

SOFTWARE SALE AND TRANSFER AGREEMENT

1 Stop Bath Shop - Bathroom Quote System

AGREEMENT DETAILS

Effective Date: _____, 20_____

Seller:

Greg W

1 Stop Bath Shop

Email: gregw5151@gmail.com

Buyer (Purchaser):

Name: _____

Company: _____

Address: _____

Email: _____

Phone: _____

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

Purchase Price: \$_____ USD

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

15. SPECIAL TERMS AND CONDITIONS

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

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: _____

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