

BUY-SELL AGREEMENT

Effective date: [DATE]. Complete the bracketed fields and remove unused options before signing.

Owner A: [FULL LEGAL NAME], [ADDRESS], [NOTICE EMAIL].

Owner B: [FULL LEGAL NAME], [ADDRESS], [NOTICE EMAIL].

Business: [FULL LEGAL NAME], [ADDRESS], [NOTICE EMAIL].

1. COVERED INTERESTS

Business and each owner's shares or interests: [DETAILS]. Existing transfer restrictions and document priority: [DETAILS]. Trigger events: [DEATH / DISABILITY DEFINITION / RETIREMENT / AGREED OTHER EVENTS].

2. PURCHASE MECHANISM

For each trigger, identify whether purchase is mandatory or optional, the buyer, offer notice deadline and acceptance deadline: [TERMS]. Partial purchases and remaining interests: [TERMS]. No unstated trigger creates a compulsory sale.

3. VALUE

Valuation date and method: [FIXED FORMULA / INDEPENDENT VALUATION]. Treatment of debt, cash, minority or marketability adjustments: [DETAILS]. Valuer appointment, costs and disputed valuation process: [TERMS].

4. FUNDING AND COMPLETION

Payment: [DEPOSIT / INSTALLMENTS / INTEREST / SECURITY]. Any life or disability insurance, policy owner, beneficiary and shortfall allocation: [DETAILS OR NONE]. Closing date, transfer documents and approvals: [DETAILS].

5. BEFORE AND AFTER CLOSING

Voting, distributions and management pending completion: [TERMS]. Seller title assurances and disclosed liens: [DETAILS]. Existing guarantees require separate creditor releases; transfer alone does not release them. Review of valuation assumptions occurs by [AGREED EVENT OR PROCESS].

6. NOTICES AND CHANGES

Notices must be sent to the addresses above by [AGREED DELIVERY METHOD] and take effect on [AGREED RECEIPT RULE]. Each party must promptly notify the other of changed contact details. Changes to this agreement must be recorded in writing and accepted by all affected parties.

7. LAW AND DISPUTES

Governing law: [AGREED LAW]. Courts or other agreed dispute process: [FORUM AND PROCESS]. The parties will first try to resolve a dispute through their named contacts for [NUMBER] days, without preventing urgent relief or missing a legal deadline. Nothing in this agreement removes rights or requirements that cannot lawfully be excluded.

8. COMPLETE AGREEMENT

This document and its completed schedules record the agreement on this subject. If a term cannot be enforced, the remaining terms continue to the extent permitted. Each signatory confirms authority to sign for the named party. Counterparts and electronic signatures may be used where permitted; any additional signing formalities must still be completed.

SIGNATURES

Owner A: [NAME]

Signature: _____ Date: _____

Signing capacity, if applicable: [TITLE / CAPACITY]

Owner B: [NAME]

Signature: _____ Date: _____

Signing capacity, if applicable: [TITLE / CAPACITY]

Business: [NAME]

Signature: _____ Date: _____

Signing capacity, if applicable: [TITLE / CAPACITY]