

# LISTING AGREEMENT

Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Type of Business \_\_\_\_\_  
Corp. &/or Firm Name \_\_\_\_\_  
dba \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Purchase Price \$ \_\_\_\_\_ Includes \$ \_\_\_\_\_ Comm. \_\_\_\_\_  
Down Payment \$ \_\_\_\_\_ Includes \$ \_\_\_\_\_ Comm. \_\_\_\_\_  
Seller's Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_

Phone No. \_\_\_\_\_  
Days Open \_\_\_\_\_ Closed On \_\_\_\_\_  
Hours Open \_\_\_\_\_  
Base Mo. Rental \_\_\_\_\_ Lease Exp. Date \_\_\_\_\_  
Option \_\_\_\_\_ Years Security on Lease \$ \_\_\_\_\_  
Terms and Conditions \_\_\_\_\_  
Lessor \_\_\_\_\_ Phone ( ) \_\_\_\_\_  
Estab. \_\_\_\_\_ Yrs. Pres Owner \_\_\_\_\_ Yrs. \_\_\_\_\_  
Inventory at Cost \$ \_\_\_\_\_ Incl. in Purch. Price \_\_\_\_\_  
Monthly Receipts \$ \_\_\_\_\_ Seller will prove \_\_\_\_\_  
Monthly Net Profit \$ \_\_\_\_\_ Seller will prove \_\_\_\_\_

REASON FOR SALE \_\_\_\_\_

LIENS/ENCUMBRANCES Total \$ \_\_\_\_\_

Amount \$ \_\_\_\_\_ Payments \$ \_\_\_\_\_ Interest \_\_\_\_\_ % Holder \_\_\_\_\_ Phone ( ) \_\_\_\_\_  
Amount \$ \_\_\_\_\_ Payments \$ \_\_\_\_\_ Interest \_\_\_\_\_ % Holder \_\_\_\_\_ Phone ( ) \_\_\_\_\_  
Seller will carry balance at \$ \_\_\_\_\_ Per month incl. \_\_\_\_\_ % on unpaid balances

All trade fixtures and equipment included except the following items:

## REMARKS

## SOLE AND EXCLUSIVE RIGHT TO SELL

1. The Seller engages the Broker, on a sole and exclusive basis, to sell the above business, including all fixtures, goodwill, trademarks, trade names, leasehold rights and inventory.
2. The Seller agrees to pay the Broker ( \_\_\_\_\_ %) but in any event not less than \_\_\_\_\_ of the purchase price.
3. The Seller agrees that if this listing is cancelled or the property withdrawn from sale during the listing term by the Seller, the commission will become immediately due by Seller to the Broker. If the Seller refuses or is unable to comply with the listing terms for any reason, preventing disposition of the business during the listing term upon the terms set forth above, the commission shall become immediately due by the Seller to the Broker.
4. The Seller agrees that the commission shall be immediately due and payable if the Seller, directly or indirectly, enters into an Offer to Purchase (however designated) or accepts a deposit or does any other act tantamount to a sale or contract to sell without the written approval of the Broker. The cancellation or rescission of any of the foregoing acts shall not act as a release of the Seller for such liability.
5. In any case where the deposit and/or the down payment have been forfeited, the deposit shall be divided as follows:
6. The Seller acknowledges that it has supplied the listing information above and warrants that the information is true and correct.
7. The Seller agrees to pay the full commission set forth in this Agreement to the Broker in the event the business is within one year after the termination of this Agreement sold, leased, traded or otherwise conveyed to anyone referred to the Seller by the Broker during the term of this Agreement.
8. This Agreement shall begin on the day and the year below and continue until \_\_\_\_\_.
9. Should any suit be commenced to enforce the Broker's rights and in the event the Broker is successful the Seller agrees to pay the Broker the expenses and attorney's fees incurred.
10. The Seller acknowledges that he has read this Agreement and has received a copy of it.
11. If the Seller is a partnership, corporation or other entity, the person(s) signing on behalf of the business represent(s) and warrant(s) that he/she has, or they have the authority to enter into this contract on behalf of the business.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Broker  
\_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_  
Corp. Name  
\_\_\_\_\_  
Seller  
\_\_\_\_\_  
Seller  
\_\_\_\_\_  
Date