

## Bulk Sale Agreement, Simple

\_\_\_\_\_, referred to as SELLER, and \_\_\_\_\_, referred to as BUYER, agree:

SELLER shall sell to BUYER the following goods:

\_\_\_\_\_

The total purchase price shall be \$ \_\_\_\_\_ ( \_\_\_\_\_ & \_\_\_/100 dollars). The BUYER shall pay a deposit of \$ \_\_\_\_\_ ( \_\_\_\_\_ & \_\_\_/100 dollars) no later than \_\_\_\_\_, 20\_\_\_. The balance of the purchase price shall be paid no later than \_\_\_\_\_, 20\_\_\_. Delivery of the same shall take place on no later than \_\_\_\_\_, 20\_\_\_, at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

This sale shall be pursuant to the Section 6 of the Uniform Commercial Code (referred to herein as the "Bulk Sales Law") of the State of \_\_\_\_\_.

SELLER shall provide to BUYER a complete and sworn list of creditors, including those who assert claims, but which are disputed by SELLER, even if those claims are groundless or false.

The SELLER shall be under a continuing duty to supplement the list of creditors if there are any changes or new claims asserted, even if the same are groundless or false.

At least \_\_\_\_\_ days before the closing scheduled herein, the BUYER shall give notice of the transfer, as is provided in the Bulk Sales Law, to all creditors, including those who are listed as disputed. The SELLER shall fully cooperate with BUYER in the mailing of the notices and the provision of information necessary to complying with the provisions of the Bulk Sales Laws.

There are no liens upon the property to be sold by BUYER, and BUYER shall indemnify the SELLER from the claims of any entities to the sold goods.

The risk of loss to the property shall be borne by the SELLER until closing. In the event that 3% (three percent) or less of the value of the goods are lost, at the option of BUYER, the BUYER may either deduct the value of the damaged goods, or may accept an assignment of insurance proceeds, and pay the full contract price.

In the event that more than 3% (three percent) of the value of the property is destroyed, the BUYER shall have the right to rescind this contract, or to close, and to accept an assignment of insurance proceeds.

Each party represents to the other that there are no brokers or agents employed in relation to this agreement.

Time shall be of the essence in this agreement.

This contract constitutes the entire agreement between the parties and there are agreements, express or implied, that are not stated herein. This agreement may only be modified by a writing executed by both parties herein.

Dated: \_\_\_\_\_

\_\_\_\_\_, by Buyer

\_\_\_\_\_, by Seller

## Bulk Sale Agreement, Simple Review List

This review list is provided to inform you about this document in question and assist you in its preparation. A bulk sale has the advantage of not making the buyer potentially liable for debts of the seller. The goods themselves, however, can be attached if any of the seller's creditors have claims against them. For this reason, the buyer should beware of any potential liabilities of this kind and investigate thoroughly the possibility that any such claims may arise. Getting indemnification from the seller is a wise idea; however, the indemnification is only as good as the creditworthiness of the Seller.

1. Make multiple copies. Consider getting expert legal advice as to the risks involved in bulk transfer before entering such agreements.
2. Keep copies in the related files.
3. Be sure proper notice is sent out to the creditors, per the UCC notification requirements.