

Form:

Domain Name Purchase Agreement/Pro-Seller

Description:

This is a pro-seller oriented agreement for purchasing a domain 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;

THEREFORE, the parties agree as follows:

1. Purchase. Subject to the terms and conditions of this Agreement, Seller hereby transfers and assigns to Purchaser all of his right, title, and interest in and to the Domain Name.
2. Payment. As consideration for the matters set forth in Section 1, Purchaser agrees to pay the sum of \$_____ on or before _____, _____ by wire transfer to an account designated by Seller.
3. Registration of Transfer. When Seller receives the consideration set forth in Section 1, he shall promptly initiate the transfer of the domain name to Purchaser as required by the domain name registrar.
4. “As Is.” Seller sells the domain name “as is” with no representations or warranties whatsoever, except that Seller is the registered owner of the Domain Name with [GoDaddy or other registrar.]
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. Any legal actions concerning disputes arising out of or in connection with this Agreement shall be brought solely in __[City]__, __[State]__, and decided exclusively by confidential binding arbitration in front of one arbitrator from JAMS, under the commercial arbitration rules of JAMS existing at the time of the commencement of the arbitration. Each party shall bear its own attorneys’ fees, expert witness fees, and costs in connection with the arbitration, together with one-half of the arbitrator’s fee. This Agreement may be amended only by a writing signed by the parties.

Date: _____

Purchaser:

Seller:

[Signature]

[Signature]

[Printed Name]

[Printed Name]

Address:

Address:

Email: _____

Email: _____