

DOMAIN NAME PURCHASE AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF PURCHASER]

[address]
(the "Purchaser")

- and -

[NAME OF SELLER]

[address]
(the "Seller")

WHEREAS Seller owns the registration rights to the Internet domain name _____ [*insert the domain name*] (the "Domain Name"), currently registered with _____ [*insert name of registrar*] (the "Registrar");

AND WHEREAS Purchaser desires to purchase the registration rights to the Domain Name, and Seller desires to sell such rights to Purchaser, on the terms and conditions set forth in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that 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 hereby agree as follows:

1. **Purchase of Domain Name:** In consideration of the payment to be made hereunder by Purchaser, Seller hereby sells, assigns and transfers to Purchase all of Seller's right, title and interest in and to the Domain Name, including all associated goodwill (the "Rights"). Seller warrants that the name has been properly registered with the Registrar. Purchaser shall hereafter be responsible for all registration and renewal fees due to the Registrar. Purchaser agrees to pay to Seller \$_____ (the "Purchase Price"), by no later than _____ [*insert closing date*] (the "Closing Date"). If the Purchase Price is not received in full by Seller by the Closing Date, which nonpayment shall constitute a material breach of this Agreement, Seller reserves the right to cancel this Agreement and to sell the Domain Name to any interested third party at such purchase price and on such terms and conditions as Seller shall deem acceptable. All payments, including receipt of any cheque, bank draft or money order from Purchaser, shall not satisfy the payment obligations of Purchaser under this Agreement until Seller has received the full amount of the Purchase Price.

2. **Transfer of the Rights:** Within ____ days of receipt of the Purchase Price from Purchaser, Seller shall authorize and instruct the Registrar, and do all things and sign all documents required by the Registrar, to transfer the registration of the Domain Name from Seller to Purchaser. Purchaser shall provide Seller with the necessary information to complete the transfer, including but not limited to, administrative and technical contact information and the required DNS data.

3. **Limited Trade Mark Liability:**

(a) Seller has not investigated or performed any searches regarding the Domain Name's resemblance to a nationally or internationally registered trade mark or service mark. Purchaser is hereby advised to conduct such searches as may be appropriate. Purchaser acknowledges that it has read and agrees to be bound by ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") found on the Internet at <http://www.icann.org/udrp/udrp.htm> ("ICANN") and agrees that it shall defend and hold Seller and its agents, employees and representatives harmless against all claims, suits or other legal actions, as well as any losses, costs and fees, arising out of

or related to the non-conformity of the Domain Name with UDRP governing rules or any other rights in the Domain Name claimed by any third party.

THIS IS A 3-PAGE FORM.