

State of \_\_\_\_\_

## SALE OF A BUSINESS NON-COMPETE AGREEMENT

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This Non-Compete (the "Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, (the "Effective Date") by and between \_\_\_\_\_ ("Seller"), located at \_\_\_\_\_, and \_\_\_\_\_ ("Buyer"), located at \_\_\_\_\_.

WHEREAS, Seller has agreed to sell to Buyer the business known as \_\_\_\_\_ [Business Name], and Buyer has agreed to purchase the business from Seller;

WHEREAS, in connection with the sale of the business, Seller has agreed to refrain from competing with the business for a certain period of time as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Non-Competition.** Seller agrees and covenants for a period of \_\_\_\_\_ (Check one)  months  years after the Effective Date, Seller shall not directly or indirectly engage in any business that competes with the business sold, either as an individual, owner, majority shareholder, partner, director, consultant, agent, employee, co-partner, or in any other capacity that involves a business similar to the business sold, within a radius of \_\_\_\_\_ miles from any location of the sold business.

**2. Non-Solicit.** Seller agrees and covenants that for a period of \_\_\_\_\_ (Check one)  months  years after the Effective Date, Seller shall not directly or indirectly solicit any officer, director or employee, or any customer, client, supplier or vendor of Buyer for the purpose of inducing such party to terminate its relationship with Buyer in favor of Seller or another business directly or indirectly in competition with Buyer.

**3. Injunctive Relief.** Seller acknowledges that any breach of the noncompetitive covenants will give rise to irreparable injury to the Buyer. Seller acknowledges that such injuries are not adequately compensable by damages and that injunctive relief against such breach is available as a legal remedy. Seller agrees that the covenants herein are necessary for the protection of the Buyer's legitimate business interests.

**4. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

**5. Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

**6. Governing Law.** The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, not including its conflicts of law provisions.



**7. Dispute Resolution.** (Check one)

**Court Litigation.** Any suit involving any dispute or matter arising under this Agreement may only be brought in a United States District Court located in the State of \_\_\_\_\_ or any State Court in \_\_\_\_\_ [State] having jurisdiction over the subject matter of the dispute or matter. All parties hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding. All parties waive, to the maximum extent permitted by law, any right to trial by jury in connection with any action or proceeding relating to this Agreement.

**Arbitration.** Any dispute arising out of or related to this Agreement that the parties are unable to resolve by themselves shall be settled by arbitration in the State of \_\_\_\_\_ in accordance with the rules of the American Arbitration Association. The written decision of the arbitrator(s), as applicable, shall be final and binding. Judgment on a monetary award or enforcement of injunctive or specific performance relief granted by the arbitrator(s) may be entered in any court having jurisdiction over the matter.

**8. Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.

**9. Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes and cancels all prior agreements of the parties, whether oral or written, with respect to such subject matter.

**10. Amendment.** This Agreement may be amended or modified only by a written agreement signed by all of the parties.

**11. Notices.** Any notice or other communication given or made to any party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that parties may subsequently designate by notice and shall be deemed given on the date of delivery.

**12. Waiver.** No party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Partner of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

**IN WITNESS WHEREOF,** this Agreement has been executed and delivered as of the date first written above.

\_\_\_\_\_  
**Seller Signature**

\_\_\_\_\_  
**Seller Name and Title**

\_\_\_\_\_  
**Buyer Signature**

\_\_\_\_\_  
**Buyer Name**

