# Asset Purchase Agreement

This Asset Purchase Agreement ("Agreement") is made and entered into on {agreementDate} by and between {buyerName}, with a principal place of business at {buyerAddress}, hereinafter referred to as the "Buyer", and {sellerName}, with a principal place of business at {sellerAddress}, hereinafter referred to as the "Seller".

## 1. Purpose

This Agreement outlines the terms and conditions under which the Buyer agrees to purchase, and the Seller agrees to sell, certain assets owned by the Seller, as specified herein.

## 2. Purchased Assets

The following assets shall be transferred from the Seller to the Buyer at the Closing Date:

{#assets}

* **Name:** {assetName}
**Description:** {assetDescription}
**Serial Number:** {serialNumber}

{/assets}

## 3. Purchase Price

The Buyer agrees to pay the Seller the total amount of **{purchasePrice}** for the Purchased Assets listed above. The payment shall be made via {paymentMethod} on or before {paymentDate}.

## 4. Closing

The closing of the purchase and sale of the Purchased Assets (the "Closing") shall take place at {closingLocation} on {closingDate}, or at such other time and place as the parties may mutually agree. At the Closing:

1. The Seller shall deliver to the Buyer all documentation and instruments of transfer necessary to convey the Purchased Assets.
2. The Buyer shall deliver the Purchase Price as outlined in section 3.

## 5. Representations and Warranties

Each party represents and warrants the following:

### 5.1 Seller Representations

* The Seller is the legal and beneficial owner of the Purchased Assets and has the full right and authority to sell them.
* The Purchased Assets are free and clear of all liens, claims, and encumbrances.

### 5.2 Buyer Representations

* The Buyer has the full authority to enter into this Agreement and complete the purchase of the Purchased Assets.

## 6. Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all losses, damages, liabilities, and expenses incurred arising out of or relating to any breach of this Agreement.

## 7. Miscellaneous

* **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of {jurisdiction}.
* **Entire Agreement:** This Agreement represents the entire understanding between the parties and supersedes all prior discussions or agreements.
* **Amendments:** Any amendment to this Agreement must be made in writing and signed by both parties.

## 8. Additional Terms

{#hasAdditionalTerms}{additionalTerms}{/hasAdditionalTerms}

## 9. Signatures

|  |  |  |  |
| --- | --- | --- | --- |
| **Party** | **Name** | **Signature** | **Date** |
| {#signatories}{party} | {name} | {signature} | {date}{/signatories} |