

OFFER TO PURCHASE

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

1. The Buyer agrees to purchase from the seller the business described including all equipment, fixtures, goodwill, inventory, trademarks, trade names and leasehold rights of that business known as:

and located at: \_\_\_\_\_

2. The purchase price of \$\_\_\_\_\_ shall be paid as follows:

- \$\_\_\_\_\_ Deposit on the date of this agreement and to be included in the down payment.
\$\_\_\_\_\_ Additional deposit upon acceptance by Seller and to be included in the down payment.
\$\_\_\_\_\_ Balance of the down payment to be due at the closing in cash or certified check.
\$\_\_\_\_\_ Total Down Payment
Assumption of an existing obligation payable as follows: \$\_\_\_\_\_ per month (including \$\_\_\_\_\_ interest).
Assumption of an existing obligation payable as follows: \$\_\_\_\_\_ per month (including \$\_\_\_\_\_ interest).
Balance to Seller payable as: \$\_\_\_\_\_ or more per month (including \_\_\_\_\_ % interest).
Additional terms: \_\_\_\_\_
\$\_\_\_\_\_ Total Purchase Price

3. The closing shall take place at \_\_\_\_\_ o'clock \_\_\_\_\_ A.M. \_\_\_\_\_ P.M. on \_\_\_\_\_, \_\_\_\_\_ at the office of \_\_\_\_\_ Closing costs shall be shared equally by the Buyer and Seller.

4. The full purchase price shall include inventory of \$\_\_\_\_\_ at Seller's cost. If the actual amount is more or less, the purchase price and the balance owed to the Seller shall be adjusted accordingly.

- However in no event shall the inventory amount exceed \$\_\_\_\_\_
At Sellers cost and paid direct to Seller and in addition to purchase price.
\_\_\_\_\_

5. Seller warrants that all the time physical possession of the business is delivered to the Buyer, all the equipment will be in working order and that premises will pass all inspections necessary to conduct the business.

6. The Buyer and Seller agree to execute all documents necessary to conclude this transaction, including, where applicable, such documents as are necessary to comply with the Bulk Transfer provisions of the Uniform Commercial Code.

7. This document contains the entire understanding of the parties and there are no oral agreements, understandings or representations relied upon by the parties. Any modifications must be in writing and signed by all parties.

8. The Seller warrants that here is a clear and marketable title to the business being sold except as mentioned above.

9. Seller shall deliver to the Buyer a valid lease or assignment of the lease for a period of \_\_\_\_\_ years, at a rental of \$\_\_\_\_\_ per month. Other terms of the lease: \_\_\_\_\_

10. The following adjustments and prorations shall be made at the closing, rent, security deposits, \_\_\_\_\_ and \_\_\_\_\_

11. The sales tax on fixtures and equipment, if any, shall be paid for by the Buyer.

12. In case any litigation is necessary to collect any sum due the Broker, the Buyer and Seller, jointly and severally, agree to pay the expenses incurred by the Broker in connection with such suit, including attorney's fees.

13. If the seller fails to accept this agreement on presentation, then the Buyer may revoke this agreement.

ALL DEPOSITS SHALL BE HELD BY THE BROKER WHO, AT ITS OPTION, MAY HOLD THE BUYER'S DEPOSIT CHECK IN AN UNCASHED FORM UNTIL ALL OF THE CONTINGENCIES OF THIS SALE HAVE BEEN SATISFIED

PURCHASER AND SELLER INDIVIDUALLY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

THIS IS A LEGALLY BINDING DOCUMENT. READ IT CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONSULT AN ATTORNEY. THE BROKER IS NOT AUTHORIZED TO GIVE LEGAL ADVICE.

PURCHASER hereby agrees to buy on the terms set forth above.

The Seller agrees to sell on the terms set forth above.

Dated: \_\_\_\_\_ Time: \_\_\_\_\_

Dated: \_\_\_\_\_ Time: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

CORP. NAME: \_\_\_\_\_

SELLER: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Telephone \_\_\_\_\_