

**BUSINESS OPPORTUNITY
PURCHASE AND SALE AGREEMENT**

Date: _____, _____

The undersigned Buyer, _____, agrees to buy and Seller agrees to sell on the following terms, the business commonly known as _____ located at _____ in the City of _____, County of _____, State of Washington, Zip _____.

1. PURCHASE PRICE. The purchase price, including the earnest money, is _____ Dollars (\$ _____), plus the amount paid for inventory as determined in Section 9 below, payable as follows:

- all cash at closing, including the earnest money, with no financing contingency.
- all cash at closing, including the earnest money, contingent on new financing under Section 4a below.
- \$ _____ / _____% of the purchase price in cash at closing, including the earnest money, with the balance of the purchase price paid as follows (check one or both, as applicable): Buyer's assumption of any underlying note and security agreements, under Section 4b below; Buyer's delivery at closing of a promissory note for the balance of the purchase price, secured by the security agreement encumbering the property, as described in 4c below.
- Other _____.

2. EARNEST MONEY. Buyer agrees to deliver the earnest money of \$ _____, in the form of Cash Personal check Promissory Note _____ Other: _____ . If the earnest money is in the form of a promissory note, it shall be due no later than:

- _____ days after mutual acceptance.
- Upon removal of the inspection contingencies in Section 8 below.
- Other: _____.

Buyer shall deliver the earnest money to and it shall be held by _____ Selling Licensee _____ Closing Agent, no later than:

- _____ days after mutual acceptance
- Upon removal of the inspection contingencies in Section 5 below
- Other: _____.

Selling Licensee may, however, transfer the earnest money to Closing Agent.

If the earnest money is to be held by Selling Licensee and is over \$10,000, it shall be deposited to: Selling Licensee's pooled trust account (with interest paid to the State Treasurer) A separate interest bearing trust account in Selling Licensee's name. The interest, if any, shall be credited at closing to Buyer whose Social Security or taxpayer ID Number is _____. If this sale fails to close, whoever is entitled to the earnest money is entitled to interest.

Selling Licensee shall deposit any check to be held by the Selling Licensee within 3 days after receipt or mutual acceptance, whichever occurs later. Buyer agrees to pay financing and purchase costs incurred by Buyer. If all or part of the earnest money is to be returned to Buyer and any such costs remain unpaid, Selling Licensee or Closing Agent may deduct and pay them therefrom. Unless otherwise provided in this Agreement, the earnest money shall be applicable to the purchase price and shall be non-refundable except where a condition to Buyer's obligation under this Agreement is not satisfied through no fault of Buyer.