

BUYOUT AGREEMENT

This buyout agreement (“Agreement”), dated this _____, is made by and between _____ (“Buyer”), with a mailing address of _____, and _____ (“Seller”), with a mailing address of _____.
Buyer and Seller are collectively referred to as the “Parties.”

WHEREAS, Seller owns the following interest:

_____ (the Seller’s “Interests”);

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, the Interests, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

PURCHASE AND SALE

1. Purchase and Sale. For the consideration specified under Section 3 of this Article, Seller shall sell to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title and interest in and to the Interests, free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance, except for any such encumbrance stated here:

_____.

2. Closing. The purchase and sale of the Interests and any related transactions contemplated by this Agreement shall take place on _____ (“Closing Date”).

3. Purchase Price. The purchase price for the Interests shall be as follows:

– **Fixed Amount.** Buyer agrees to pay a fixed price of \$_____.

– **Appraised Value.** Buyer agrees to pay the fair market value of the Interests, as determined by an appraiser jointly selected by the Parties, who shall perform a valuation on _____. All such appraisal costs will be borne by _____.

– **Formula.** Buyer agrees to pay an amount calculated as follows:
_____ determined as of _____.

– **Other.** Buyer agrees to pay as follows: _____.



4. Payment. Buyer shall pay the above-described purchase price for the Interests (hereafter, the “Purchase Price”) to Seller in the following manner:

– **Lump Sum.** The full Purchase Price shall be paid on the Closing Date.

– **Installments.** The Purchase Price shall be paid in installments, the first of which shall be due on _____, in the amount of \$_____. The remaining installments shall be subject to the following schedule:

– **Weekly Intervals.** Buyer shall pay and deliver any subsequent installments every week, with the final payment due on _____.

– **Monthly Intervals.** Buyer shall pay and deliver any subsequent installments every month, with the final payment due on _____.

– **Yearly Intervals.** Buyer shall pay and deliver any subsequent installments every year, with the final payment due on _____.

– **Other Intervals.** Buyer shall pay and deliver any subsequent installments as follows: _____. The final payment shall be due on _____.

– **Specific Dates.** Buyer shall pay and deliver subsequent installments on the following dates: _____.

Buyer hereby agrees that interest shall accrue on any unpaid at _____% per annum.

– **Other.** _____.

Buyer shall deliver any payments toward the Purchase Price using the following methods of payment: (*check all that apply*)

– Bank Wire

– Cash

– Cashier’s Check

– Other: _____

ARTICLE II

REPRESENTATIONS AND WARRANTIES

1. Representations and Warranties of Seller. Seller hereby represents and warrants to the Buyer that all the following statements are true and correct:

- i. Seller has full power, authority, and capacity to enter into this Agreement and any documents to be delivered pursuant to this Agreement;
- ii. Seller has full power and authority to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery, and performance of this Agreement by the Seller does not, and the consummation of the transaction contemplated hereby will not result in a breach of or default under any agreement to which the Seller is a party by which the Seller is bound;
- iii. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Seller, and, assuming due authorization, execution and delivery by Buyer, this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms;
- iv. There is no claim, action, suit, proceeding or governmental investigation of any nature pending or, to Seller's knowledge, threatened against or by Seller relating to or affecting the Interests or that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred, nor do circumstances exist, that may give rise to, or serve as a basis for, any such action; and
- v. Seller is the sole legal, beneficial, record and equitable owner of the Interests, free and clear of all encumbrances whatsoever, unless any encumbrances have otherwise been disclosed in this Agreement.

2. Representations and Warranties of Buyer. Buyer hereby represents and warrants to the Seller that all the following statements are true and correct:

- i. Buyer has full power, authority, and capacity to enter into this Agreement and any documents to be delivered pursuant to this Agreement;
- ii. Buyer has full power and authority to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery, and performance of this Agreement by the Buyer does not, and the consummation of the transaction contemplated hereby will not result in a breach of or default under any agreement to which the Buyer is a party by which the Buyer is bound; and
- iii. Buyer has, or has access to, funds sufficient to pay the Purchase Price as required under this Agreement.

ARTICLE III

INDEMNIFICATION

1. Indemnification by Seller. Subject to the other terms and conditions of this Article III, Seller shall defend, indemnify, and hold harmless the Buyer from and against all claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorneys' fees and disbursements, arising from or relating to any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement or any document to be delivered hereunder, and any from any such loss arising from or relating to any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement or any document to be delivered hereunder.

2. Indemnification by Buyer. Subject to the other terms and conditions of this Article III, Buyer shall defend, indemnify, and hold harmless Seller from and against all claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorneys' fees and disbursements, arising from or relating to any inaccuracy in or breach of any of the representations or warranties of the Buyer contained in this Agreement or any document to be delivered hereunder, or any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement or any document to be delivered hereunder.

ARTICLE IV

MISCELLANEOUS

1. Seller's Closing Deliveries. At the Closing Date, Seller shall deliver to Buyer the following:

2. Buyer's Closing Deliveries. At the Closing Date, Buyer shall deliver to Seller the following:

3. Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

4. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning Party of any of its obligations hereunder.

5. Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party.

6. Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with, and shall be governed by, the laws in the State of _____ without reference to, and regardless of, any applicable choice or conflicts of laws principles.

7. Severability. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

8. Counterparts. This Agreement may be executed in any number of counterparts and by the several parties hereto in separate counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement.

9. Additional Terms and Conditions.

_____.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

Buyer Signature: _____ **Date:** _____
Print Name: _____

Seller Signature: _____ **Date:** _____
Print Name: _____