

Agreement for Sale of Business

This agreement is made on _____, 20____, between
_____, seller, of
_____,
City of _____, State of _____, and
_____, buyer, of
_____,
City of _____, State of _____.

The seller now owns and conducts a _____ business, under the name of
_____, located at
_____,
City of _____, State of _____.

For valuable consideration, the seller agrees to sell and the buyer agrees to buy this business for the following price and on the following terms:

1. The seller will sell to the buyer, free from all liabilities, claims, and indebtedness, the seller's business, including the premises located at _____, City of _____, State of _____, and all other assets of the business as listed on Exhibit A, which is attached and is a part of this agreement.
2. The buyer agrees to pay the seller the sum of \$ _____, which the seller agrees to accept as full payment. The purchase price will be allocated to the assets of the business as follows:

a. The premises	\$ _____
b. Equipment/furniture	\$ _____
c. Goodwill	\$ _____
d. Stock-in-trade/inventory	\$ _____
e. Notes/accounts receivable	\$ _____
f. Outstanding contracts	\$ _____

3. The purchase price will be paid as follows:

Earnest money	\$ _____
Cash downpayment	\$ _____
Promissory note payable	\$ _____
 TOTAL Price	 \$ _____

The \$ _____ Promissory Note will bear interest at _____ %
(_____ percent) per year, payable monthly for _____ years at
\$ _____ per month with the first payment due one (1) month after the
date of closing. The Promissory Note will be secured by a U.C.C. Financing Statement
and a Security Agreement in the usual commercial form. The Promissory Note will be
prepayable without limitation or penalty.

4. The seller acknowledges receiving the earnest money deposit of \$ _____
from the buyer. If this sale is not completed for any valid reason, this money will be returned
to the buyer without penalty or interest.
5. This agreement will close on _____, 20 _____, at _____ o'clock
_____. m., at _____,
City of _____, State of _____.

At that time, and upon payment by the buyer of the portion of the purchase price then due,
the seller will deliver to buyer the following documents:

- a. A Bill of Sale for all personal property (equipment, inventory, parts, supplies, and any
other personal property)
- b. A Warranty Deed for any real estate
- c. All accounting books and records
- d. All customer and supplier lists
- e. A valid assignment of any lease
- f. All other documents of transfer as listed below:

At closing, adjustments to the purchase price will be made for the following items:

- a. Changes in inventory since this agreement was made
- b. Insurance premiums
- c. Payroll and payroll taxes
- d. Rental payments
- e. Utilities
- f. Property taxes
- g. The following other items:

6. The seller represents and warrants that it is duly qualified under the laws of the State of _____ to carry on the business being sold, and has complied with and is not in violation of any laws or regulations affecting the seller's business, including any laws governing bulk sales or transfers.
7. Attached as part of this agreement as Exhibit B is a Balance Sheet of the seller as of _____, 20_____, which has been prepared according to generally accepted accounting principles. The seller warrants that this Balance Sheet fairly represents the financial position of the seller as of that date and sets out any contractual obligations of the seller. If this sale includes the sale of inventory of the business, the seller has provided the buyer with a completed Bulk Transfer Affidavit containing a complete list of all creditors of the seller, together with the amount claimed to be due to each creditor.
8. Seller represents that it has good and marketable title to all of the assets shown on Exhibit A, and that those assets are free and clear of any restrictions on transfer and all claims, taxes, indebtedness, or liabilities except those specified on the Exhibit B Balance Sheet. The seller also warrants that all equipment will be delivered in working order on the date of closing.
9. Seller agrees not to participate in any way, either directly or indirectly, in a business similar to that being sold to the buyer, within a radius of _____ miles from this business, for a period of _____ years from the date of closing.
10. Between the date of this agreement and the date of closing of the sale, the seller agrees to carry on the business in the usual manner and agrees not to enter into any unusual contract or other agreement affecting the operation of the business without the consent of the buyer.
11. The buyer represents that it is financially capable of completing the purchase of this business and fully understands its obligations under this agreement.
12. Buyer agrees to carry hazard and liability insurance on the assets of the business in the amount of \$ _____ and to provide the seller with proof of this coverage until the Promissory Note is paid in full. However, the risk of any loss or damage to any assets being sold remain with the seller until the date of closing.
13. Any additional terms:

14. No modification of this agreement will be effective unless it is in writing and is signed by both the buyer and seller. This agreement binds and benefits both the buyer and seller and any successors. Time is of the essence of this agreement. This document, including any attachments, is the entire agreement between the buyer and seller. This agreement is governed by the laws of the State of _____ .

Dated: _____ , 20 _____

Signature of Seller

Printed Name of Seller

DBA

Name of Business

A(n) _____ (type of business)

State of Operation _____

Signature of Buyer

Printed Name of Buyer

State of _____

County of _____

On _____ , 20 _____ , _____ personally came before me and, being duly sworn, did state that he or she is the person who owns the business described in the above document and that he or she signed the above document in my presence on behalf of the business and on his or her own behalf.

Signature of Notary Public

Notary Public, In and for the County of _____
State of _____

My commission expires: _____, 20 _____

Notary Seal

State of _____
County of _____

On _____, 20 _____, _____ personally
came before me and, being duly sworn, did state that he or she is the person described in the
above document as the buyer and that he or she signed the above document in my presence.

Signature of Notary Public

Notary Public, In and for the County of _____
State of _____

My commission expires: _____, 20 _____

Notary Seal