

Stock Purchase Agreement: Details the terms of stock sale between parties

Stock Purchase Agreement

Effective Date: [Date]

Between:

Seller: [Seller's Full Name or Company Name], located at [Seller's Address].

Buyer: [Buyer's Full Name or Company Name], located at [Buyer's Address].

1. Definitions

- **"Company":** [Company Name], a corporation organized under the laws of the State of [State], having its principal place of business at [Company Address].
- **"Shares":** [Number] shares of common stock of the Company, representing [Percentage]% of the total issued and outstanding shares.

2. Purchase and Sale of Shares

- **2.1 Sale of Shares:** Subject to the terms and conditions of this Agreement, the Seller agrees to sell, and the Buyer agrees to purchase, the Shares.
- **2.2 Purchase Price:** The total purchase price ("Purchase Price") for the Shares shall be [Total Amount] USD.
- **2.3 Payment of Purchase Price:** The Purchase Price shall be paid by the Buyer to the Seller as follows:
 - a. [Payment Method, e.g., wire transfer, certified check].
 - b. Payment Schedule: [In full at closing / Installment terms, if any].

3. Closing

- **3.1 Closing Date:** The closing of the transactions contemplated by this Agreement ("Closing") shall take place on [Closing Date], or at such other time and place as the parties may mutually agree.
- **3.2 Deliverables at Closing:**
 - a. **Seller's Deliverables:**
 - Stock certificates representing the Shares, duly endorsed for transfer to the Buyer.
 - A certified copy of the Company's articles of incorporation and bylaws.
 - Resolutions of the Company's board of directors approving the transfer of Shares.
 - b. **Buyer's Deliverables:**
 - Payment of the Purchase Price as specified in Section 2.3.

- Any other documents required by the Seller.

4. Representations and Warranties of the Seller

The Seller represents and warrants to the Buyer that:

- **4.1 Ownership of Shares:** The Seller is the legal and beneficial owner of the Shares, free and clear of any liens, encumbrances, or claims.
- **4.2 Authority:** The Seller has full power and authority to execute and deliver this Agreement and to perform their obligations hereunder.
- **4.3 No Conflicts:** The execution and delivery of this Agreement do not conflict with any other agreement or legal obligation of the Seller.
- **4.4 Company Information:**
 - a. The Company is duly organized, validly existing, and in good standing under the laws of [State].
 - b. The Company's financial statements provided to the Buyer are accurate and complete.
 - c. There are no pending or threatened legal actions against the Company.

5. Representations and Warranties of the Buyer

The Buyer represents and warrants to the Seller that:

- **5.1 Authority:** The Buyer has full power and authority to execute and deliver this Agreement and to perform their obligations hereunder.
- **5.2 Investment Intent:** The Buyer is purchasing the Shares for investment purposes and not with a view to resale or distribution.

6. Conditions Precedent to Closing

- **6.1 Seller's Conditions:**
 - Receipt of the Purchase Price.
 - All representations and warranties of the Buyer being true and correct.
- **6.2 Buyer's Conditions:**
 - All representations and warranties of the Seller being true and correct.
 - Completion of due diligence to the Buyer's satisfaction.

7. Covenants

- **7.1 Confidentiality:** Both parties agree to keep confidential any non-public information received during the negotiation and execution of this Agreement.
- **7.2 Further Assurances:** The parties agree to execute and deliver any additional documents necessary to effectuate the transactions contemplated herein.

8. Indemnification

- **8.1 Seller's Indemnification:** The Seller agrees to indemnify and hold harmless the Buyer from any losses arising from any breach of the Seller's representations and warranties.
- **8.2 Buyer's Indemnification:** The Buyer agrees to indemnify and hold harmless the Seller from any losses arising from any breach of the Buyer's representations and warranties.

9. Termination

- **9.1 Termination Events:**
 - By mutual written consent of both parties.
 - If the Closing has not occurred by [Termination Date], either party may terminate this Agreement upon written notice.
- **9.2 Effect of Termination:** Upon termination, all obligations of the parties shall cease, except for Sections related to confidentiality and indemnification.

10. Governing Law and Dispute Resolution

- **10.1 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of law principles.
- **10.2 Dispute Resolution:** Any disputes arising under this Agreement shall be resolved through [mediation/arbitration/litigation] in [Jurisdiction].

11. Notices

- **11.1** All notices required or permitted under this Agreement shall be in writing and delivered to the parties at their respective addresses provided above.

12. Entire Agreement

- **12.1** This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings.

13. Amendments

- **13.1** Any amendments to this Agreement must be made in writing and signed by both parties.

14. Severability

- **14.1** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15. Counterparts

- **15.1** This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Stock Purchase Agreement as of the Effective Date.

Seller

Signature: _____

Name: [Seller's Name]

Title: [Title, if applicable]

Date: _____

Buyer

Signature: _____

Name: [Buyer's Name]

Title: [Title, if applicable]

Date: _____