



BUSINESS PURCHASE AGREEMENT

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1. PARTIES:

SELLER(s)

Business Name: _____

Business Address: _____

City, Zip, County: _____

Email: _____ Phone: _____

BUYER

Buyer's Name: _____

Buyer's Address: _____

City, Zip, County: _____

Email: _____ Phone: _____

2. SALES PRICE:

(a) **Cash Portion:** (Total Cash Amount)..... \$ _____

(b) **Loan Amount:** (Third Party Financing)..... \$ _____

(c) **Sales Price:** (The sum of 2A and 2B)..... \$ _____

3. FINANCING TERMS:

 The amount described in Section 2B shall be paid as follows (select applicable options):

(a) **Assumption of Promissory Note:** Buyer agrees to assume the unpaid principal balance of an existing promissory note payable to _____, with a balance of \$ _____ as of _____ at closing. The first payment will be due after closing. Any variance in the loan balance exceeding \$250.00 will adjust the cash payable at closing. If the noteholder requires modifications unacceptable to Buyer or refuses the assumption, Buyer may terminate the contract, with the purchase deposit money refunded.

(b) **Assumption of Equipment Leases:** Buyer will assume Seller's equipment lease obligations totaling \$ _____. If there is a significant variance exceeding \$250.00, the cash payable at closing or the Buyer's note to Seller will be adjusted. If the lessor refuses the assumption, Buyer may terminate the contract, with the purchase deposit money refunded.

(c) **Third-Party Financing:** Buyer shall apply for third-party financing to obtain the amount described. Buyer must provide Seller with a copy of a preliminary loan approval letter no later than _____ days after the effective date of this Contract. If the letter is not provided to Seller by this date, Seller may terminate the Contract. Seller agrees to timely provide any information requested by the lender to facilitate the loan application. If financing is not obtained within _____ days from the effective date, this Contract shall terminate, and the purchase deposit money shall be refunded to Buyer

(d) **Seller Financing:** Buyer will issue a secured promissory note to Seller for \$_____, with terms as follows:

- **Single Payment Note:** Principal and interest due in a single payment _____ days from the note date; or
- **Installment Payments:** Payments of \$_____, starting _____ days from the note date, continuing monthly for _____ months until the balance is due. Prepayments are allowed without penalty and will apply to the last maturing principal. The lien for this note will be subordinate to any other lien noted in Sections 3A, 3B, or 3C.

Buyer will provide a financial statement within 7 days of the contract's effective date. If deemed unsatisfactory, Seller may terminate the contract within 5 days of receipt, refunding the purchase deposit money. Buyer authorizes a credit report to be provided to Seller.

4. PURCHASE DEPOSIT:

Delivery of Purchase Deposit: Within three (3) days after the Effective Date, Buyer must deliver purchase deposit money to (Escrow Agent) _____ at (Address) _____ in the amount of \$_____. The purchase deposit money shall be payable to the Escrow Agent and may be paid via separate or combined payment.

1. **Additional Purchase Deposit Money:** Buyer shall deliver additional Purchase Deposit Money in the amount of \$_____ to Escrow Agent within _____ days after the Effective Date of this contract.
2. **Timing Extensions:** If the deadline for delivering the purchase deposit or additional purchase deposit falls on a Saturday, Sunday, or legal holiday, the deadline is extended to the next business day.
3. **Application of Funds:** The amounts received by the Escrow Agent under this paragraph shall first be applied to the purchase money, followed by any additional purchase money.
4. **Authorization for Release:** Buyer authorizes Escrow Agent to release the purchase deposit money to Seller without further notice or consent and releases Escrow Agent from liability for its delivery. The purchase deposit money will be credited toward the purchase price at closing.

5. DUE DILIGENCE PERIOD:

A. For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the due diligence fee within the stipulated time, Seller grants Buyer the right to conduct due diligence and terminate this contract by giving notice to Seller within _____ days after the Effective Date of this contract (Due Diligence Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the business is located) on the specified date. If Buyer provides notice of termination within the prescribed period: (i) any paid due diligence fee will not be refunded, and Escrow Agent shall release any due diligence fee remaining with Escrow Agent to Seller; and (ii) any purchase deposit money will be refunded to Buyer.

B. Within three (3) days after the Effective Date, Buyer must deliver the due diligence fee of \$_____ to the Escrow Agent. The due diligence fee shall be made payable to the Escrow Agent and may be paid separately or combined in a single payment.

C. FAILURE TO TIMELY DELIVER purchase deposit MONEY: If Buyer fails to deliver the purchase deposit money within the required time, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the purchase deposit money.

D. FAILURE TO TIMELY DELIVER DUE DILIGENCE FEE: If no amount is stated as the due diligence fee or if Buyer fails to deliver the due diligence fee within the required time, Buyer will not have the right to terminate this contract under this paragraph.

E. TIME: Time is of the essence for this paragraph, and strict compliance with the specified timelines is required.

6. ASSETS INCLUDED: The following assets are included in the sale (check all that apply):

- Business trade name
- Domain name(s)
- Website(s)
- Furniture, fixtures, and equipment
- Leasehold improvements
- Lease rights
- Contract rights
- On-hand inventory
- Business and telephone numbers
- Customer list
- Computer software
- LLC: _____
- DBA: _____
- Other: _____

7. ASSETS EXCLUDED: The following assets are excluded from the sale (check all that apply):

- Cash on hand
- Accounts receivable
- Lease deposit
- Utility deposits
- Other: _____

8. INVENTORY, TRADE RECEIVABLES, AND WORK IN PROCESS:

A. The sales price may be adjusted based on variations in:

- (a) Inventory included in the sale at \$_____. Buyer and Seller will determine the actual value at closing, with adjustments made accordingly.
- (b) Trade accounts receivable less trade accounts payable.
- (c) Completed work in process profit.

B. Any price adjustment under section 8A will be applied to either:

- (a) Cash due at closing, or
- (b) The principal amount of the Buyer's promissory note to Seller.

C. Buyer and Seller shall determine inventory value jointly before the closing date, using:

- (a) Original invoice costs, or
- (b) _____% of retail price, or
- (c) A professional inventory firm.

D. Costs for employing a professional inventory firm or consultant will be shared equally by Buyer and Seller.

9. Legal Fees: Legal fees associated with this transaction shall be paid by:

- Buyer
- Seller
- Buyer & Seller will split lawyer fees 50/50
- Buyer & Seller shall divide lawyer fees in such manor: _____

10. Certified Valuation Fee

The cost of obtaining a certified valuation of the business shall be paid by:

Buyer Seller Buyer & Seller will split lawyer fees 50/50. The valuation will be conducted by a third-party company, _____. This valuation is performed to determine the fair market value of the business, ensure transparency in the transaction, and expedite the lending process, if applicable. The party responsible for this fee agrees to pay the valuation provider directly or reimburse the other party upon presentation of an invoice.

The Buyer and Seller agree that no formal valuation will be conducted. The purchase price is mutually negotiated and accepted based on their due diligence.

11. LEASE: Check one the at applies

A. Seller agrees to transfer the existing lease to Buyer and will obtain the landlord's written consent if required. This transfer may be an assignment or sublease. Buyer shall promptly provide all necessary information, including financial statements, credit references, and resumes, as requested by the landlord. If required, Buyer agrees to participate in an interview with the landlord to secure consent. At closing, Buyer will reimburse Seller for any lease deposits not refunded by the landlord, which will be transferred from Seller to Buyer. If Buyer is an entity, its direct legal owner(s) shall guarantee the tenant obligations under the lease. This Earmest Money Contract is conditioned upon Landlord's written consent to the following revisions, amendments, or extensions to Seller's existing lease:

B. This contract is contingent on Buyer securing a new lease under terms acceptable to Buyer.

If Buyer fails to obtain a satisfactory lease under either option A or B, this contract shall terminate, and the purchase deposit money will be refunded to Buyer, less any expenses incurred on Buyer's behalf.

12. NON-COMPETE AGREEMENT: At closing, Seller and its direct legal owners agree to sign a non-compete covenant, prohibiting them from engaging in any similar business as an employee, partner, owner, stockholder, or in any other capacity within a 10-mile radius of the current business location for a period of _____ years from the Closing Date.

13. TRAINING: Seller or their representative will provide Buyer with comprehensive training covering all aspects of the business at no additional cost. Training will commence immediately after closing and continue for _____ calendar days. Seller will also offer consulting by telephone, as needed, for an additional _____ days.

14. CLOSING DATE: The sale shall be closed on or before _____

15. POSSESSION DATE: Buyer will take possession of the business at closing. The business assets will be delivered in their current condition, accounting for ordinary wear and tear.

16. EFFECTIVE DATE: The effective date of the sale shall be the date of closing and funding, unless otherwise agreed upon in writing.

17. PRORATIONS: The following items will be prorated as of the Closing Date: rent, taxes, and other applicable expenses.

18. ASSUMED LIABILITIES: Buyer shall assume the following liabilities as of the Closing Date (select applicable):

- None
- Other: _____
- These liabilities shall be guaranteed by Buyer and, if applicable, the direct legal owner(s) of Buyer.

19. WARRANTY: Seller warrants that at closing:

(a) The business and assets being sold will be transferred to Buyer free and clear of all debts, encumbrances, and taxes (including payroll, sales, and excise taxes), except for any debts explicitly assumed by Buyer as outlined in this agreement.

(b) The business complies with all applicable laws, regulations, and rules governing its operation and facilities.

(c) At the time of delivery of physical possession to Buyer, all equipment will be in working order, and the premises will meet all required inspections for business operations.

20. CASUALTY LOSS: If any part of the business or its assets are damaged or destroyed by fire or other casualty loss, Seller shall restore them to their prior condition as soon as reasonably possible, but no later than the Closing Date. If Seller is unable to complete the restoration by the Closing Date through no fault of their own, this contract shall terminate, and the purchase deposit money will be refunded to Buyer without any broker's fee due.

21. DEFAULT:

A. Buyer's Default: If Buyer fails to fulfill their obligations, Seller may either:

- (a) Enforce specific performance of this contract; or
- (b) Terminate the contract and claim the purchase deposit money as liquidated damages, after covering any costs incurred by the Escrow Agent. The Escrow Agent shall disburse half of the purchase deposit money to Seller and half to the Broker, but not exceeding the Broker's fee specified in the listing agreement.

B. Seller's Default: If Seller fails to comply due to reasons other than those outlined (e.g., inability to transfer lease or secure creditor approval without fault), Buyer may:

- (a) Terminate the contract and receive a refund of the purchase deposit money after deducting any costs by the Escrow Agent, thereby releasing Seller from the contract; or
- (b) Enforce specific performance of the contract; or
- (c) Seek other legal remedies as applicable.

C. Completion Blocked by Buyer's Default: If Buyer's default prevents completion and Seller opts for specific performance, the Broker's fee is payable only when Seller collects damages through legal action, settlement, or other means. The Broker's fee shall not exceed one-half of the recovered amount, post-expenses, and shall not exceed the fee outlined in the listing agreement.

22. ATTORNEY'S FEES AND COURT COSTS: Any party to this contract who prevails in any legal action related to this contract or transaction shall be entitled to recover reasonable attorney's fees and court costs from the non-prevailing party. The Escrow Agent, acting as an interpleader, shall not be responsible for court costs or attorney's fees and is entitled to recover such costs incurred from any interpleaded amount.

23. ESCROW AGENT: To facilitate the closing of this transaction, an Escrow Agent shall be appointed to manage the receipt, deposit, and distribution of funds, perform a lien and tax search, engage a licensed attorney to prepare closing documents, obtain execution of escrow instructions, oversee document distribution and closing, record necessary documents, and disburse funds. Buyer and Seller agree to share equally the fees and expenses of the Escrow Agent, including attorney's fees for document preparation. purchase deposit money shall be deposited with the Escrow Agent under the following terms:

- (i) The Escrow Agent assumes no liability for the performance or nonperformance of any party.
- (ii) Written authorization from all parties is required for the release of any deposit.
- (iii) The Escrow Agent shall not be held liable for interest or other charges on funds held.
- If any party fails to provide written consent for the release of purchase deposit money unreasonably, that party will be liable to the other parties as outlined in Section 22. At closing, the purchase deposit money will be applied to the Buyer's cash down payment, with any excess refunded to the Buyer. Each party's claim for purchase deposit money is subject to their respective expenses. Unless otherwise agreed, all escrow fees will be split equally between Buyer and Seller.

24. STANDSTILL AGREEMENT: During the term of this contract, Seller shall not, without prior written consent from Buyer, engage in negotiations with any other party regarding the sale of the business, its operating assets, or any equity interest in the business.

25. BROKER'S FEE: [Broker Name] ("Broker") has facilitated this transaction, and Seller agrees to pay the Broker's fee as outlined in the listing agreement between Seller and Broker at the closing of this sale or upon Seller's default.

26. PARTIAL EXECUTION AND OFFER PERIOD: Once signed by one party, this document shall act as an offer or counteroffer until fully executed by all parties. The offer remains open for three (3) calendar days from the date of the latest signature and may be withdrawn only by written notice to the Broker prior to acceptance by the other party.

27. BENEFIT AND SURVIVAL:

- (a) This contract shall benefit and bind the parties, their heirs, executors, legal representatives, successors, and assigns.
- (b) Amendments or modifications to this contract must be made in writing.
- (c) The invalidity of any provision shall not affect the enforceability of other provisions.
- (d) All parties acknowledge active participation in negotiating and drafting this contract, and no provision shall be construed in favor of or against any party based on authorship. All terms, conditions, and obligations in this contract and related documents shall survive closing.

28. CHOICE OF LAW: This contract shall be governed by the laws of the State of Texas and performed in the county where the business is located.

29. SPECIAL CONDITIONS AND CONTINGENCIES: Any special conditions or contingencies applicable to this transaction shall be detailed in an addendum attached to this contract.

30. NOTICE TO BUYER AND SELLER: This agreement is a legally binding contract. Both parties should read it carefully. If there are any parts that are unclear, consult with an attorney. The Broker is not authorized to provide legal or accounting advice. If this contract involves real property, it is recommended that the Buyer have the abstract reviewed by an attorney or obtain a title insurance policy.

31. Real Estate Notice

Biz Broker+ is a business consulting firm specializing in brokering non-real estate transactions. Biz Broker+ has never acted as, and will never act as, a real estate brokerage. However, in transactions involving real estate as part of the business sale, Biz Broker+ ensures that all real estate matters are handled by appropriately licensed professionals in compliance with state and federal regulations.

32. Limitation of Liability Clause

Biz Broker+ ("the Firm") is a business consulting firm that facilitates non-real estate transactions, but is not a brokerage. The Firm is not responsible for any default, negligence, or failure to perform by the buyer, seller, or any other party involved in the transaction.

All parties are solely responsible for fulfilling their contractual obligations. Biz Broker+ does not guarantee the success of the transaction or the performance of any party.

By signing, all parties acknowledge and agree that Biz Broker+ is not liable for any defaults or breaches by any party involved.

33. AGREEMENT OF PARTIES: This contract represents the complete and entire agreement between the parties and may only be modified through a written agreement signed by both parties. The following attachments are part of this contract (check all applicable boxes):

- Proof of Funds
- Pre-approval Letter
- Promissory Note
- Non-Disclosure Agreement
- Franchise Agreement:
- Financial Statements
- Valuation Report
- Inventory and Equipment Valuation
- Asset List
- Lease Assignment
- Non-Compete Agreement
- Intellectual Property Transfer Agreement
- Lien Releases
- Other _____

BROKER INFORMATION
All brokers must print and sign

Listing Firm

Represents Seller only as listing broker
 Both seller and buyer as intermediary

Purchasing Firm

Represents Buyer only as buying broker
 Both buyer and seller as intermediary

Listing Broker Name

Purchasing Broker Name

Broker's Email Broker's Phone

Broker's Email Broker's Phone

Firm Address

Firm Address

City State Zip

City State Zip

Firm Email Firm Phone

Firm Email Firm Phone

Disclosure: Pursuant to a prior, separate agreement between brokers, the Listing Broker has agreed to pay the Other Broker a fee _____. This disclosure is for informational purposes only and does not alter any prior agreement between brokers regarding commission payment or sharing.

DUE DILEGENCE RECEIPT

Receipt of \$ _____ (Due Diligence Fee) in the form of _____ has been received.

Escrow or Authorized Agent Printed Name Signature Date

PURCHASE DEPOSIT RECEIPT

Receipt of \$ _____ purchase deposit money in the form of _____ has been received.

Escrow or Authorized Agent Printed Name Signature Date

CONTRACT RECEIPT

Receipt of the contract being received

Escrow or Authorized Agent Printed Name Signature Date