

AGREEMENT FOR SALE OF BUSINESS

THIS AGREEMENT made this ___ day of _____, _____.

BETWEEN:

[NAME OF SELLER]
[business address of Seller]
(hereinafter referred to as the "Seller")

OF THE FIRST PART

- and -

[NAME OF BUYER]
[business address of Buyer]
(hereinafter referred to as "Buyer")

OF THE SECOND PART

WHEREAS:

- A. Seller carries on the business of _____, under the name of [Name of Business] (the "Business"), at [insert the address of the Business] (the "Premises").
- B. Seller wishes to sell the Business to Buyer, and Buyer wishes to purchase the Business, on the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. EXHIBITS

1.01 The Exhibits hereto are incorporated into and form part of this Agreement.

2. SALE OF BUSINESS

2.01 Subject to the terms and conditions of this Agreement, Seller agrees to sell, and Buyer agrees to purchase from Seller, the Business (including the Premises and all other assets of the business as listed on Exhibit A), for the total sum of [INSERT PURCHASE PRICE IN WORDS] DOLLARS (\$#####.##) (the "Purchase Price"). The Purchase Price shall be allocated among the assets of the Business as follows:

(a)	Premises	###.##
(b)	Equipment	###.##
(c)	Furnishings	###.##
(d)	Inventory / stock in trade	###.##
(e)	Accounts receivable	###.##
(f)	Good will	###.##
(g)	Outstanding contracts	###.##

TOTAL: \$###.##

2.02 Seller shall sell the Business to Buyer free from all liabilities, claims and indebtedness, except as set out in the Balance Sheet attached as Exhibit B.

2.03 The Purchase Price will be paid by Buyer as follows:

(a)	Earnest money (upon signing of the Agreement)	###.##
(b)	Down payment	###.##
(c)	Promissory Note	###.##
(d)	Balance due on Closing	###.##

TOTAL:

###.##

2.04 Seller acknowledges receipt of the earnest money deposit in the amount of \$_____ from Buyer. If the transaction contemplated by this Agreement is not completed for any valid reason, the earnest money deposit will be returned to Buyer without penalty or interest.

3. PROMISSORY NOTE

3.01 The Promissory Note given by Buyer will bear interest at the rate of _____ percent (##%) per year, payable _____ [set out how the note will be payable, e.g. monthly, quarterly, yearly, etc] in equal installments of \$###.##, with the first payment due on _____. Buyer shall have the option to prepay the amount of the Promissory Note, in whole or in part, at any time without limitation or penalty.

4. CLOSING

4.01 The purchase and sale of the Business will close on the _____ day of _____, _____ at _____ o'clock a.m. / p.m. at [address], in the City of [city], State of [state], Australia, or at such other time and place as the parties may agree. (the "Closing").

4.02 At the Closing, and upon payment by Buyer of the balance of the Purchase Price due upon Closing, Seller will deliver or cause the following to be delivered to Buyer:

- (a) Bill of Sale for all equipment, inventory, parts, supplies and other personal property being transferred as part of the assets of the Business;
- (b) Warranty Deed for the Premises and for any other real estate being transferred as part of the assets of the Business;
- (c) all accounting books, tax statements and financial records of the Business;
- (d) the customer and supplier lists of the Business;
- (e) [list any other documents, transfer deeds, leases, etc to be provided by Seller]

4.03 The Purchase Price shall be adjusted at Closing for the following items:

- (a) Changes to inventory since the date of this Agreement;
- (b) Payroll and payroll taxes;
- (c) Rental and lease payments;
- (d) Property taxes;
- (e) Utilities;
- (f) Insurance premiums;
- (g) [list any other adjustments to be made]

4.04 *[if the sale includes the sale of inventory]*: Prior to Closing, Seller will provide Buyer with a completed Bulk Transfer Affidavit containing a complete list of all creditors of Seller, together with the amount claimed to be due each creditor.

5. REPRESENTATIONS AND WARRANTIES OF SELLER

5.01 Seller hereby represents and warrants to Buyer that (i) Seller is duly qualified under the laws of the State of _____ to carry on the Business, and (ii) Seller has complied with and is not in violation of any laws or regulations affecting the Business.

THIS IS AN 8-PAGE DOCUMENT.