **GitHub** (code repository) - Free tier available

12.2 **Buyer's Responsibility.** After purchase, Buyer is responsible for:

- Creating own accounts with third-party services
- Paying any fees for third-party services
- Complying with third-party terms of service
- Managing API keys and credentials

12.3 **Service Transfer.** Seller will:

- ☐ Transfer existing accounts to Buyer
  - ☐ Assist Buyer in setting up new accounts
  - ☐ Provide configuration instructions only
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## 13. REFUND AND CANCELLATION

13.1 **Refund Policy.** No refunds after delivery and handover are complete.

13.2 **Cancellation.** Either party may cancel this Agreement before delivery by providing written notice. If cancelled, Buyer receives full refund of any payments made.

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## 14. GENERAL PROVISIONS

14.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral.

14.2 **Amendments.** This Agreement may only be amended in writing signed by both parties.

14.3 **Assignment.** After purchase, Buyer may freely assign or transfer ownership to any third party. Seller may not assign this Agreement.

14.4 **Governing Law.** This Agreement shall be governed by the laws of the State of \_\_\_\_\_, without regard to conflict of law principles.

14.5 **Dispute Resolution.** Any disputes shall be resolved through:

- ☐ Mediation, then binding arbitration
- ☐ Court litigation in \_\_\_\_\_ County

- ☐ Other: \_\_\_\_\_

14.6 **Severability.** If any provision is found invalid, the remaining provisions remain in full force.

14.7 **Waiver.** Failure to enforce any provision does not waive the right to enforce it later.

14.8 **Notices.** All notices must be in writing and sent to the addresses listed above.

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## 15. SPECIAL TERMS AND CONDITIONS

15.1 **Additional Terms:** (To be filled in if needed)

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## 16. ACCEPTANCE AND SIGNATURES

By signing below, both parties agree to be bound by the terms and conditions of this Agreement.

### SELLER:

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

Printed Name: Greg W

Title: Owner, 1 Stop Bath Shop

Date: \_\_\_\_\_

### BUYER:

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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## APPENDIX A: SOFTWARE SPECIFICATIONS

**Software Name:** 1 Stop Bath Shop - Bathroom Quote System

**Version:** 1.0

### Complete Package Includes:

- Web-based quote builder application
- Admin panel for product management
- PDF generation system
- PDF Sharing System (Upload & Link Generation)
- Photo upload and management (up to 15 photos)
- Customer information management
- Supabase database backend
- Netlify hosting configuration
- Complete source code (all files)
- User documentation and guides
- All design assets and branding

### System Requirements:

- Modern web browser (Chrome, Safari, Firefox, Edge)

- Internet connection
- Netlify account (for hosting) - Free tier available
- Supabase account (for database) - Free tier available

**Current Deployment:**

- Live Demo: <https://one-stop-bath-shop.onrender.com>
- GitHub Repository: <https://github.com/gregw515151-jpg/1-stop-bath-shop>

**Access Credentials Included:**

- Admin Password: admin123 (customizable)
- Database credentials
- API keys and environment variables
- Hosting account access

## APPENDIX B: DELIVERY CHECKLIST

Seller will provide Buyer with:

- ☐ Complete source code (all files)
- ☐ GitHub repository access or ZIP file
- ☐ USER\_GUIDE.md
- ☐ QUICK\_REFERENCE.md
- ☐ DEPLOYMENT\_GUIDE.md
- ☐ All passwords and credentials
- ☐ Netlify account transfer or setup instructions
- ☐ Supabase database access or migration
- ☐ Environment variables documentation
- ☐ Logo and design files
- ☐ Any custom graphics or assets
- ☐ Initial setup assistance (if included)

**Delivery Confirmed:**

Seller Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer Initials: \_\_\_\_\_ Date: \_\_\_\_\_

## END OF AGREEMENT

**BUYER CHECKLIST:**

- ✓ Review all terms carefully before signing
- ✓ Verify purchase price and payment terms
- ✓ Understand what's included in the sale
- ✓ Decide if you want optional support services
- ✓ Get legal review if purchasing for a business
- ✓ Keep signed copy in a safe place
- ✓ Change all passwords immediately after handover
- ✓ Set up your own hosting and database accounts
- ✓ Test the software thoroughly after delivery

**SELLER CHECKLIST:**

- ✓ Ensure all code and files are ready for transfer
- ✓ Prepare all documentation and guides
- ✓ Gather all passwords and credentials
- ✓ Verify you have right to sell the software
- ✓ Complete the delivery checklist
- ✓ Provide handover assistance as agreed
- ✓ Keep signed copy for your records
- ✓ Maintain confidentiality of buyer information