

[Your Name/Company Name]

[Your Address]

[City, State, Zip Code]

[Email Address]

[Phone Number]

[Date]

[Seller Name]

[Law Firm Name]

[Address]

[City, State, Zip Code]

Re: Letter of Intent for the Acquisition of [Law Firm Name] Franchise/Practice

Dear [Seller Name],

This Letter of Intent ("LOI") outlines the preliminary terms and conditions under which [Your Name/Company Name] ("Buyer") proposes to acquire the employment law practice and franchise rights of [Law Firm Name] ("Seller").

1. Purchase Price: The proposed purchase price for the assets and franchise rights is \$[Amount], payable as follows: [e.g., Cash at closing, seller financing, or earn-out terms].

2. Assets Included: The acquisition shall include all business assets, including but not limited to: client files, active employment law cases, brand trademarks, domain names, leasehold interests, furniture, equipment, and goodwill.

3. Due Diligence: Upon acceptance of this LOI, the Buyer will have a period of [Number] days to conduct a full review of the Seller's financial records, case logs, franchise agreements, and compliance history.

4. Franchise Transfer: This transaction is contingent upon the formal approval of the Franchisor, [Franchisor Name], and the successful transfer of the franchise agreement to the Buyer.

5. Non-Compete Agreement: As part of the final agreement, the Seller will agree to a non-compete restriction in the field of employment law within a [Number]-mile radius for a period of [Number] years.

6. Exclusivity: The Seller agrees not to negotiate with any other prospective buyers for a period of [Number] days following the signing of this LOI.

7. Confidentiality: Both parties agree to keep the terms of this LOI and all shared information strictly confidential.

8. Non-Binding Nature: Except for the provisions regarding Exclusivity and Confidentiality, this letter is a non-binding expression of intent and does not constitute a legal obligation until a definitive Purchase Agreement is signed.

If these terms are acceptable, please sign below and return a copy by [Date].

Sincerely,

[Your Name]

Buyer

Accepted and Agreed:

[Seller Name]

Date: _____