

DOMAIN TRANSFER AGREEMENT

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This Domain Transfer Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[TRANSFEROR LEGAL NAME], a [STATE] [ENTITY TYPE] / an individual with an address at [TRANSFEROR ADDRESS] ("**Transferor**" or "**Seller**"); and

[TRANSFeree LEGAL NAME], a [STATE] [ENTITY TYPE] / an individual with an address at [TRANSFeree ADDRESS] ("**Transferee**" or "**Buyer**").

Transferor and Transferee are each a "**Party**" and together the "**Parties**."

Recitals. Transferor is the registrant of the domain name described below, and Transferee wishes to acquire all rights in that domain name. The Parties wish to set out the terms of the transfer, the purchase price, and the steps each Party will take to complete the registrar transfer. In consideration of the mutual promises below, the Parties agree as follows.

1. The Domain Name

1.1 Domain. This Agreement covers the domain name [DOMAIN NAME, e.g. example.com] (the "**Domain**"), currently registered through [CURRENT REGISTRAR] under registrant account [ACCOUNT / IDENTIFIER].

1.2 Included rights. The transfer includes all of Transferor's right, title, and interest in the Domain, including the registration, any associated DNS configuration Transferor controls, and the goodwill (if any) associated with the Domain as a name, but excludes any website content, software, trademarks, or other assets unless listed in **Exhibit A**.

1.3 Excluded assets. Unless expressly listed in Exhibit A, this Agreement does not transfer email accounts, hosting services, website code, databases, or third-party service subscriptions associated with the Domain.

2. Purchase Price and Payment

2.1 Price. Transferee will pay Transferor [AMOUNT] in [CURRENCY] (the "**Purchase Price**") for the Domain.

2.2 Payment method. Transferee will pay the Purchase Price by [METHOD, e.g. wire transfer / escrow service]. The Parties [WILL / WILL NOT] use a licensed escrow service identified in **Exhibit B** to hold funds pending completion of the transfer.

2.3 Timing. Unless an escrow arrangement applies, Transferee will pay the Purchase Price within [NUMBER] days after the Effective Date, and Transferor will initiate the transfer within [NUMBER] days after confirmed receipt of payment.

2.4 Fees and costs. Each Party bears its own registrar and transaction fees unless stated otherwise in Exhibit B. Any escrow fees are shared [EQUALLY / AS STATED].

3. Transfer Process

3.1 Transferor obligations. Transferor will: (a) unlock the Domain at the current registrar; (b) disable any privacy or transfer-lock that would block the transfer; (c) provide a valid authorization (EPP/Auth) code; and (d) approve or initiate the transfer request promptly.

3.2 Transferee obligations. Transferee will: (a) maintain or open a registrar account capable of receiving the Domain; (b) submit the transfer request using the authorization code; and (c) take the steps its registrar requires to accept the transfer.

3.3 Cooperation. Each Party will respond promptly to verification emails and registrar requests and will take any further reasonable action needed to complete the transfer, including any required ICANN or registry confirmation steps.

3.4 Completion. The transfer is "**Complete**" when the Domain is registered to Transferee at the receiving registrar and no longer subject to a pending transfer.

3.5 Failure to complete. If the transfer is not Complete within **[NUMBER]** days due to a registry-imposed lock or hold not caused by either Party, the Parties will cooperate in good faith and may extend the deadline in writing. If the transfer cannot be completed, any escrowed funds will be returned to Transferee and this Agreement terminates without further liability, except for breach.

4. Representations and Warranties

4.1 Transferor representations. Transferor represents that it: (a) is the lawful registrant of the Domain and has full authority to transfer it; (b) has not sold, assigned, pledged, or encumbered the Domain to any other party; (c) is not aware of any pending dispute, UDRP complaint, or claim challenging its rights in the Domain; and (d) will provide accurate transfer information.

4.2 No infringement to Transferor's knowledge. To Transferor's knowledge, the Domain does not infringe the trademark or other rights of any third party. Transferor makes no representation about Transferee's intended use of the Domain.

4.3 Transferee representations. Transferee represents that it has the authority to enter into this Agreement and the funds to pay the Purchase Price, and that it will use the Domain in compliance with applicable law and registry policies.

4.4 As-is registration. Except for the representations in this Section 4, the Domain is transferred "**AS IS**," and Transferor disclaims all other warranties, express or implied, to the maximum extent permitted by law.

5. Indemnification

5.1 By Transferor. Transferor will defend and indemnify Transferee against third-party claims that arise from Transferor's breach of a representation in Section 4.1, subject to Transferee's prompt notice and reasonable cooperation.

5.2 By Transferee. Transferee will defend and indemnify Transferor against third-party claims arising from Transferee's use of the Domain after the transfer is Complete, subject to Transferor's prompt notice and reasonable cooperation.

5.3 Procedure. The indemnified Party will give prompt written notice of a claim, allow the indemnifying Party to control the defense, and provide reasonable cooperation. The indemnifying Party may not settle in a way that imposes liability or admission on the indemnified Party without consent.

6. Limitation of Liability

6.1 Exclusion of indirect damages. Neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits or revenue, even if advised of the possibility.

6.2 Liability cap. Except for the indemnity obligations in Section 5 and the payment of the Purchase Price, each Party's total aggregate liability under this Agreement will not exceed the Purchase Price.

7. Risk of Loss and Post-Transfer Matters

7.1 Risk of loss. Risk of loss of the Domain passes to Transferee when the transfer is Complete.

7.2 Further assurances. After completion, each Party will, on reasonable request, execute any further documents and take any further actions reasonably necessary to confirm or perfect Transferee's ownership of the Domain.

7.3 Reverse transfer. Transferor will not initiate any transfer-back, dispute, or chargeback after the transfer is Complete and the Purchase Price is paid.

8. General Provisions

8.1 Governing law and venue. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and the Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE]. The Parties acknowledge that the Domain is also subject to ICANN and the relevant registry's policies.

8.2 Assignment. Neither Party may assign this Agreement without the other's prior written consent, except this restriction does not limit Transferee's ownership rights in the Domain after completion.

8.3 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

8.4 Entire agreement; amendment. This Agreement, together with its exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

8.5 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.6 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TRANSFEROR (SELLER)

TRANSFEE (BUYER)

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE / N/A]

Title: [TITLE / N/A]

Date: _____

Date: _____

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