

**Intent to Purchase Memorandum**

**Date**: [Date]

**From**: [Your Name/Your Company Name]
**To**: [Recipient's Name/Company Name]
**Subject**: Intent to Purchase Agreement for Internet Domain Names

This **Intent to Purchase Memorandum** ("Agreement") is made as of [Date] by and between:

1. **Buyer**: [Your Full Name or Business Name], having its principal office at [Your Address].
2. **Seller**: [Recipient's Full Name or Business Name], having its principal office at [Seller’s Address].

The purpose of this Agreement is to set forth the legally binding terms for the Buyer’s purchase of certain Internet domain names (“Registered Property”) owned or controlled by the Seller.

**1. Description of the Registered Property**

The Buyer agrees to purchase the following Internet domain names:

* **LifeChanges.com**
* **LifeCapsule.com**
* **CompleteChanges.com**

**2. Purchase Price**

The agreed-upon purchase price for the Registered Property is: **[Insert Agreed Purchase Price]**, to be paid in accordance with the terms outlined in this Agreement.

**3. Payment Terms**

The purchase price shall be paid as follows:

* **Deposit**: [Insert Amount or Percentage] payable on the signing of this Agreement.
* **Remaining Balance**: [Insert Amount or Percentage] payable upon successful transfer of the Registered Property to the Buyer.
* **Escrow**: The transaction will be facilitated through [Insert Escrow Service Name] to ensure secure payment and transfer of ownership.

**4. Transfer of Ownership**

The Seller agrees to transfer full ownership, rights, and title of the Registered Property to the Buyer, free of any liens or encumbrances, upon receipt of the full purchase price. This includes any associated intellectual property rights, trademarks, or goodwill related to the domain names.

**5. Confidentiality**

Both parties agree to keep all information regarding this Agreement and the Registered Property confidential and not disclose it to any third party without prior written consent, except as required by law.

**6. Binding Nature**

This Agreement is legally binding upon execution by both parties. The parties agree that this Memorandum constitutes a definitive agreement regarding the purchase of the Registered Property. Any further agreements or documents necessary to finalize the transaction will not invalidate or supersede this binding Agreement.

**7. Representations and Warranties**

* **Seller**: The Seller represents that they are the sole legal owner of the Registered Property, have the authority to sell, and that the Registered Property is free from any disputes, claims, or encumbrances.
* **Buyer**: The Buyer represents that they have the necessary funds to complete the purchase and will fulfill their payment obligations as outlined in this Agreement.

**8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of [Insert State]. Any disputes shall be resolved exclusively in the courts located in [Insert Jurisdiction].

**9. Entire Agreement**

This Agreement constitutes an intent to purchase in good faith between the Buyer and Seller with respect to the Registered Property.

**Signatures**

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| --- | --- |
| **Buyer**:[Your Full Name or Business Name]By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Seller**:[Recipient's Full Name or Business Name]By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |