

BUSINESS LETTER OF INTENT

Sender: _____

Recipient: _____

Subject:

Letter of Intent to Enter into Business Transaction

1. Introduction

This Letter of Intent (the "LOI") sets forth the understanding of the undersigned parties regarding the principal terms of a proposed business transaction (the "Transaction"). This LOI is intended as a basis for further negotiations and is subject to the execution of definitive agreements by the parties.

2. Parties

Seller: _____ Address: _____

_____ Buyer: _____

_____ Address: _____

3. Transaction Description

The Transaction contemplates the sale and purchase of the business/assets described below under terms and conditions to be mutually agreed upon: - Description of Business/Assets: _____ -

Location: _____ - Other Relevant Details: _____

4. Purchase Price and Payment Terms

The anticipated purchase price for the Transaction is \$_____ (USD), subject to adjustment based on due diligence and final agreement. Payment terms will be specified in the definitive agreement.

5. Due Diligence

Buyer shall have a period of _____ (____) days from the date of this LOI to conduct due diligence investigations of the Seller and the business/assets. Seller agrees to cooperate and provide access to relevant information, records, and personnel.

6. Confidentiality

The parties agree that all non-public information disclosed in connection with the Transaction shall be kept confidential and shall not be disclosed to any third party except as required by law or as agreed in writing.

7. Exclusivity

For a period of _____ (____) days following the date of this LOI, Seller agrees not to solicit, negotiate, or enter into any agreement with any other party regarding the sale of the business/assets described herein.

8. Expenses

Each party shall bear its own costs and expenses incurred in connection with the negotiation and execution of this LOI and any definitive agreements.

9. Conditions to Closing

The consummation of the Transaction is subject to the negotiation, execution, and delivery of mutually acceptable definitive agreements and the satisfaction of customary closing conditions, including but not limited to: - Completion of satisfactory due diligence; - Receipt of all required consents, approvals, and third-party waivers; - Absence of any material adverse change in the business/assets.

10. Binding Effect

Except for the provisions relating to Confidentiality, Exclusivity, and Expenses, this LOI is non-binding and does not obligate either party to consummate the Transaction. Only a definitive agreement signed by both parties shall create binding obligations.

11. Governing Law and Jurisdiction

This LOI shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflicts of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

12. Notices

All notices and communications under this LOI shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail, or electronic transmission to the addresses set forth above or to such other address as either party may designate.

Signatures

Print Name: _____

Title: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

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