

# Sales Agreement Template

*This template is not meant to be legal advice and we are not providing it as an attorney. Fit Small Business makes no warranty regarding the use of this template.*

## 1. Parties

Who is this contract between, and when is it being made?

This Sales Contract (this "Agreement") is made effective as of \_\_\_\_/\_\_\_\_/20\_\_ by and between:

Seller: \_\_\_\_\_, of \_\_\_\_\_

Buyer: \_\_\_\_\_, of \_\_\_\_\_

## 2. Products or Services Purchased

Clearly articulate what products or services are being purchased, the quantity, and the price.

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>

## 3. Title/Risk of Loss

When does the risk of loss pass from the seller to the buyer? This means that if the products are lost during delivery, or at any point, who is responsible?

For example: *Title to and risk of loss of goods shall pass to the buyer upon \_\_\_\_\_.*

## 4. Payment

How much will the buyer pay, and when? Is payment to be made upfront, upon delivery, or on some other schedule?

## 5. Delivery

When will the product or service be delivered, and how?

## 6. Payment of Taxes

Who is responsible for the payment of any taxes? Since different types of sales have different taxes, this is an important consideration to define in writing.

## 7. Warranties

Are there any warranties or guarantees regarding the products or materials included? If you are providing services or labor, do you provide a guarantee for that as well?

## 8. Inspection

Will the buyer have an opportunity to inspect the products delivered to make sure they match the agreement? If so, what is the timeline for inspecting and the process for notifying the seller?

## 9. Default

What conditions would lead to a default or breach of the contract?

## 10. How to Cure a Default/Remedies

It is to your benefit to define upfront what happens in the event of default. Should the defaulting party have an opportunity to correct the default, and if so, how? This is actually important so that you aren't fighting over the terms later.

## 11. Force Majeure

What happens in the event of circumstances beyond the control of one or either party?

## 12. Confidentiality

How should parties handle information that may be necessary for the course of the agreement, but should be protected against disclosure? For example, providing accounting services means that you would have access to confidential information about your customer's business.

## 13. Notice

How should the parties provide notice or communications to each other?

## 14. Entire Agreement

A sales contract should be clear that it is the entire agreement, and that no other conditions exist. If they do, this document should take precedence over any previous written or oral agreement.

## 15. Amendment

This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

