

## DOMAIN NAME PURCHASE AGREEMENT

This Agreement is made effective as of the date below (the "Effective Date") by and between [PURCHASER] (the "Purchaser") and [VENDOR] (the "Vendor"). Vendor owns the registration rights to the Internet domain name [domain name] (the "Domain Name"), registered with an Internet registrar [REGISTRAR] (the "Registrar"). Purchaser desires to purchase the registration rights to the Domain Name, and Vendor 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, Vendor hereby sells, assigns and transfers to Purchase all of Vendor's right, title and interest in and to the Domain Name, including all associated goodwill (the "Rights"). Vendor 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 Vendor \$\_\_\_\_\_ (the "Purchase Price"), by no later than [closing] (the "Closing Date"). If the Purchase Price is not received in full by Vendor by the Closing Date, which nonpayment shall constitute a material breach of this Agreement, Vendor reserves the right to deem this Agreement canceled and to sell the Domain Name to any interested third party at whatever purchase price Vendor shall deem acceptable. All payments, including receipt of any check, bank draft or money order from Purchaser, shall not satisfy the payment obligations of Purchaser under this Agreement until Vendor is in receipt of the full amount of the Purchase Price.