

# OFFER TO PURCHASE BUSINESS

Location: \_\_\_\_\_ Offer Expiration Date: \_\_\_\_\_

## Buyer Information:

Full Legal Name: \_\_\_\_\_

Business Name (if applicable): \_\_\_\_\_

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

Phone/Email: \_\_\_\_\_

## Seller Information:

Full Legal Name: \_\_\_\_\_

Business Name (if applicable): \_\_\_\_\_

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

Phone/Email: \_\_\_\_\_

## Business Description:

## Purchase Price and Payment Terms:

Purchase Price: \_\_\_\_\_ USD

Deposit Amount (if any): \_\_\_\_\_ USD

Balance Due at Closing: \_\_\_\_\_ USD

Payment Method and Schedule: \_\_\_\_\_

## Assets Included in Sale:

## Liabilities and Obligations:

## Closing and Possession:

The Closing of the sale shall take place at a mutually agreed location. Possession and ownership of the Business, including all included assets, shall transfer to Buyer upon Closing. Buyer shall be responsible for all costs, expenses, and risks related to the Business from the date of possession.

**Representations and Warranties of Seller:**

Seller represents and warrants that Seller is the sole legal and beneficial owner of the Business and has full authority to sell. The Business is free from all liens, claims, and encumbrances except as disclosed in writing. All financial statements and information provided to Buyer are true, complete, and correct. Seller has complied with all applicable laws and regulations. Seller makes no other warranties except as expressly stated.

**Representations and Warranties of Buyer:**

Buyer represents and warrants that Buyer has full authority and capacity to enter into this Agreement, has conducted all desired due diligence, and is purchasing the Business in its current condition, AS-IS, WHERE-IS, without reliance on any other representations except those expressly contained herein.

**Confidentiality:**

The parties agree to keep all negotiations, terms, and proprietary information confidential and not disclose to any third party except as required by law or to professional advisors under confidentiality protections.

**Default and Remedies:**

If either party materially breaches this Agreement and fails to cure within a reasonable period after written notice, the non-breaching party may terminate this Agreement and pursue all remedies available at law or in equity, including specific performance.

**Governing Law and Jurisdiction:**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of law provisions. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Entire Agreement and Amendments:**

This Agreement constitutes the entire agreement between the parties regarding the Business sale and supersedes all prior negotiations and understandings. Any amendments or modifications must be in writing and signed by both parties.

**Severability:**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**Counterparts and Signatures:**

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together constitute one agreement. Electronic signatures and PDF copies shall be valid and binding.

**BUYER'S SIGNATURE**

**SELLER'S SIGNATURE**

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

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

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