



## Purchase and Sale Agreement (Equipment Lease)

**Document 1347A**

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## PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between [NAME OF SELLER], a \_\_\_\_\_ corporation (hereinafter referred to as "**Seller**"), and [NAME OF PURCHASER], a \_\_\_\_\_ corporation (hereinafter referred to as "**Purchaser**").

### RECITALS

WHEREAS, Seller owns certain [DESCRIBE] equipment which the Seller is currently leasing to Purchaser under a lease which terminates on [DATE] (the "**Lease**");

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, upon the termination of the Lease, all of the equipment leased to the Purchaser under said Lease; and

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, the parties agree as follows:

**1. Purchase and Sale of Equipment.** Seller hereby agrees to sell, assign, transfer, convey, and deliver to Purchaser, and Purchaser agrees to buy from Seller, all of the equipment leased to the Purchaser under the Lease, specifically:

[LIST]

said equipment to be hereinafter referred to as the "**Equipment**".

**2. Assumption of Liabilities.** Purchaser is not assuming any obligation to pay for any of the debts, liabilities, or obligations of Seller, whether now or hereafter existing, accrued or contingent, or arising out of or related to consummation of the transactions herein contemplated or of the Seller's ownership of the Equipment prior to the consummation of said transactions. Seller covenants and agrees that Seller shall pay promptly, when due, all of Seller's taxes, debts, liabilities, and obligations to its creditors, in connection with the Equipment and/or the June Equipment, as of the respective closing date for each as described in Section 4 (Closing) of this Agreement (hereinafter the "**Closing Date**").

**3. Purchase Price.** The purchase price to be paid by Purchaser to Seller for the Equipment shall be \_\_\_\_\_ (\$\_\_\_\_\_) dollars (hereinafter referred to as the "**Purchase Price**"). The Purchase Price shall be paid as provided in Section 4 (Closing) of this Agreement.

**4. Closing.** On [DATE], Seller shall deliver to Purchaser's [REPRESENTATIVE], at [ADDRESS], a signed Bill of Sale, in substantially the form attached hereto as Exhibit A. After receipt of such Bill of Sale, the Representative shall promptly deliver to Seller's [REPRESENTATIVE], at [ADDRESS], a cashier's or certified check of the Purchaser payable to Seller in the amount of the Purchase Price.

**5. Seller's Warranties, Representations, and Covenants.** Seller represents and warrants to and covenants with Purchaser as follows:

5.1 Clear Title. On the Closing Date, Seller will transfer to Purchaser all of the Equipment to be transferred on such date, free and clear of all security interests, liens, mortgages, conditional sales contracts, attachments, judgments, easements, and encumbrances of every kind and nature, and Seller has full and unrestricted right and authority to sell the Equipment. Seller agrees that, on each Closing Date, Seller will execute and deliver to Purchaser such instruments of sale, assignment, transfer, and conveyance as Purchaser shall deem reasonably necessary or appropriate to effect such transfer and conveyance. Seller further agrees that Purchaser may, if necessary, apply any portion of the purchase price with respect to such equipment to acquire and/or release any encumbrance of such equipment.

5.2 Defaults. Seller is not in default under or in violation of any applicable statute, law, decree, order, rule, or regulation, or in default under or in violation of any provision of any contractual agreement, lease, contract, or other instrument by which Seller is bound, or in position to be in such default but for the sending of any notice, which could adversely affect the Equipment.

5.3 Continuance and Survival of Representations, Warranties, and Covenants. Each of the representations, warranties, and covenants made by Seller in this Agreement shall survive this Agreement and the Closing Date and shall inure to the benefit of and be enforceable by Purchaser.

**6. Purchaser's Warranties, Representations and Covenants.** Purchaser represents and warrants to and covenants with Seller that:

6.1 Condition of Equipment. Purchaser represents that it has had full and complete access to inspect the Equipment and that it has so inspected all of the said Equipment. Purchaser further acknowledges that it is buying all of the Equipment "as is" and that it has not relied upon any express or implied warranties whatsoever made by Seller or its representatives.

6.2 Continuance and Survival of Representations, Warranties, and Covenants. Each of the representations, warranties, and covenants made by Purchaser in this Agreement shall survive this Agreement and the Closing Date and shall inure to the benefit of and be enforceable by Seller.

**7. Additional Instruments.** Upon the request of Purchaser at any time following the Closing Date, Seller will execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments of assignment, transfer, conveyance, endorsement, powers of attorney and assurances as Purchaser or its counsel may reasonably request in order to protect title of Purchaser, its successors and assigns, in and to any of the Equipment.

**8. Expenses.** The parties shall each pay their respective costs and expenses incurred or to be incurred by each of them in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement.

**9. Taxes.** Seller agrees to pay any and all sales or use taxes payable with respect to any of the Equipment for any period of time prior to the Closing Date and to hold Purchaser harmless with respect to any such taxes. Purchaser agrees to pay all sales, use, or transfer taxes, if any, payable in connection with the sale, transfer, delivery, and assignments to be made to the Purchaser hereunder, and to indemnify Seller for the amount of any sales, use or transfer tax if no such tax is charged at the Closing Date.

**10. Miscellaneous.**

10.1 Entire Agreement. This Agreement, together with the Exhibits hereto and the documents to be delivered pursuant hereto, supersedes all other prior and contemporaneous agreements and understandings between the parties, either oral or written, constitutes the entire agreement of the parties with respect to the subject matter hereof, and may be amended only by an instrument in writing executed by all parties hereto.

10.2 Binding Effect. This Agreement, and the covenants herein contained, shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their respective successors, assigns, and legal representatives.

10.3 Captions. Captions contained in this Agreement are for the convenience of the parties and in no way limit, define, extend, or describe the scope of this Agreement or of the intent of any provision hereof.

10.4 Governing Law. This Agreement is intended to take effect as a sealed instrument and all rights, duties and remedies of the parties shall be governed as to interpretation, validity, effect, and enforcement in accordance with the laws and decisions of the [STATE].

10.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

10.6 Further Assurances. Each party agrees to execute and deliver, or cause to be executed and delivered, all such instruments, certificates, and documents, and to take all such other actions, as any party to this Agreement may reasonably request from time to time in order to effectuate the purpose and intent of this Agreement.

10.7 Separability. In case any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision never had been contained herein.

10.8 Gender. Personal pronouns hereunder shall be deemed masculine, feminine or neuter, singular or plural, as the context requires.

[Remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument effective as of the day and year first above written.

**SELLER:**

[CORPORATE NAME]

By: \_\_\_\_\_

Its:

**PURCHASER:**

[CORPORATE NAME]

By: \_\_\_\_\_

Its:

**Sample Bill of Sale**