

EXCLUSIVE RIGHT TO SELL A BUSINESS LISTING AGREEMENT

This Agreement is made _____, 20____ by and between:
_____ (“Broker”) and _____
 (“Seller”) who is the legal owner of the business entity known as _____
with a mailing address of: _____.

The Seller and the Broker agreed as follows:

OBLIGATIONS OF BROKER

The Broker accepted and agreed to sell the above mentioned business/ real estate to the best of its efforts. The Seller agreed to give Broker the irrevocable and exclusive right to sell the said business. The Seller agreed that title purchase of the above mentioned business, shall include, but not limited to, a total ownership or partial ownership in the business and, accounts of the business.

LISTING PRICE

1. **Price.** The Seller’s desired price is _____ (\$_____)
 including inventory or
 plus inventory and equipment of _____ (\$_____).

BROKER'S COMMISSION

2. **Commission.** The Broker will be paid its commission of _____% of the agreed upon price at that time or \$_____ whichever is greater if: (1) Broker procures a buyer who is ready, willing, and able to purchase the Business on terms deemed acceptable by the Business in its sole and absolute discretion; and (2) substantially the Business is sold to a buyer procured by the Broker during the term of this listing or if, within 6 months after the termination of this listing, the Business is sold to a buyer who was first submitted to the Business by the Broker. The Commission shall be based on the full purchase price, including all forms of considerations received, including the value of inventory and any other assets sold. In the event corporate stock is sold, the Broker shall receive its commission based on the sale price of the corporate stock plus the value of the corporate liabilities assumed by the buyer. The Broker shall receive its commission based on the full consideration received including, but not limited to, the sales price of the stock, the value of the corporate liabilities assumed by the purchaser and consideration paid for restrictive covenants. Although the Broker has carried its commission, it agrees to defer receipt of this commission until the settlement date agreed to in the contract, as an accommodation to the Seller. Such deferment will not be construed as a waiver of the Listing Agent’s commission. A party making settlement is hereby authorized to deduct the commission for the Broker from cash proceeds at the time of settlement. If during this listing period the business is sold by the Broker, Seller or third party the Broker will be paid its commission of the agreed upon price at that time. All deposits will be held in escrow by Broker, by an attorney, or escrow agent agreed upon by the Buyer and the Broker.

TERM

3. **Term.** The rights and obligations of the parties shall commence on the date first set forth above, and shall terminate at midnight on _____, 20____. This listing may be canceled by either party at any time after three months by 30 days' written notice.

