

BUSINESS PURCHASE AGREEMENT

Location: _____ Date: _____

SELLER INFORMATION

Full Legal Name: _____

Incorporation Number / Business Number: _____

Business Address: _____

Contact Phone/Email: _____

BUYER INFORMATION

Full Legal Name: _____

Incorporation Number / Business Number: _____

Business Address: _____

Contact Phone/Email: _____

BUSINESS INFORMATION

Business Name: _____

Business Number (BN): _____

Location / Address of Business: _____

Description of Business Activities: _____

PURCHASE PRICE AND PAYMENT TERMS

Purchase Price: _____ CAD

Payment Method and Schedule: _____

Clause 1 – Agreement to Sell and Purchase

Seller agrees to sell, and Buyer agrees to purchase, all assets necessary to conduct the Business as currently operated, including goodwill, inventory, equipment, intellectual property, contracts, and all related assets, subject to the terms and conditions set forth herein.

Clause 2 – Assets Included and Excluded

The assets included in the sale are detailed in Schedule A attached hereto. Any assets not expressly included in Schedule A are excluded. Seller represents that it holds good and marketable title to all included assets, free and clear of liens and encumbrances except as disclosed.

Clause 3 – Purchase Price Allocation

The Purchase Price shall be allocated among the assets as specified in Schedule B attached to this Agreement, for purposes of tax reporting and compliance with applicable Canadian laws and regulations.

Clause 4 – Due Diligence

Buyer shall have the right to conduct a due diligence review of the Business, including financial statements, contracts, permits, licenses, and other pertinent information, within a period mutually agreed upon. Seller shall cooperate fully and provide access to all requested information.

Clause 5 – Closing

Closing shall take place at a mutually agreed time and location, upon satisfaction of all conditions precedent set forth herein. At Closing, Seller shall deliver all documents necessary to transfer ownership of the Business and assets to Buyer, free and clear of any liens and encumbrances.

Clause 6 – Representations and Warranties of Seller

Seller represents and warrants to Buyer that: (a) Seller is duly organized and validly existing under the laws of its jurisdiction; (b) Seller has full authority to enter into this Agreement and to consummate the transactions contemplated; (c) all financial statements provided are true, complete, and accurate; (d) no material adverse change has occurred since the date of those statements; (e) all licenses, permits, and approvals required to operate the Business are valid and in good standing; and (f) the Business is compliant with all applicable Canadian laws and regulations.

Clause 7 – Representations and Warranties of Buyer

Buyer represents and warrants to Seller that Buyer has full legal capacity and authority to enter into this Agreement and to consummate the transactions contemplated. Buyer acknowledges that Buyer has conducted its own due diligence and is satisfied with the condition of the Business.

Clause 8 – Covenants of Seller

Seller agrees to operate the Business in the ordinary course until Closing, not to encumber or dispose of any assets included in the sale, and to maintain all licenses and permits. Seller further agrees to cooperate with Buyer post-Closing for the purpose of transition.

Clause 9 – Covenants of Buyer

Buyer agrees to perform all obligations set forth herein and to cooperate with Seller to effect a smooth transition of ownership and operations of the Business.

Clause 10 – Conditions Precedent

The obligations of the parties to consummate the Closing are subject to the satisfaction or waiver of customary conditions precedent, including regulatory approvals, third-party consents, and the absence of material adverse changes.

Clause 11 – Indemnification

Seller shall indemnify and hold harmless Buyer against any and all losses arising from breaches of Seller's representations, warranties, and covenants. Buyer shall indemnify and hold harmless Seller against any losses arising from Buyer's breach of this Agreement.

Clause 12 – Confidentiality

The parties agree to maintain the confidentiality of all proprietary and confidential information disclosed during negotiations and performance of this Agreement, except as required by law.

Clause 13 – Non-Competition

Seller agrees that for a period of two (2) years following Closing, Seller shall not directly or indirectly engage in any business substantially similar to or competitive with the Business within the Province of _____.

Clause 14 – Notices

All notices required or permitted under this Agreement shall be in writing and delivered personally, by nationally recognized courier, or by registered mail to the addresses set forth above or such other address as a party may designate by notice.

Clause 15 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of _____ and the

federal laws of Canada applicable therein. The parties consent to the exclusive jurisdiction of the courts located in _____ for any dispute arising out of or relating to this Agreement.

Clause 16 – Entire Agreement

This Agreement, including all Schedules, constitutes the entire understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof.

Clause 17 – Amendments

No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

Clause 18 – Severability

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

Clause 19 – Waiver

No waiver of any breach or default shall constitute a waiver of any other breach or default or of the same breach or default on any other occasion.

Clause 20 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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