

AGREEMENT FOR SALE OF BUSINESS
SOLE PROPRIETORSHIP

THIS AGREEMENT MADE on the date executed, between _____,
hereinafter "Seller", and, _____, hereinafter, "Buyer".

The parties recite and declare:

FIRST, Seller now owns and conducts a business known as _____ located
at _____, City of _____,
County of _____, State of _____.

SECOND, Seller desires to sell and Buyer desires to buy such business for the price and on the
terms and conditions hereinafter set forth.

FOR THE REASONS set forth above, and in consideration of the mutual covenants and
promises of the parties hereto, Seller and Buyer covenant and agree:

1. **Sale of Business.** Seller agrees to sell and Buyer agrees to purchase, free from all liabilities
and encumbrances, the above-described business, including the lease to such premises, the
goodwill of the business as a going concern, all of Seller's rights under its contracts, licenses,
and agreements, and all assets and property owned and used by Seller in such business as
specified in Exhibit A, other than property specifically excluded. This sale does not include
the cash on hand or in banks at the date of closing or such other property as is listed in
Exhibit B.
2. **Consideration.** In consideration for the transfer of the above-described business from Seller
to Buyer, Buyer shall pay to Seller the sum of _____
dollars, which Seller shall accept from Buyer in full payment therefore, subject to the terms
and conditions herein contained.
3. **Allocation of Purchase Price.** The purchase price shall be allocated to the various assets of
the business as follows:
 - (a) The premises at _____.
 - (b) Equipment, furniture, and fixtures _____

_____.
 - (c) Goodwill _____
_____.
 - (d) Stock in trade on premises or to be delivered _____ prior to closing
day.