

## PURCHASE AGREEMENT

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This Purchase Agreement (this "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (the "Effective Date") by and between \_\_\_\_\_ located at \_\_\_\_\_ ("Seller") and \_\_\_\_\_ located at \_\_\_\_\_ ("Buyer"). Each Seller and Buyer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

**WHEREAS**, Seller owns certain items of Property, as defined below, and Seller desires to sell such Property under the terms and conditions set forth in this Agreement; and

**WHEREAS**, Buyer desires to purchase the Property offered for sale by Seller under the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and for other good and valuable consideration exchanged by the Parties as set forth in this Agreement, the Parties, intending to be legally bound, hereby mutually agrees as follows:

1. **Sale of Property.** Seller agrees to sell, transfer and assign, and Buyer agrees to purchase, the personal property described below and in the documents attached as Exhibit A (the "Property"):

\_\_\_\_\_  
\_\_\_\_\_

2. **Purchase Price.** Buyer will pay to Seller for the Property and for all obligations specified in this Agreement, if any, as the full and complete purchase price including any applicable sales tax, the sum of \$ \_\_\_\_\_ USD (the "Purchase Price").

3. **Payment.** Payment of the Purchase Price will be made by Buyer to Seller by cash, according to the following schedule:

- a. \$ \_\_\_\_\_ previously paid by Buyer.
- b. \$ \_\_\_\_\_ upon the execution of this Agreement.
- c. \$ \_\_\_\_\_ upon Buyer's acceptance of the Property.

4. **Taxes.** Buyer will be responsible for filing all required sales and use tax returns in connection with the transfer of the Property. Buyer will also pay all required sales and use taxes and any other transfer costs and expenses that arise as a result of the transfer of the Property. Seller will pay all personal property taxes associated with ownership of the Property and accrued for the period ending on the Effective Date and Buyer will pay all such personal property taxes that accrue thereafter.

5. **Delivery.** Buyer will be entitled to take possession of the Property on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. If delivery is to be made at a date after the Effective Date, it is Seller's duty to ensure the Property is delivered in the same condition as when last inspected by Buyer.

6. **Seller's Representations.** Seller represents and warrants that he/she has good and marketable title to the Property and full authority to sell the Property. Seller also represents that the Property is sold free and clear of all liens, indebtedness, or liabilities. Buyer may request a Bill of Sale from the Seller for the Property. Seller makes no other representations or warranties concerning the Property, which is being sold and assigned "as is," and without any warranty of merchantability or fitness for a particular purpose. Seller expressly disclaims any representations or warranties as to the value, condition, or functionality of the Property or its suitability for any particular purpose and Buyer will have no recourse against Seller for the Property.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without giving effect to the conflict of laws principles thereof.

8. **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior oral or written agreements or understandings between the Parties concerning the subject matter of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

**IN WITNESS WHEREOF,** the Parties have entered into this Agreement as of the Effective Date.

## SIGNATURES

\_\_\_\_\_  
**Seller Signature**

\_\_\_\_\_  
**Buyer Signature**

\_\_\_\_\_

\_\_\_\_\_

**Seller** Full Name

**Buyer** Full Name

## **Exhibit A**