

# LETTER OF INTENT

To: \_\_\_\_\_

From: \_\_\_\_\_

Subject: \_\_\_\_\_

## Introduction:

This Letter of Intent ("LOI") sets forth the general terms and conditions under which the undersigned intends to negotiate and enter into a definitive agreement for the purchase of the assets, property, or business described herein (the "Transaction"). This LOI is intended as a basis for further discussions and is non-binding except as expressly provided herein.

## 1. Parties:

Buyer: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_ Phone/Email: \_\_\_\_\_

Seller: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_ Phone/Email: \_\_\_\_\_

## 2. Description of Transaction:

The Buyer intends to purchase and the Seller intends to sell the following assets/business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 3. Purchase Price and Terms:

The proposed purchase price for the Transaction is \$\_\_\_\_\_. Payment terms and schedule are subject to negotiation and final agreement.

## 4. Due Diligence:

Buyer shall have a period of \_\_\_\_\_ to conduct due diligence investigations of the Seller's assets, liabilities, operations, and legal compliance. Seller agrees to provide reasonable access to information and personnel necessary for Buyer's review.

## 5. Confidentiality:

Both parties agree to keep confidential and not disclose to any third party any non-public information obtained during negotiations, except as required by law or as necessary to advisors under confidentiality obligations.

## 6. Exclusivity:

Seller agrees that for a period of \_\_\_\_\_ after the date of this LOI, Seller will not solicit, negotiate, or enter into agreements with any third party relating to the sale or disposition of the Transaction assets or business.

**7. Closing Conditions:**

The parties' obligations to close the Transaction shall be subject to the satisfaction of customary closing conditions, including but not limited to: approval by Buyer's board of directors, receipt of all necessary consents and approvals, and the absence of any material adverse change.

**8. Expenses:**

Each party shall bear its own expenses incurred in connection with the negotiation, drafting, and execution of this LOI and any definitive agreement, including attorneys' fees.

**9. Binding Provisions:**

Except for Sections 5 (Confidentiality), 6 (Exclusivity), 8 (Expenses), 9 (Binding Provisions), and 10 (Governing Law), which are intended to be legally binding and enforceable, this LOI is non-binding and does not create any obligation to consummate the Transaction.

**10. Governing Law:**

This LOI shall be governed by, and construed in accordance with, the laws of the State of \_\_\_\_\_, without regard to its conflict of law principles.

**11. Termination:**

This LOI will automatically terminate upon execution of a definitive agreement or upon mutual written agreement of the parties. Either party may terminate this LOI by written notice to the other.

**BUYER'S SIGNATURE**

**SELLER'S SIGNATURE**

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

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

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