

# NATIONAL LETTER OF INTENT

Parties: \_\_\_\_\_

**Buyer:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

**Seller:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

**Subject of Intent:**

Buyer intends to purchase from Seller, and Seller intends to sell to Buyer, the assets, properties, and/or business identified herein, subject to the terms and conditions set forth in this Letter of Intent (LOI). This LOI serves as a non-binding summary of the primary terms of a potential definitive agreement; however, certain provisions set forth herein may be binding as specified.

**Purchase Price and Terms:**

The proposed purchase price for the transaction is \$\_\_\_\_\_, payable as follows:

\_\_\_\_\_. The Buyer may conduct due diligence and other investigations as necessary prior to executing a definitive agreement. The parties agree to negotiate in good faith toward executing a definitive agreement setting forth the final terms and conditions.

**Due Diligence:**

Buyer shall have a period of \_\_\_\_\_ days from the effective date of this LOI to complete due diligence investigations of the subject matter herein. Seller agrees to provide reasonable access to financial records, contracts, and other pertinent information reasonably requested by Buyer.

**Confidentiality:**

Both parties shall treat all information exchanged in connection with this LOI and proposed transaction as confidential and shall not disclose such information to third parties except as required by law or agreed in writing.

**Exclusivity:**

Seller agrees that for a period of \_\_\_\_\_ days from the date of this LOI, Seller will not solicit, negotiate with, or enter into any agreement with any other party regarding a sale or transfer of the subject matter herein.

**Binding Provisions:**

This LOI is intended to be non-binding and for discussion purposes only, except with respect to the provisions regarding Confidentiality, Exclusivity, Governing Law, and any other provisions explicitly stated as binding. No party shall be obligated to consummate the transaction until definitive agreements are executed.

**Governing Law:**

This Letter of Intent shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of laws principles.

**Miscellaneous:**

Any notices required or permitted under this LOI shall be in writing and delivered personally, by certified mail, overnight courier, or electronic transmission with confirmation to the addresses provided above. This LOI may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**BUYER'S SIGNATURE**

**SELLER'S SIGNATURE**

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

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

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