CA-COMbsl16

Website sale and purchase agreement

Date: [date]

Between:

The Buyer is: [name] ■ ■ ■ ■ [■ ■ ■ ■]

The Seller is: [name] ■ ■ ■ ■ [■ ■ ■ ■]

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Schedule: Warranties

Agreement for the Sale and Purchase of the website using the domain name [name]

This agreement is dated: [date]

Personal version:

The Buyer is: [name]

Of [private address]

The Seller is: [name]

Of [private address]

The Guarantor is: [name]

Of [private address]

OR

Corporate version

The Buyer is: [ABC Limited], a company incorporated in Canada [under incorporation number [number] and] [redacted] [[redacted]]; [redacted]

The Seller is: [DEF Limited], a company incorporated in Canada [under incorporation number [number] and] [redacted] [[redacted]].

The Guarantor is: [name]

Of [private address]

NOTE:

The personal version is for an individual seller and not a company seller. Delete whichever does not apply. Do the same for the buyer. Throughout this agreement, we have assumed that the seller is an individual, but [redacted], [redacted] "[redacted]" [redacted] "[redacted]" [redacted].

It is now agreed as follows:

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1. Definitions

So far as the context permits, the following words ■ :

"Business"	means the [type of business] business carried ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

[name3].ca

"Intellectual Property" means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after [redacted].

"ISP" means the Internet service provider; [redacted].

"Price" means the [redacted].

"Third Party Software" means software owned by some [redacted].

"Warranty / Warranties" means the warranties and undertakings [redacted] [8] [redacted] [1].

"Website" means www.[URL] and www.[URL] and [redacted].

2. Interpretation

This agreement [redacted]:

2.1. a reference to the knowledge, information, belief or awareness [redacted].

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2.2. a reference to a paragraph or schedule is to [redacted].

2.3. the headings to the paragraphs and schedules ([redacted]) [redacted].

2.4. any agreement by any party not to do or [redacted].

2.5. [except where stated otherwise], [redacted].

2.6. this agreement is made only in the English language. If there is any [redacted], [redacted].

3. Entire agreement

3.1. Each party acknowledges that this agreement contains the entire [redacted], [redacted], [redacted].

3.2. So far as any relevant law permits, conditions, [redacted], [redacted].

3.3. Each of the parties warrants that he [redacted] [[redacted]].

4. Agreement for sale

4.1. Subject to the terms of this agreement, the [redacted]; [redacted]:

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4.1.1 the Website;

4.1.2 the Intellectual Property rights;

4.1.3 the Domain Name(s).

4.2. Completion shall take place today, [redacted].

5. The Price

5.1. The Price [redacted] $ [[redacted]].

5.2. The Price shall be paid as to $ [amount], [redacted] / [redacted].

5.3. [GST/HST] [redacted]:

[list [redacted] / [redacted]]

OR

5.4. The Price [redacted] [[redacted] / [redacted]].

6. Items to be delivered at completion

The Seller shall handover [redacted], [redacted]:

6.1. a list of user names [redacted];

6.2. all data relating to the Business, [redacted], [redacted];

6.3. [if the seller is a limited company] signed and certified copy of the minutes of a meeting of the [redacted]

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[redacted] [redacted];

6.4. forms of transfer [redacted];

6.5. transfers of the [redacted], [redacted];

6.6. forms of authority addressed to [redacted], [redacted].

6.7. technical and non- [redacted], [redacted] [redacted] !].

7. Completion

7.1. As soon as the items listed above have passed [redacted], [redacted].

7.2. As soon as possible and in any event within [14 days] from today, the Seller shall procure that the Domain Names are transferred to the Buyer. [redacted].

7.3. [redacted] [redacted] [redacted], [redacted], [redacted].

7.4. [redacted], [redacted] - [redacted], [redacted].

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7.5. [redacted] , [redacted] .

8. Warranties by the Seller

8.1. [redacted] .

8.2. [redacted] , [redacted] , [redacted] .

8.3. [redacted] .

8.4. [redacted] , [redacted] , [redacted] , [redacted] $ [10 , 000]. [redacted] , [redacted] .

9. Future activities

[redacted] , [redacted] :

9.1. [redacted] , [redacted] , [redacted] , [redacted] .

9.2. [redacted] [[redacted]] [redacted] , [redacted] , [redacted] [[redacted]] [redacted] . [redacted]

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[redacted], [redacted].

9.3. [redacted], [redacted];

9.4. [redacted].

9.5. [redacted];

10. The Guarantee

10.1. [redacted]:

10.1.1 every statement and Warranty is true and accurate;

10.1.2 [redacted];

10.1.3 [redacted], [redacted];

10.2. [redacted], [redacted].

10.3. [redacted].

10.4. This guarantee is limited to:

10.4.1 the sum of $[sum] in total;

10.4.2 [redacted] [redacted] [redacted].

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11. Confidentiality

11.1. The Seller now undertakes that he will:

11.1.1 [redacted], [redacted], [redacted];

11.1.2 [redacted];

11.2. [redacted].

11.3. [redacted].

11.4. [redacted] [[redacted]] [redacted].

12. Miscellaneous matters

12.1. [redacted], [redacted].

12.2. [redacted], [redacted], [redacted].

12.3. [redacted]; [redacted], [redacted].

12.4. [redacted], [redacted], [redacted], [redacted]

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[redacted].

12.5. [redacted].

12.6. [redacted].

12.7. [redacted].

12.8. [redacted].

It shall be deemed to have been delivered:

[redacted];

[redacted] 72 [redacted];

[redacted] [redacted] 24 [redacted] [redacted]. [redacted] [redacted], [redacted] ([redacted]) [redacted].

12.9. [redacted].

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12.10. [redacted].

12.11. [redacted] [redacted].

Signed by [personal name] on behalf of [named Seller] as its / his representative who personally accepts liability for the proper authorisation by [named Seller] to enter into this agreement.

Signed by [personal name] on behalf of [named Buyer] as its / his representative who personally accepts liability for the proper authorisation by [named Buyer] to enter into this agreement.

OR

Signed by [Seller name in full]

AND

Signed by [Buyer name in full]

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The Schedule: Warranties

[[redacted], [redacted] ([redacted]).]

1. [redacted], [redacted].

2. [redacted], [redacted], [redacted].

3. [redacted]:

   3.1 domain name:

   3.2 name and contact information of registrar:

   3.3 [redacted], [redacted]:

   3.4 date to which the name is registered.

4. [redacted].

5. [redacted], [redacted].

6. [redacted].

7. [redacted], [redacted]: [[redacted]].

End of Warranties

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Explanatory notes:

Website sale and purchase agreement

General notes

1. Advantage to the buyer

This document is usually drawn and submitted by the buyer to the seller. If you are the seller, you have a great advantage if you are able to present this draft to ■ ■ ■

But if you do change any defined word, make sure it applies to every capitalised use ■ .

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

Domain names may present some difficulty. The buyer has to decide how long he is prepared to allow for the transfer and whether he will avoid the contract if the seller fails to arrange the [redacted] . [redacted] ([redacted] , [redacted]) [redacted] .

The power to rescind is very strong. Usually, when a buyer has taken control of [redacted] , [redacted] . [redacted] “ [redacted] ” [redacted] .

8. Warranties by the Seller

This paragraph - confirmation of [redacted] - [redacted] . [redacted] .

Generally, it is good practice to delete irrelevant [redacted] , [redacted] “ [redacted] ” [redacted] . [redacted] “ [redacted] ” [redacted] .

To claim for breach of warranty the buyer must prove money loss. [redacted] . [redacted] , [redacted] .

9. Future activities

The buyer should never take the seller's word for the proposition that the seller will not compete and [redacted] . [redacted] " [redacted] ". [redacted] ([redacted]) [redacted] . [redacted] .

10. The Guarantee

If the seller [redacted] , [redacted] .

This is a very tough guarantee. It assumes that the guarantor is able to perform - that he [redacted] . [redacted] , [redacted] . [redacted]

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[redacted].

11. Confidentiality

Warranties cover only matters that exist at the date of the sale. The future must be covered separately. [redacted], [redacted]. [redacted]. [redacted].

12. Miscellaneous matters

A number of special points. We have identified each of these as important to [redacted]. [redacted], [redacted]. [redacted], [redacted]. [redacted].

These are just as valid in [redacted], [redacted].

The Schedule - Warranties

We have included here just a very small [redacted]. [redacted].

End of notes

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