**BUSINESS PURCHASE LETTER OF INTENT**

**[Buyer's name and position]**

**[Buyer's company]**

**[Buyer's address]**

Dear **[Seller's name],**

The intent of this Letter is to provide a written expression of the mutual interest of the following Parties:

"Buyer(s)": \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and

"Seller(s)": \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In which Buyer(s) would purchase the business, materials, services or matters set forth in this Letter from Seller(s). This Letter also outlines some of the terms of conditions that a future agreement would include, as well as the exchange of information and documents that should take place in advance of future agreements.

**1. Prospective Transaction**

The transaction, which the parties have expressed a mutual interest in, involves **[the transaction].** The Prospective Transaction would involve payment of **[amount]** from **[Buyer]** to **[Seller].**

**2. Contingencies**

Before parties can reach a final agreement, **[Buyer]** must be satisfied with the due diligence processes, all information and documents that **[Seller]** provides, as well as the negotiation of employment contracts.

**3. Due Diligence**

**[Buyer]** asks permission to examine the financial, accounting and business records, contracts and other legal documents of **[Seller]** until the closing, or termination, of this Letter of Intent. **[Buyer]** agrees to comply with a Confidentiality Agreement and will not directly contact the clients or suppliers of **[Seller]** unless authorized by the latter.

**4. Public Announcements and Confidentiality Agreement**

All parties hereby agree not to disclose any information to the public regarding this Letter or any future negotiations that will take place without the written consent of the relevant party. All information that **[Buyer]** and **[Seller]** share will remain strictly confidential between the parties and their legal representation.

**5. Expenses**

All parties agree to carry their own expenses, including any legal or professional fees that may result from due diligence proceedings or any other matter associated with the intended transaction.

**6. Nonbinding Agreement**

Except for the section entitled "Public Announcements and Confidentiality Agreement," this Letter of Intent is nonbinding for both parties.

**7. Closing Date**

The closing of the transaction should occur no later than [date]. In the event of the parties not concluding the transaction, the "Public Announcements and Confidentiality Agreement" clause still stands, as does any other Confidentiality Agreement.

Sincerely,

**Buyer Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Seller Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**