

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is entered into as of the

_____ day of _____ ,
20 _____ , by and between:

Seller:

Name: _____

Address: _____

City, State, ZIP: _____

Buyer:

Name: _____

Address: _____

City, State, ZIP: _____

RECITALS

WHEREAS, the Seller owns certain assets used in connection with its business; and

WHEREAS, the Buyer desires to purchase and acquire from the Seller, and the Seller desires to sell and transfer to the Buyer, the assets described herein, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained

herein, the parties agree as follows:

1. DEFINITIONS

1.1 "Assets" shall mean the specific assets listed in Exhibit A attached hereto and incorporated by reference.

1.2 "Purchase Price" shall mean the total amount of \$ _____
.

1.3 "Closing Date" shall mean the _____ day of
_____, 20 _____.

1.4 "Effective Date" shall mean the date on which this Agreement is fully executed by both parties.

2. SALE AND PURCHASE OF ASSETS

2.1 Transfer of Assets. Subject to the terms and conditions of this Agreement, the Seller agrees to sell, transfer, and deliver to the Buyer, and the Buyer agrees to purchase from the Seller, all of the Seller's right, title, and interest in and to the Assets.

2.2 Delivery of Assets. The Seller shall deliver the Assets to the Buyer at the location specified in Exhibit C on or before the Closing Date.

3. PURCHASE PRICE AND PAYMENT

3.1 Payment Method. The Purchase Price shall be paid by the Buyer to the Seller in the following manner: _____.

3.2 Deposit. A non-refundable deposit of \$ _____ shall be paid by the Buyer to the Seller upon execution of this Agreement, which shall be applied towards the Purchase Price at Closing.

4. REPRESENTATIONS AND WARRANTIES

4.1 Seller's Representations. The Seller represents and warrants that it has good and marketable title to the Assets, free and clear of all liens, claims, and encumbrances, and that the Assets are in good working condition and comply with all applicable laws and regulations.

4.2 Buyer's Representations. The Buyer represents and warrants that it has the authority to enter into this Agreement and perform its obligations hereunder, and that it has sufficient funds to pay the Purchase Price.

5. LIABILITIES

5.1 Assumed Liabilities. The Buyer shall assume only those liabilities specifically listed in Exhibit B attached hereto.

5.2 Excluded Liabilities. The Seller shall retain all liabilities not expressly assumed by the Buyer.

6. CONDITIONS PRECEDENT

6.1 The obligations of the parties to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions:

_____ .

6.2 Due Diligence. The Buyer shall have completed its due diligence investigation of the Assets to its satisfaction.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ . Any disputes arising under this Agreement shall be resolved in the courts located in _____ County, State of _____ .

8. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed, and the remaining provisions shall continue in full force and effect.

9. ENTIRE AGREEMENT

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

10. NOTICE

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

To Seller:

To Buyer:

11. AMENDMENT

This Agreement may be amended only by a written agreement signed by both parties.

12. DEFAULT AND REMEDIES

12.1 In the event of a default by either party, the non-defaulting party shall be entitled to pursue any and all remedies available at law or in equity, including specific performance and damages.

13. TERMINATION

13.1 This Agreement may be terminated by mutual written consent of the parties or by either party if the Closing has not occurred by the Closing Date, provided that the terminating party is not in breach of any of its obligations under this Agreement.

14. CONFIDENTIALITY

14.1 The parties agree to keep the terms of this Agreement and all related information confidential, except as required by law or as necessary to enforce this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Seller:

Signature: _____

Date: _____

Print Name: _____

Buyer:

Signature: _____

Date: _____

Print Name: _____

Witness:

Signature: _____

Date: _____

Print Name: _____

Notary Public:

Signature: _____

Date: _____

Print Name: _____

Commission Number: _____