

Executive Business Brokers, Inc.

2583 Morris, Union, NJ 07083

Licensed Real Estate Brokers Larry M. Bodner President

AGENCY LISTING AGREEMENT

Phone: (908)851-9040 Fax: (908) 851-9066

General Information

Business Category: _____
Corp. Name: _____
DBA: _____
Product Mix: _____
Address: _____
Address2: _____
City: _____
State: _____ Zip: _____
County: _____
Phone: _____
Fax: _____

Business Type: _____
Sellers Last Name: _____
Sellers First Name: _____
Home Address: _____
Home Address2: _____
City: _____
State: _____ Zip: _____
Email: _____
Home Phone: _____
Home Fax: _____
Pager: _____

Business Information

Building Size: _____ No. of Seats: _____ Fixtures & Equipment:\$ _____
Basement?: Yes No Basement Size: _____
Parking: _____ Years Established: _____ Current Owner: _____
License Required: _____
Base Monthly Rent:\$ _____ CAM:\$ _____ Real Estate Taxes:\$ _____
Lease Terms: _____ Lease Options: _____
Days Open: _____ Closed: _____ Part Time Employees: _____ Payroll Per Month:\$ _____
Hours : _____ Full Time Employees: _____ Tax Returns – Last year filed _____

Pricing & Selling

Landlord Information:

Name: _____
Phone: _____

Pricing Data:

List Price: \$ _____
Down Payment: \$ _____
Balance: \$ _____
Interest Rate: _____ %
Additional Terms: _____
Inventory in Price: \$ _____ Inventory Not in Price: \$ _____

Real Estate Data:

Real Estate Inc: Yes No
Option to buy: Yes No
Asking Price: \$ _____

Referring Agent:

Name: _____
Phone: _____

Listing Type: _____

Annual Sales: \$ _____

Annual Net Profit: \$ _____

Reason for sale: _____

Highlights: _____

AGENCY EXCLUSIVE AGREEMENT

(1)The Seller hereby engages Executive Business Brokers (EBB), on an exclusive Agency basis whereas Seller has the right to Sell the business on his/her own and if so no commission due Broker, however if Seller either enters into a binding purchase contract and or closes on the sale of his/her business within 12 months of the expiration date of this Listing Agreement, Seller agrees to pay EBB at closing a marketing /processing fee of \$ _____. The Seller is prohibited from hiring any other Agency in the sale of his/her business. Seller hereby authorizes EBB to sell the above described property, including all inventory, fixtures, good will, trademarks, accounts receivables and trade names. (2) Seller agrees to pay Broker \$ _____ (_____ %), of the total selling price but in any event not less than \$ _____. This commission is due and payable in full by Seller at closing. (3) In any case where the deposit and/or down payment have been forfeited, the amount shall be split 50% to Seller and 50% to Broker. (4) The Seller acknowledges that he/she has supplied the listing information above and Seller warrants such information to be true and correct. (5) The Seller acknowledges that he/she has supplied Broker with the listing information above including all financial information. Seller warrants such information to be true and correct and agrees to hold Broker harmless for any fees, claims or litigation arising from the sale of this business caused by Seller misrepresentations including but not limited to reasonable attorney fee's incurred by Broker. (6) Should any suit be commenced to enforce the Broker's rights herein, in the event the broker is successful the Seller agrees to pay the Broker the expenses connected therewith, including attorney's fees incurred. (7) When and if applicable, Seller agrees that should anytime within a five year period from that date of conveyance of the aforementioned listed property, the Buyer procured by the Broker purchases the land and/or building housing the above-mentioned business, a full commission as set forth above shall be due and payable by Seller to Broker, at closing, for said purchase. The foregoing applies to any corporation, partnership, or any other entity in which said Buyer has an interest. (8) If Seller is a partnership, corporation or other entity, the person(s) signing on behalf of such entity represent(s) and warrant(s) that he/she has, or they have the authority to enter into this contract on behalf of said entity. (9) This Agreement shall commence on the day and year set forth below and continues until _____. (10) The Seller hereby acknowledges that he/she has read this Agreement and has received a copy of it. (11) After the expiration of the initial listing term as specified in paragraph # 9 this Listing Agreement shall continue thereafter on a month to month basis until either party terminates this agreement by written notice not less than 30 days prior to the intended day of termination. (12) IF SELLER FINDS A BUYER ON HIS/HER OWN AND EITHER ENTERS INTO A BINDING PURCHASE CONTRACT AND/OR CLOSES ON THE SALE OF HIS/HER BUSINESS WITHIN 6 MONTHS OF THE EXPIRATION DATE OF THIS LISTING AGREEMENT, SELLER AGREES TO PAY Executive Business Brokers, Inc. AT CLOSING A MARKETING/PROCESSING FEE OF \$ _____.

Employment Accepted By:

Executive Business Brokers, Inc.

Corporate Name: _____
Seller Name (Printed): _____
Seller Name (Signed): _____
Date: _____

Listing Agent: _____

Date: _____