SEVENTH LEVEL
REPTILES

SMALL BUSINESS ASSET SALE AGREEMENT

This Small Business Asset Sale Agreement ("Agreement") is entered into as of ___________ ("Effective Date"), by and between:

Seller: ________________________, doing business as Seventh Level Reptiles ("Seller")
Buyer: ________________________ ("Buyer")

Seller and Buyer may be referred to individually as a "Party" and collectively as the "Parties."

1. BUSINESS AND ASSETS INCLUDED IN SALE

Seller agrees to sell and Buyer agrees to purchase certain assets of a ball python and rodent breeding operation commonly known as Seventh Level Reptiles, excluding the business name and branding.

The assets included in the sale ("Purchased Assets") consist of:
• All animals listed in the document titled "Snake Master List"
• All equipment and property listed in the document titled "Major Equipment Assets"

These documents are incorporated by reference. No other assets are included unless expressly stated.

2. PURCHASE PRICE AND EARNEST MONEY

Buyer shall pay $1,500 USD as earnest money upon execution of this Agreement. Earnest money shall be applied toward the total purchase price.

Upon completion of the Due Diligence Period, the earnest money becomes non-refundable and may be retained by Seller as liquidated damages in the event of Buyer default.

3. DUE DILIGENCE PERIOD

Upon Seller's receipt of both the signed Agreement and earnest money, a twenty-one (21) calendar day due diligence period ("Due Diligence Period") shall begin.

During this period, Buyer may inspect the Purchased Assets and any records reasonably requested. Buyer acknowledges that Seller makes no guarantees and Buyer is responsible for independent evaluation.

4. CLOSING AND FINAL PAYMENT

Upon completion of the Due Diligence Period, Buyer shall have twenty-one (21) calendar days to complete the transaction and remit payment of the remaining purchase price in full.

Failure to close within this period constitutes default unless other terms are agreed to in writing by both parties prior to expiration of this term.

5. BUSINESS NAME AND BRANDING

The name "Seventh Level Reptiles" does not transfer in whole or in part. Buyer may only reference the name to identify the origin of animals produced by Seller and may not represent themselves as Seventh Level Reptiles or a continuation thereof.

6. LOGISTICS AND TRANSPORTATION

Buyer is solely responsible for all logistics, arrangements, and costs associated with pickup, delivery, or transport of all Purchased Assets.

Risk of loss transfers to Buyer upon taking possession.

7. LEGAL COMPLIANCE AND LICENSING

Buyer is solely responsible for ensuring that all animals included in the sale are legal to own, possess, and transport under all applicable federal, state, and local laws.

Buyer is responsible for securing any required permits, licenses, or authorizations prior to taking possession. Seller assumes no responsibility for Buyer's compliance.

8. AS-IS SALE; NO WARRANTIES

All Purchased Assets are sold AS IS, WHERE IS, with all faults.

Seller makes no warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, future breeding success, genetic outcomes, health, temperament, or longevity.

9. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Seller shall not be liable for any indirect, incidental, consequential, or punitive damages.

Seller's total liability shall not exceed the amount of earnest money actually received.

10. INDEMNIFICATION

Buyer agrees to indemnify, defend, and hold harmless Seller from any claims, damages, liabilities, losses, fines, or expenses, including attorney's fees, arising from Buyer's ownership, possession, transport, or sale of the Purchased Assets.

This obligation survives closing and termination.

11. NO RELIANCE

Buyer acknowledges that no oral statements or representations outside this Agreement were relied upon in entering this transaction.

12. TERMINATION

Buyer may terminate this Agreement during the Due Diligence Period by written notice and receive a refund of earnest money.

After the Due Diligence Period, Seller may terminate for Buyer default and retain the earnest money.

13. FORCE MAJEURE

Seller shall not be liable for delays or failure caused by events beyond reasonable control including acts of God, disease outbreaks, or government action.

14. GOVERNING LAW

This Agreement shall be governed by the laws of the State of South Carolina..

15. ENTIRE AGREEMENT AND SURVIVAL

This Agreement constitutes the entire agreement between the Parties. Provisions regarding liability, indemnification, governing law, and finality of sale survive closing.

Total Sale Price: $____________________

SIGNATURES

Seller: ______________________________ Date: ____________

Buyer: ______________________________ Date: ____________