

**Note: The Seller may be open to any reasonable Agreement modifications that the Buyer may request.**

## **Domain Name Purchase Agreement**

This Domain Name Purchase Agreement ("Agreement") is made and entered into as of [DATE], by and between:

- **[Seller Name]**, an individual who resides at [Seller Address] ("Seller"), and
- **[Buyer Name]**, a [State of Incorporation] [Type of Entity] with its principal place of business at [Buyer Address] ("Buyer").

### **Recitals**

**WHEREAS**, Seller is the current registered owner of the domain name BigBoxStore.com (the "Domain Name"); and

**WHEREAS**, Buyer desires to purchase the Domain Name from Seller, and Seller desires to sell the Domain Name to Buyer.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree as follows:

### **1. Sale of Domain Name**

1.1. Seller agrees to sell, transfer, and assign to Buyer, and Buyer agrees to purchase from Seller, all of Seller's right, title, and interest in and to the Domain Name.

1.2. This Agreement does not relate to any website content associated with the Domain Name, which shall remain the property of Seller.

### **2. Purchase Price and Payment**

2.1. The purchase price for the Domain Name (the "Purchase Price") shall be [Dollar Amount] (USD).

2.2. Buyer shall pay the Purchase Price to a third-party escrow service, namely Escrow.com (the "Escrow Service"), within three (3) business days from the Effective Date (defined below).

2.3. The funds shall be held in escrow by the Escrow Service until the transfer of the Domain Name is complete (the "Escrow Release").

2.4. In the event that payment is not received by the Escrow Service within the specified timeframe, this Agreement may be terminated by Seller at Seller's sole discretion, and any funds received by the Escrow Service shall be returned to Buyer.

2.5. Seller shall be responsible for all fees associated with the Escrow Service.

### **3. Transfer of Domain Name**

3.1. Upon notification from the Escrow Service that the Purchase Price has been received, Seller shall, within three (3) business days, initiate the transfer of the Domain Name to Buyer.

3.2. Seller warrants that Seller has the full right, power, and authority to enter into this Agreement and to transfer the Domain Name to Buyer free and clear of any liens or encumbrances.

3.3. Seller shall provide Buyer with all necessary information required to complete the transfer of the Domain Name.

3.4. In the event that Seller fails to transfer the Domain Name to Buyer within the specified timeframe, Buyer may terminate this Agreement at Buyer's sole discretion and seek a full refund of the Purchase Price from the Escrow Service.

#### **4. Disclaimer of Warranties**

4.1. THE DOMAIN NAME IS PROVIDED "AS-IS" AND "WHERE-IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. SELLER DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM DEFECTS.

4.2. Seller makes no representations or warranties regarding the following:

- i. The value of the Domain Name.
- ii. The ability of the Domain Name to meet Buyer's requirements or expectations.
- iii. The ability of Buyer to achieve any specific results or value associated with the Domain Name.
- iv. The suitability of the Domain Name for Buyer's intended use.

#### **5. Trademark Clearance**

5.1. Buyer acknowledges that Seller has not conducted a trademark search for the Domain Name and does not warrant that the Domain Name is free of any trademarks or other intellectual property rights of third parties.

5.2. Buyer is solely responsible for conducting all necessary trademark searches to ensure that the Domain Name can be used for Buyer's intended purposes without infringing on the rights of any third party. Seller recommends that Buyer consult with a qualified trademark attorney to conduct such searches.

5.3. Seller shall not be liable for any claims, damages, or costs arising from Buyer's use of the Domain Name that infringes on the rights of any third party.

#### **6. Indemnification**

6.1. Buyer agrees to indemnify and hold harmless Seller from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- i. Buyer's breach of this Agreement.

- ii. Buyer's use of the Domain Name, including any violation of intellectual property rights of a third party.

## **7. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

## **8. Severability**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

## **9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of laws principles.

## **10. Dispute Resolution**

10.1. Any dispute arising out of or relating to this Agreement shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association (the "AAA"). The arbitration shall be held in Camden, New Jersey, and the decision of the arbitrator shall be final and binding on the parties.

10.2. The prevailing party in any arbitration or other proceeding to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection therewith.

## **11. Effective Date**

The effective date of this Agreement (the "Effective Date") shall be the first date on which both parties have signed below.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

### **Seller:**

Name:

Signature: \_\_\_\_\_

Date:

### **Buyer:**

Name:

Signature: \_\_\_\_\_

Date: