

# LETTER OF INTENT

This Letter of Intent ("LOI") is entered into on the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_, by and between the following parties:

## Party A:

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

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## Party B:

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

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## 1. Purpose

The purpose of this LOI is to outline the preliminary understanding between Party A and Party B regarding the potential transaction described herein, which the parties intend to formalize in a definitive agreement.

## 2. Transaction Overview

The parties intend to negotiate the terms of a formal agreement concerning

\_\_\_\_\_ . The key terms to be negotiated include, but are not limited to, the following:

Description of the transaction: \_\_\_\_\_

Purchase price or consideration: \_\_\_\_\_

Payment terms: \_\_\_\_\_

Closing date: \_\_\_\_\_ day of

\_\_\_\_\_, 20 \_\_\_\_\_

Other relevant terms: \_\_\_\_\_

### 3. Confidentiality

Both parties agree to keep the terms of this LOI and any related discussions confidential, except as required by law or as necessary to obtain professional advice. Any disclosure required by law shall be preceded by prompt notice to the other party, allowing for a reasonable opportunity to seek a protective order or other appropriate remedy.

### 4. Governing Law and Jurisdiction

This LOI shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, and any disputes arising hereunder shall be subject to the exclusive jurisdiction of the courts located in \_\_\_\_\_.

### 5. Severability

If any provision of this LOI is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that achieves, to the greatest extent possible, the original intent of the parties.

### 6. Entire Agreement

This LOI constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, or understandings of any kind.

No party shall be liable or bound to the other in any manner by any representations, warranties, covenants, or agreements except as specifically set forth herein.

#### 7. Notice

Any notice required or permitted under this LOI shall be in writing and shall be deemed to have been duly given when delivered personally, sent by registered or certified mail, return receipt requested, postage prepaid, or sent by a recognized overnight courier service to the addresses specified above.

#### 8. Amendment

This LOI may only be amended by a written agreement signed by both parties. Any waiver of any provision of this LOI shall not be effective unless in writing and signed by the party against whom the waiver is to be enforced.

#### 9. Termination

This LOI shall terminate upon the execution of a definitive agreement or upon mutual written consent of both parties. Either party may terminate this LOI by providing written notice to the other party if a definitive agreement is not executed by the

\_\_\_\_\_ day of \_\_\_\_\_ ,  
20 \_\_\_\_\_ .

#### 10. Non-Binding Nature

Except for the provisions regarding confidentiality and governing law, this LOI is non-binding and does not obligate either party to enter into a definitive agreement. The parties acknowledge that this LOI is intended to serve as a basis for further negotiations and does not create any legal obligations with respect to the proposed transaction.

IN WITNESS WHEREOF, the parties hereto have executed this Letter of Intent as of the date first above written.

Party A:

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

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

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

Party B:

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

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

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

Witness:

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

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

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

Notary Public:

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

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

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

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ day of

\_\_\_\_\_, 20 \_\_\_\_\_