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e-Sign with PandaDoc available Created by [Purchaser.FirstName][Purchaser.LastName][Purchaser.Company]Prepared for:[Seller.FirstName][Seller.LastName][Seller.Company]This Sale of Shares Agreement (the "Agreement") made and entered into this [Document.CreatedDate] (the "Execution Date"), BETWEEN:[Seller.FirstName] (Seller.LastName) of [Seller.StreetAddress] [Seller.City][Seller.State][Seller.PostalCode](the "Seller")AND[Purchaser.FirstName][Purchaser.LastName] of [Purchaser.StreetAddress] [Purchaser.City][Purchaser.State][Purchaser.PostalCode](the "Purchaser")Together, the Seller and the Purchaser will be referred to as "the Parties."This Agreement states the terms and conditions that govern the contractual agreement between the Seller and the Purchaser.WHEREAS, the Seller is the owner of record of (Number) shares (the "Shares") of [Company.Name], a (State) corporation (the "Company").WHEREAS, the Seller wishes to sell the Shares to the Purchaser. The Purchaser wishes to purchase the Shares from the Seller.NOW, THEREFORE, the Parties agree to this Agreement as follows:A. The Purchaser agrees to purchase all the rights, title, interest, and property of the Seller in the Shares for a purchase of (Price) (the "Purchase Price"). The Seller agrees to sell.B. At the end of this Agreement, the Purchaser will pay the Purchase Price to the Seller.C. All payments from the Purchaser to the Seller will be made in the form of a certified check, a wire transfer, or a bank draft of immediately available funds.If there is another way to make a payment, list all the options here. If theres a specific way the Seller should tell the Purchaser about bank account details, let them know here.The Seller represents and warrants to the Purchaser:A. The Seller would not be recognized as an issuer, insider, affiliate, or associate of the Company as defined or recognized under applicable securities laws and regulations. B. The Seller has the legal right and capacity to enter into this Agreement and fulfill its obligations. C. The Seller is the owner of the Shares and is free of any lien, encumbrance, security interests, charges, mortgages, or adverse claim, or other restriction that would prevent the transfer of the Shares to the Purchaser.D. The Seller is not bound by any agreement that would prevent any transactions of this Agreement.E. The execution of this Agreement shall be valid, binding, and enforceable upon all the Parties in the Agreement.F. To the knowledge of the Seller, no legal action or suit is pending against the Parties that would affect this Agreement.The Purchaser represents and warrants to the Seller:A. The Purchaser would not be recognized as an issuer, insider, affiliate, or associate of the Company as defined or recognized under applicable securities laws and regulations. B. The Purchaser is not bound by any agreement that would prevent any transactions of this Agreement.C. To the knowledge of the Purchaser, no legal action or suit is pending against the Parties that would affect this Agreement.A. The purchase and sale of the Shares (the "Closing") will take place on (MM.DD.YYYY) (the "Closing Date") at (Place) ("Closing Location").B. The Seller and the Purchaser must mutually agree if the Closing Date and/or Closing Location will change.C. At Closing, the Purchaser will pay the full Purchase Price to the Seller.D. At Closing, the Seller will deliver the Shares to the Purchaser.If there is a protocol to follow if the date or location changes, you can describe it here.To fulfill the Agreement, the Parties agree to pay each of their own costs and expenses.Neither the Seller nor the Purchaser will pay any type of finder's fee to any other individual who is connected to the Agreement.A finders fee is a commission paid to someone who helps with the transaction. It is a common practice for sales of shares and stocks.A. All Parties to this Agreement represent and warrant that no investment banker, no broker, nor any other intermediary facilitated the sale and /or purchase of the Shares in this Agreement. B. Thus, all Parties to this Agreement represent and warrant that no investment banker, no broker, nor any other intermediary is entitled to a fee or commission in connection to the sale and/or purchase of the Shares.C. All Parties indemnify and hold harmless all other parties to this Agreement for any claims for brokerage fees or other commission.Indemnify means that parties will be protected from any damage, injury, or loss that results from this agreement. Similarly, hold harmless means that both parties agree to not hold the other party responsible for any damage, injury, or loss that results from this agreement. The Purchaser will have ownership of:Any dividends earned by the Shares and payable before the ClosingAny dividends earned by the Shares and payable after the Closing.A. This Agreement will be enforced according to the laws of [Seller.State].B. The Parties submit to the jurisdiction of the courts of [Seller.State] in order to enforce this Agreement.C. The Parties agree that any arbitration award or decision arising from this Agreement will be subject to the jurisdiction of the courts of [Seller.State].A facsimile signature is a mechanical version of a signature, like an e-signature or a stamp of a signature.A. Time is of the essence for this Agreement.B. If this Agreement is executed in counterparts, the Parties agree that facsimile signatures are binding and are considered to be the original signatures.C. No other parties will sign, either in whole or in part, for the Seller or the Purchaser without written consent by the Seller or the Purchaser.D. All representations and warranties of the Parties for this Agreement will stand past the Closing.E. The headings used in this Agreement are inserted only to make this Agreement easier to read; the headings are not to be used when interpreting this agreement.F. Singular words include their plural counterparts and vice versa. Words in the masculine gender include the feminine gender and the neuter gender and vice versa.G. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Parties intend said term to be reduced in scope only by the court to the extent that the court deems necessary to make said term reasonable and enforceable; the remainder of the Agreement will not be affected or invalidated in any way.H. This Agreement contains the entire agreement between the Parties. Any statements or representation that may have been made by the Parties but does not appear in this Agreement are not a part of this Agreement. The Parties are only bound to what is written in the agreement.I. If there are notices of delivery required, they will be considered completed when the Agreement is hand-delivered, when the Agreement is delivered by an agent, or when the Agreement has been in the mail for (Number) days, with postage prepaid to the parties' addresses that are contained in this Agreement.IN WITNESS WHEREOF the Seller and the Purchaser have duly affixed their signatures under hand and seal on this (MM.DD.YYYY). [Seller.FirstName][Seller.LastName][Purchaser.FirstName][Purchaser.LastName]Do you plan to deliver this agreement another way? Add it here! THIS SHARE PURCHASE AGREEMENT (the Agreement) made and entered into this [Insert date] (the Execution Date) BETWEEN:[Insert name] of [Insert address](the Seller)AND[Insert name] of [Insert address](the Purchaser)BACKGROUND. The Seller is the owner of record of [Insert number] shares (the Shares) of [Insert company] (the Corporation).B. The Seller desires to sell the Shares to the Purchaser and the Purchaser desires to purchase the Shares from the Seller.IN CONSIDERATION OF and as a condition of the parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the parties to this Agreement agree as follows:Purchase and Sale1. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in [Insert currency].2. The Seller agrees to sell and the Purchaser agrees to purchase all the rights, title, interest, and property of the Seller in the Shares for an aggregate purchase price of \$ (the Purchase Price).3. A fixed sum of \$ will be payable on closing of this Agreement.4. All payments will be in the form of certified cheque, wire transfer, or bank draft of immediately available funds. In the case of a direct wire transfer the Seller will give notice to the Purchaser of the bank account particulars at least 5 business days prior to the Closing Date.Representations and Warranties of the Seller5. The Seller warrants and represents to the Purchaser as follows:a. The Seller would not be recognised as an issuer, insider, affiliate, or associate of the Corporation as defined or recognised under applicable securities laws and regulations.b. Except as provided in the incorporating documents of the Corporation or as indicated on the face of the certificates for the Shares, the Purchaser would not be prevented or restricted in any way from re-selling the Shares in the future.c. The Seller is the owner in clear title of the Shares and the Shares are free of any lien, encumbrance, security interests, charges, mortgages, pledges, or adverse claim or other restriction that would prevent the transfer of clear title to the Purchaser.d. The Seller is not bound by any agreement that would prevent any transactions connected with this Agreement.e. There is no legal action or suit pending against any party, to the knowledge of the Seller, that would materially affect this Agreement.f. The Seller is not bound by any agreement that would prevent any transactions connected with this Agreement.g. There is no legal action or suit pending against any party, to the knowledge of the Purchaser, that would materially affect this Agreement.Closing7. The closing of the purchase and sale of the Shares (the Closing) will take place on 11 June 2020 (the Closing Date) at the offices of the Seller or at such other time and place as the Seller and the Purchaser mutually agree. At Closing and upon the Purchaser paying the Purchase Price in full to the Seller, the Seller will deliver to the Purchaser duly executed transfers of the Shares.Expenses8. All parties agree to pay all their own costs and expenses in connection with this Agreement.Finders Fees9. No party to this Agreement will pay any type of finders fee to any other party to this Agreement or to any other individual in connection to this Agreement.10. All parties to this Agreement warrant and represent that no investment banker or broker or other intermediary has facilitated the transaction contemplated by this Agreement and is entitled to a fee or commission in connection with said transaction. All parties to this Agreement indemnify and hold harmless all other parties to this Agreement in connection with any claims for brokerage fees or other commissions that may be made by any party pertaining to this Agreement.Dividends11. Any dividends earned by the Shares and payable before the Closing of this Agreement will belong to the Seller, and any dividends earned by the Shares and payable after the Closing of this Agreement will belong to the Purchaser.12. Any rights to vote attached to the Shares will belong to the Seller before the Closing and will belong to the Purchaser after the Closing.Governing Law13. The Purchaser and the Seller submit to the jurisdiction of the courts of the Commonwealth of Australia for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the [Insert State or Country].Miscellaneous14. Time is of the essence in this Agreement.15. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.16. All warranties and representations of the Seller and the Purchaser connected with this Agreement will survive the Closing.17. This Agreement will not be assigned either in whole or in part by any party to this Agreement without the written consent of the other party.18. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.19. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.20. This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.21. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Seller and the Purchaser and their respective successors, assigns, executors, administrators, beneficiaries, and representatives.22. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.23. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.IN WITNESS WHEREOF the Seller and Purchaser have duly affixed their signatures under hand and seal on this [Insert date] (Seller) (Purchaser) This Share Sale Agreement ("Agreement") is entered into on the October 31, 2090 by and between: Seller: [YOUR COMPANY NAME], a corporation, with its principal place of business located at [YOUR COMPANY ADDRESS]; and Buyer: LunaPak, a corporation, with its principal place of business located at Salem, OR 97301.1. PurposeThis Agreement sets forth the terms and conditions under which the Seller agrees to sell, and the Buyer agrees to purchase 10 Class A Common Stock (the "Shares") in [YOUR COMPANY NAME], hereinafter referred to as the "Company".2. Purchase Price and Payment2.1. Purchase PriceThe total purchase price for the Shares shall be \$120,000 ("Purchase Price").2.2. PaymentThe Purchase Price shall be paid by the Buyer to the Seller in the following manner: lump sum, installments.3. Closing3.1. Closing DateThe closing of the purchase and sale of the Shares (the "Closing") shall take place on November 12, 2090 or at such other time and place as the parties may mutually agree upon in writing.3.2. Deliveries by SellerAt the Closing, the Seller shall deliver to the Buyer: share certificates, transfer forms.3.3. Deliveries by BuyerAt the Closing, the Buyer shall deliver to the Seller: payment proof, transaction receipt.4. Representations and Warranties4.1. Seller's RepresentationsThe Seller represents and warrants to the Buyer that:The Seller is the legal and beneficial owner of the Shares, free and clear of any liens, claims, encumbrances, or restrictions of any kind.The Seller has full authority and legal capacity to enter into this Agreement and to consummate the transactions contemplated hereby.The Shares are validly issued, fully paid, and non-assessable under the applicable laws of the Company's jurisdiction of incorporation.There are no pending or threatened legal actions, suits, or proceedings that could adversely affect the Sellers ability to perform under this Agreement.This Agreement constitutes a valid and binding obligation of the Seller, enforceable in accordance with its terms.4.2. Buyer's RepresentationsThe Buyer represents and warrants to the Seller that:The Buyer has the financial capacity and authority to purchase the Shares as set forth in this Agreement.The Buyer has performed all necessary due diligence regarding the Shares and the Company and is satisfied with the findings.The Buyer is acquiring the Shares for its own account and not for resale, in compliance with applicable securities laws.This Agreement constitutes a valid and binding obligation of the Buyer, enforceable in accordance with its terms.The execution and performance of this Agreement by the Buyer do not and will not violate any applicable laws, regulations, or contractual obligations.5. Governing LawThis Agreement shall be governed by and construed in accordance with the laws of [State/Country].6. Miscellaneous6.1. Entire AgreementThis Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, both written and oral, between the parties with respect to such subject matter.6.2. Amendments and WaiversNo amendment or waiver of any provision of this Agreement shall be valid unless in writing and signed by both parties.SignaturesIn Witness Whereof, the parties hereto have executed this Share Sale Agreement as of the date first above written.[YOUR NAME]SellerLunaPakBuyerAgreement Templates @ Template.net Before completing a transaction, the buyer and seller must negotiate on the price of the item to be purchased as well as the parameters of the transaction. The SPA acts as a negotiation framework. When making a large purchase, such as real estate, or a series of transactions over time, the SPA is typically used. SPAs also contain a wealth of information on the buyer and seller. The agreement tracks any deposits made and highlights sections of the agreement that have already been fulfilled as the conversations advance. The date of the final sale is also included in the agreement. 10+ Share Sale and Purchase Agreement SamplesA shareholder can utilize a Share Purchase Agreement to transfer ownership of firm shares (also known as stock) to a buyer. To be clear, a share is a unit of ownership in a company, and a shareholder is a person or entity who purchases shares in a firm (thus legally owning a percentage of the company). If a firm issues 10,000 shares and a shareholder holds 1,000 of them, the shareholder owns 10% of the company legally. Typically, this entails receiving 10% of the companys income as well as 10% of the votes in business resolutions. 1.Share Sale and Purchase Agreement TemplateDetailsFile Format:MS WordGoogle DocsApple PagesDownload2. Agreement Of Purchase And Sale Of Shares By ShareholderDetailsFile Format:Download3. Industry Share Sale and Purchase Agreement 4. Editable Share Sale and Purchase AgreementDetailsFile Format Size: 1 MBDownload5. Hotel Share Sale and Purchase AgreementDetailsFile Format Size: 929 KBDownload6. Stock Share Sale and Purchase AgreementDetailsFile Format Size: 54 KBDownload7. Agreement for Sale and Purchase of Shares DetailsFile Format Size: 131 KBDownload8.Agreement for Purchase andSale of SharesDetailsFile Format Size: 38 KBDownload9. Purchase and Sale of Water Shares AgreementDetailsFile Format Size: 109 KBDownload10. Company Purchase and Sale of Shares AgreementDetailsFile Format Size: 174 KBDownload11. Management Purchase and Sale of Shares AgreementDetailsFile Format Size: 93 KBDownloadSPAs are used in the supply chains of large, publicly traded companies. An SPA may be used when ordering a significant amount of materials from a supplier or making a large-scale single purchase. For example, 1,000 widgets will be delivered at once.An SPA can also be utilized as a revolving purchase agreement, such as a yearly supply of 100 widgets on a monthly basis. Even if delivery is delayed or extended, the purchase/sale price can be determined ahead of time. SPAs were established to help suppliers and purchasers estimate demand and costs, and their importance grows as transaction quantities expand.In another case, an SPA is frequently required when one company buys another. The SPA may allow a firm to transfer its tangible assets to a buyer without selling the naming rights connected with the business because it describes the particular nature of what is being bought and sold.Difference Between Preferred Shares and Common SharesThe type of shares being sold should be specified in your Share Purchase Agreement because it will influence the buyers voting rights, dividend yields, and percentage ownership in the company. Preferred and common shares are the two types of shares that a corporation typically distributes to its shareholders. Preferred shares, in most circumstances, have the greatest potential for short-term gains due to the following factors:There are no voting privileges.Preferred stockholders receive dividends first.Interest rates effect share value, which is computed on par (i.e. at face value).Shares can be called at any moment (i.e. the share issuer has the right to redeem shares from the market after a time)Common shares, on the other hand, have the greatest potential for long-term returns for the following reasons:The rights of votersDividends are paid to shareholders at the end of the year.The value of a stock is determined by market demand and supply.Typically, shares are not callable.FAQs A Share Purchase Agreement should be used when you (as an individual or an organization) acquire or sell stock in a company. Whether your business entity cant issue shares (for example, if its a sole proprietorship, LLC, or partnership), you can utilize an Assignment of Partnership Interest or a Purchase of Business Agreement instead. A sales and purchase agreement (SPA) is a legally enforceable contract between two parties that binds a buyer and seller to a transaction. SPAs are commonly utilized in real estate deals, but they can be found in any industry. The agreement is the result of negotiations between the buyer and the seller, and it sets the terms and circumstances of the sale.If you want to see more samples and formats, check out some share sales and purchase agreement samples and templates provided in the article for your reference.

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