

ASSET PURCHASE AGREEMENT

Location: _____ Date: _____

Seller Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Buyer Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Asset Information:

Description of Assets: _____

Serial Numbers / Identifiers: _____

Condition of Assets: _____

Purchase Price and Payment Terms:

Purchase Price: _____ USD

Payment Method and Schedule: _____

Clause 1 – Agreement to Sell and Purchase

Seller agrees to sell, transfer, and assign to Buyer, and Buyer agrees to purchase from Seller, all rights, title, and interest in and to the assets described herein, free and clear of all liens, claims, and encumbrances, subject to the terms and conditions set forth in this Agreement.

Clause 2 – Description of Assets

The assets subject to this Agreement include all tangible and intangible property listed or described in the attached Schedule A, which is incorporated herein by reference.

Clause 3 – Purchase Price

The total purchase price for the assets shall be the amount specified above, payable as set forth in this Agreement. The purchase price is exclusive of any taxes, fees, or other charges imposed by governmental authorities.

Clause 4 – Payment Terms

Buyer shall pay the purchase price in accordance with the payment schedule set forth herein. All payments shall be made by wire transfer, cashier's check, or other immediately available funds acceptable to Seller.

Clause 5 – Closing

The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the time and place

mutually agreed upon by the parties. At Closing, Seller shall deliver to Buyer all documents necessary to transfer ownership of the assets.

Clause 6 – Representations and Warranties of Seller

Seller represents and warrants to Buyer that: (a) Seller is the sole legal owner of the assets and has full authority to sell; (b) the assets are free from all liens, claims, and encumbrances; (c) the assets conform to the descriptions provided; and (d) there is no pending litigation relating to the assets.

Clause 7 – Representations and Warranties of Buyer

Buyer represents and warrants that Buyer has full authority to enter into this Agreement and perform its obligations hereunder and that the execution and delivery of this Agreement have been duly authorized.

Clause 8 – Condition of Assets; AS IS, WHERE IS

The assets are sold AS IS, WHERE IS, with all faults and without any warranties except as expressly set forth in this Agreement. Buyer acknowledges having had the opportunity to inspect the assets prior to Closing.

Clause 9 – Taxes and Fees

Buyer shall be responsible for all sales, use, transfer, excise, and other taxes or fees arising from the sale and transfer of the assets, except for taxes based on Seller's income or ownership.

Clause 10 – Risk of Loss

Risk of loss or damage to the assets shall pass to Buyer upon Closing. Seller shall maintain the assets in substantially the same condition until Closing, ordinary wear and tear excepted.

Clause 11 – Indemnification

Seller shall indemnify, defend, and hold Buyer harmless against any losses, claims, damages, or liabilities arising out of Seller's breach of this Agreement. Buyer shall indemnify Seller against any claims arising from Buyer's ownership or use of the assets after Closing.

Clause 12 – Confidentiality

The parties agree to keep confidential the terms of this Agreement and any proprietary information exchanged in connection herewith, except as required by law or agreed in writing.

Clause 13 – Default and Remedies

If either party breaches this Agreement, the non-breaching party may pursue all remedies available at law or in equity, including specific performance and damages.

Clause 14 – Governing Law and Venue

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

Clause 15 – Entire Agreement; Amendments

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings. Any amendments or modifications must be in writing and signed by both parties.

Clause 16 – Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Clause 17 – Assignment

Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

Clause 18 – Notices

All notices required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, overnight courier, or electronic means with confirmed receipt, to the addresses set forth above or such other address as either party may designate.

Clause 19 – Waiver

No waiver of any breach or default shall constitute a waiver of any other breach or default, nor shall any waiver be effective unless in writing signed by the waiving party.

Clause 20 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which constitute one and the same instrument. Electronic signatures shall be deemed to have the same legal effect as original signatures.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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