

General Information

Business Category: _____	Business Type: _____
Corp. Name: _____	Sellers Last Name: _____
DBA: _____	Sellers First Name: _____
Product Mix: _____	Home Address: _____
Address: _____	Home Address2: _____
Address2: _____	City: _____
City: _____	State: _____ Zip: _____
State: _____ Zip: _____	Email: _____
County: _____	Home Phone: _____
Phone: _____	Home Fax: _____
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: _____	

Pricing & Selling

Landlord Information:	Pricing Data:	Real Estate Data:
Name: _____	List Price: \$ _____	Real Estate Inc: Yes No
Phone: _____	Down Payment: \$ _____	Option to buy: Yes No
Referring Agent:	Balance: \$ _____	Asking Price: \$ _____
Name: _____	Interest Rate: _____ %	
Phone: _____	Additional Terms: _____	
	Inventory in Price: \$ _____	Inventory Not in Price: \$ _____
Listing Type: _____		
Annual Sales: \$ _____	Annual Net Profit: \$ _____	
Reason for sale: _____		
Highlights: _____		

Sole and Exclusive Right to Sell

(1)The Seller hereby engages the Broker, on a sole and exclusive basis, to sell the above-described property, including all inventory, fixtures, good will, trademarks, accounts receivables and trade names. (2) Seller agrees to pay Broker \$ _____ (_____ %), but in any event not less than \$ _____ of the total selling price due and payable in full at closing. (3) Seller agrees that written authorization by the Broker is required if this listing is cancelled, the property is withdrawn from sale during the listing term, if Seller refuses or is unable to comply with the aforementioned listing terms: otherwise the commission shall become immediately due by the seller to the broker. (4) If the Seller, directly or indirectly, enters into a Purchase and Sale Agreement during the term of this Agreement without the written approval of the Broker, the Seller agrees that the commission shall be due and payable to said Broker. (5) 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. (6) 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 fee's, 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. (7) In the event the property described herein is, within one year after the termination of this Agreement, sold, traded, or otherwise conveyed to anyone referred to Seller by Broker during the term if this Agreement, the Seller agrees to pay full commission set forth in this Agreement to the Broker. (8) 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. (9) 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. (10) 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. (11) This Agreement shall commence on the day and year set forth below and continues until _____. (12) The Seller hereby acknowledges that he/she has read this Agreement and has received a copy of it.

Employment Accepted By:	Corporate Name: _____
Executive Business Brokers, Inc.	Seller Name (Printed): _____
	Seller Name (Signed): _____
Listing Agent: _____	Date: _____