

Domain Name Purchase Agreement (Sample)

The current owner of the domain name identified below (hereinafter referred to as “Seller”) desires to sell all rights, title and interest in such domain name to the Purchaser, and the Purchaser desires to acquire same rights, title and interest in such domain name from the Seller. Therefore, it is agreed between the parties as follows:

1. The domain name to be transferred from the Seller to the Purchaser is _____ (referred to sometimes herein as “domain name.”)
2. The Seller agrees to transfer to the Purchaser all right, title and interest in and to the identified domain name, including any trademark rights associated with the domain name itself and all Internet traffic to the domain name. Notwithstanding, this Agreement does not relate to any Website content, which shall remain the property of the Seller.
3. As consideration for the sale of the domain name the Purchaser promised to pay the Seller the amount of _____. This sum shall be paid within three (3) business days from the date this Agreement becomes effective. In the event that payment is not timely received this Agreement may be cancelled by the Seller at the Seller’s sole discretion. A deposit of _____ has been made and shall be credited towards the price.
4. After receipt of full payment for the domain name, the Seller will within two (2) business days, once funds have cleared, take the necessary actions required to change the registered ownership of the Domain Name.
5. Nothing in this Agreement shall be construed to in any way limit the right of the Seller to purchase, own, create and/or maintain another Website.
6. This Agreement states the entire agreement between the parties concerning the purchase and sale of the identified domain name and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of the State of _____, U.S.A. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the State of _____, U.S.A.
7. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.
8. The effective date of this Agreement shall be the date signed by the parties. If the parties sign on different dates, the effective date shall be the date of the last signature.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Seller:

Name (Print or Type):

Company:

Title:

Address:

City, State & Zip:

Signature:

Date:

Purchaser:

Name (Print or Type):

Company:

Title:

Address:

City, State & Zip:

Signature:

Date: