

**Form:**

Domain Name Purchase Agreement.

**Description:**

This is a sample form agreement for the purchase of a World Wide Web domain address (such as [www.Resemble.com](http://www.Resemble.com)). The form tends to be pro-purchaser oriented. It is intended to be used primarily to buy a domain name only and not for the business or assets that may otherwise be associated with the name.



## **DOMAIN NAME PURCHASE AGREEMENT**

This is an agreement between \_\_\_\_\_ (“Purchaser”) and \_\_\_\_\_ (“Seller”).

WHEREAS, Seller is the legal owner of the World Wide Web domain name “\_\_\_\_\_” (the “Domain Name”); and

WHEREAS, Purchaser wishes to purchase the Domain Name and all related rights thereto;

THEREFORE, the parties agree as follows:

1. Purchase. Seller hereby transfers and assigns to Purchaser:
  - (a) all right, title and interest in and to the Domain Name;
  - (b) any registered or unregistered trademarks, service marks, copyrights or other intellectual property or proprietary rights based on a related to the Domain Name; and
  - (c) all goodwill associated with the Domain Name.
2. Payment. As consideration for the matters set forth in Section 1, Purchaser agrees to pay the sum of (a) \$\_\_\_\_\_ on the date hereof, and (b) \$\_\_\_\_\_ when the Domain Name has been fully transferred on the books and records of the domain name registrar, pursuant to Section 3 hereof. [Add reference to any escrow to be used.]
3. Registration of Transfer. Seller is simultaneously executing and notarizing the attached Domain Name Transfer Agreement to be filed with the domain name registrar. Seller shall cooperate as reasonably requested by Purchaser to ensure that the Domain Name is validly transferred to Purchaser.
4. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser as follows:
  - (a) Seller is the sole owner of all right, title and interest to the Domain Name.
  - (b) The Domain Name is being transferred to Purchaser free of any liens, encumbrances, restrictions, licenses, or security interests.
  - (c) Seller has the right, power and authority to enter into this Agreement.
  - (d) To Seller's best knowledge, the Domain Name and use of the Domain Name by Purchaser does not and will not violate or infringe any trademark, service mark or other right of any third party.



- (e) The Domain Name has not been, and is not currently, the subject of any litigation, claims, arbitration or other legal proceeding nor has the Seller received any notice of any such pending items.

5. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of   [State]  , without regard to conflict of laws or principles. This Agreement contains the entire agreement and understanding between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations, discussions, proposals, understandings, and the like respecting the subject matter hereof. The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party. The prevailing party in any dispute shall be awarded its attorneys' fees and expenses incurred. Any legal actions concerning disputes arising out of this Agreement shall be brought solely in [city], [state]. The parties will cooperate with each other as reasonably requested to effectuate the purposes and provisions of this Agreement. This Agreement may be amended only by a writing signed by the parties.

Date: \_\_\_\_\_

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Seller



Exhibit 1

Domain Name Transfer Agreement  
With Registrar