This Asset Purchase Agreement (the “Agreement”) is made and entered into as of ***[Date]*** (the “Effective Date”), by and between:

**Seller:** ***[Company Name]***, a ***[State]*** ***[entity type, e.g., corporation/LLC]***, with its principal place of business at ***[Address]*** (“Seller”),

and

**Buyer:** ***[Company Name]***, a ***[State]*** ***[entity type]***, with its principal place of business at ***[Address]*** (“Buyer”).

Seller and Buyer may each be referred to as a “Party” and collectively as the “Parties.”

**1. Purchase and Sale of Assets**

1.1 **Transferred Assets.** 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, all of Seller’s right, title, and interest in and to the assets listed on **Exhibit A** (the “Assets”), including without limitation:

* Tangible personal property (equipment, furniture, inventory, supplies).
* Intellectual property (trademarks, copyrights, domain names, software, trade secrets, customer lists).
* Contracts and agreements specifically assumed by Buyer.
* Goodwill associated with the business.

1.2 **Excluded Assets.** The Assets do not include those listed on **Exhibit B** (the “Excluded Assets”), which shall remain the property of Seller.

**2. Assumed Liabilities**

2.1 **Assumed Liabilities.** Buyer shall assume only the liabilities specifically listed on **Exhibit C** (“Assumed Liabilities”).

2.2 **Excluded Liabilities.** Buyer shall not assume any other liabilities or obligations of Seller, including without limitation taxes, debts, or obligations not expressly set forth in Exhibit C.

**3. Purchase Price**

3.1 **Amount.** The purchase price for the Assets shall be $***[amount]*** (the “Purchase Price”), payable as follows:

* $\_\_\_ at Closing (the “Closing Payment”);
* $\_\_\_ payable pursuant to the promissory note attached as **Exhibit D** (if applicable);
* $\_\_\_ in contingent or earn-out payments (if applicable).

3.2 **Purchase Price Allocation.** The Purchase Price shall be allocated among the Assets in accordance with **Exhibit E**, and the Parties agree to file IRS Form 8594 consistently with such allocation.

**4. Closing**

4.1 **Closing Date.** The closing of the transactions contemplated by this Agreement (the “Closing”) shall take place on ***[Date]***, or such other date as the Parties may agree (the “Closing Date”).

4.2 **Deliveries at Closing.**

* Seller shall deliver to Buyer:
	+ A Bill of Sale and Assignment transferring the Assets.
	+ Assignments of intellectual property.
	+ Required third-party consents.
	+ Other instruments reasonably necessary to transfer the Assets.
* Buyer shall deliver to Seller:
	+ The Closing Payment.
	+ Assumption agreement for Assumed Liabilities.
	+ Executed promissory note (if applicable).

**5. Representations and Warranties**

**5.1 By Seller:**

* Seller has good and marketable title to the Assets.
* The Assets are free and clear of all liens and encumbrances.
* Seller has authority to enter into this Agreement.
* The Assets and business have been operated in compliance with applicable laws.

**5.2 By Buyer:**

* Buyer has authority to enter into this Agreement.
* Buyer has sufficient funds or financing to consummate the transaction.

**6. Covenants**

* Seller agrees not to compete with the business transferred for a period of \_\_\_ years within \_\_\_ miles of ***[location]*** (if applicable).
* Seller agrees to assist with the transition, including introducing Buyer to customers, suppliers, and employees.
* Each Party agrees to execute additional documents as reasonably required to effectuate the transaction.

**7. Indemnification**

* Seller shall indemnify and hold harmless Buyer against any losses, damages, or claims arising out of: (i) breaches of Seller’s representations, warranties, or covenants, or (ii) Excluded Liabilities.
* Buyer shall indemnify and hold harmless Seller against any losses, damages, or claims arising out of: (i) breaches of Buyer’s representations, warranties, or covenants, or (ii) Assumed Liabilities.

**8. Miscellaneous**

* **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties.
* **Amendments.** Must be in writing and signed by both Parties.
* **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of ***[State]***.
* **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.

**Signatures**

**Seller:**
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Buyer:**
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibits**

* Exhibit A – Assets
* Exhibit B – Excluded Assets
* Exhibit C – Assumed Liabilities
* Exhibit D – Promissory Note (if applicable)
* Exhibit E – Allocation of Purchase Price