

WHOLESALE PURCHASE AND SALE AGREEMENT

Location: _____ Date: _____

Seller Information:

Full Legal Name: _____

Government ID / Driver License No.: _____

Business Name (if applicable): _____

Address: _____

Phone/Email: _____

Buyer Information:

Full Legal Name: _____

Government ID / Driver License No.: _____

Business Name (if applicable): _____

Address: _____

Phone/Email: _____

Property / Inventory Information:

Property Description: _____

Quantity: _____ Unit Price: _____

Condition (as disclosed): _____

Purchase Price and Payment Terms:

Total Purchase Price: _____ USD

Payment Method and Schedule: _____

Clause 1 – Purpose of Agreement

Seller agrees to sell and Buyer agrees to purchase the goods and/or inventory described above (the “Property”) on the terms set forth in this Agreement. Seller warrants that Seller has full right, title, and authority to convey the Property free of all liens and encumbrances.

Clause 2 – Condition; AS-IS WHERE-IS

The Property is sold AS-IS, WHERE-IS, with all faults, and without any express or implied warranties, including without limitation any implied warranties of merchantability or fitness for a particular purpose under applicable law. Buyer acknowledges having had the opportunity to inspect the Property and accepts its condition subject only to rights provided herein.

Clause 3 – Title and Risk of Loss

Title to and risk of loss of the Property shall pass to Buyer upon full payment and delivery. Seller shall maintain possession and bear risk of loss until such time.

Clause 4 – Payment Terms

Buyer shall pay the Purchase Price in accordance with the agreed schedule and method set forth herein. Any late

payments shall bear interest at the maximum rate permitted by law.

Clause 5 – Representations and Warranties

Seller represents and warrants it is the sole legal owner of the Property, that the Property is free from any security interests, liens, or encumbrances, and that no third party claims exist or are pending concerning the Property.

Clause 6 – Inspection and Acceptance

Buyer has the right to inspect the Property prior to Closing. Buyer's acceptance of the Property shall be conclusively presumed unless written notice of any defects or discrepancies is provided to Seller within a reasonable inspection period.

Clause 7 – Default

If Buyer fails to perform any material obligations hereunder and does not cure such failure within ____ days following written notice, Seller may terminate this Agreement and retain any deposits as liquidated damages. Seller's remedies are cumulative and not exclusive.

Clause 8 – Taxes and Fees

Buyer is responsible for all applicable sales, use, transfer, and other taxes, fees, or assessments related to the transfer and ownership of the Property.

Clause 9 – Indemnification

Each party agrees to indemnify and hold harmless the other from any claims, damages, or liabilities arising from breaches of this Agreement or negligent acts or omissions.

Clause 10 – Confidentiality

Both parties agree to keep the terms of this Agreement and any proprietary information confidential except as required by law or agreed upon in writing.

Clause 11 – Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. Any disputes shall be resolved exclusively in the state or federal courts located in _____ County, _____.

Clause 12 – Entire Agreement and Amendments

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings. Amendments must be in writing and signed by both parties.

Clause 13 – Notices

All notices shall be in writing and deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail, or electronic transmission with confirmation, addressed to the parties at the addresses set forth herein.

Clause 14 – Severability

If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' intent.

Clause 15 – Waiver

No failure or delay by either party to exercise any right or remedy shall constitute a waiver of such right or remedy.

Clause 16 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall

constitute one agreement.

Clause 17 – Assignment

Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

Clause 18 – Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including acts of God, war, strikes, or governmental actions.

Clause 19 – Legal Compliance

Both parties agree to comply with all applicable federal, state, and local laws and regulations in connection with this Agreement.

Clause 20 – Signatures; Attachments

The parties have executed this Agreement as of the date first written above. Any schedules, exhibits, or attachments referenced herein are incorporated by reference and form part of this Agreement.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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