

SIMPLE STOCK PURCHASE AGREEMENT

Location: _____ Date: _____

Seller Information:

Full Legal Name: _____

Federal Tax ID / SSN: _____

Address: _____

Phone/Email: _____

Buyer Information:

Full Legal Name: _____

Federal Tax ID / SSN: _____

Address: _____

Phone/Email: _____

Stock Information:

Company Name: _____

Number of Shares to be Purchased: _____

Class/Series of Shares: _____

Purchase Price and Payment Terms:

Price Per Share: _____ USD

Total Purchase Price: _____ USD

Payment Method: _____

1. Purchase and Sale

Subject to the terms and conditions of this Agreement, Seller agrees to sell, assign, transfer, and deliver to Buyer, and Buyer agrees to purchase from Seller, the Shares, free and clear of all liens, claims, and encumbrances.

2. Closing

The closing of the purchase and sale of the Shares (the "Closing") shall occur at a mutually agreed location upon satisfaction of all conditions precedent set forth in this Agreement.

3. Representations and Warranties of Seller

Seller represents and warrants to Buyer that Seller is the sole owner of the Shares, has full power and authority to enter into this Agreement and consummate the transactions contemplated hereby, and that the Shares are free and clear of any pledge, lien, security interest, charge, or encumbrance.

4. Representations and Warranties of Buyer

Buyer represents and warrants to Seller that Buyer has full power and authority to enter into this Agreement and consummate the transactions contemplated hereby, and has sufficient funds to complete the purchase.

5. Conditions Precedent

The obligations of Buyer and Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver of certain conditions precedent including, but not limited to, the accuracy of representations and warranties, delivery of required documents, and absence of any legal injunction or restraining order.

6. Covenants

Each party agrees to execute and deliver such further documents and take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

7. Transfer of Shares

Seller shall deliver to Buyer certificates evidencing the Shares, duly endorsed for transfer or accompanied by duly executed stock powers, free and clear of all liens, claims, and encumbrances.

8. Indemnification

Each party agrees to indemnify and hold harmless the other party from and against any losses, damages, liabilities, costs, or expenses arising from any breach of the representations, warranties, or covenants contained in this Agreement.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements, whether written or oral.

11. Amendments and Waivers

No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

12. Severability

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

13. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Notices

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail (return receipt requested), or by electronic mail with confirmation of transmission.

15. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy.

16. Headings

Headings are for reference purposes only and shall not affect the interpretation of this Agreement.

17. Further Assurances

Each party agrees to take all further actions and execute all additional documents reasonably necessary to effectuate the purposes of this Agreement.

18. Assignment

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

19. Waiver of Jury Trial

Each party hereby waives any right to a trial by jury in any action or proceeding arising out of or relating to this Agreement.

20. Signatures

The parties have executed this Agreement as of the date first set forth above.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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