

SIMPLE ASSET PURCHASE AGREEMENT

Location: _____ Date: _____

Seller Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Buyer Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Asset Description:

Description of Asset(s): _____

Serial Number(s) / Identification: _____

Condition: _____

Purchase Price and Payment Terms:

Purchase Price: _____ USD

Payment Method and Schedule: _____

1. Sale and Transfer of Assets

Seller agrees to sell, transfer, convey, and deliver to Buyer, and Buyer agrees to purchase from Seller, the assets described above (the "Assets"), free and clear of all liens, claims, encumbrances, and restrictions, on the terms and conditions set forth in this Agreement.

2. Payment

Buyer shall pay the Purchase Price to Seller as specified above. Payment shall be made in immediately available funds by wire transfer, certified check, or other mutually agreed method. Title and possession of the Assets shall transfer to Buyer upon full payment.

3. Representations and Warranties of Seller

Seller represents and warrants that Seller is the lawful owner of the Assets, has full right and authority to sell the Assets, and that the Assets are free and clear of all liens, claims, and encumbrances. Seller further represents that there are no outstanding agreements or obligations related to the Assets which would impair Buyer's ownership or use.

4. Representations and Warranties of Buyer

Buyer represents and warrants that Buyer has full power and authority to enter into this Agreement and to perform its obligations hereunder.

5. AS IS, WHERE IS

Buyer acknowledges that Buyer has had the opportunity to inspect the Assets and accepts them in their current condition, AS IS, WHERE IS, with all faults and without any warranty, express or implied, except as expressly set forth herein.

6. Risk of Loss

Risk of loss or damage to the Assets shall pass to Buyer upon delivery and acceptance of the Assets.

7. Taxes and Fees

Buyer shall be responsible for all sales, use, transfer, excise, and any other taxes, fees, or charges arising from the sale, transfer, or ownership of the Assets after the date of this Agreement.

8. Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party from and against any claims, damages, liabilities, costs, and expenses arising out of any breach of this Agreement or the representations and warranties herein.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

11. Amendments

Any amendments, modifications, or waivers to this Agreement must be in writing and signed by both parties.

12. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed duly given when delivered personally, by certified mail return receipt requested, nationally recognized overnight courier, or by electronic means confirming receipt, to the addresses set forth herein or as otherwise designated in writing.

13. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

14. Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be executed and delivered by electronic means, including PDF and electronic signature platforms.

15. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

16. No Waiver

Failure or delay by either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or the right to enforce it in the future.

17. Further Assurances

Each party agrees to execute and deliver such further documents and take such further actions as may be reasonably requested to carry out the purposes of this Agreement.

18. Headings

Headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

19. Relationship of Parties

Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties.

20. Signatures

The parties have executed this Agreement as of the date written above.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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