

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: _____

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 (3) Seller agrees that written authorization by the Broker is required if this listing is cancelled, the property is withdrawn from sale during the listing term, if Seller refuses or is unable to comply with the aforementioned listing terms: otherwise the commission shall become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:
Executive Business Brokers, Inc. Corporate Name: _____
Seller Name (Printed): _____
Seller Name (Signed): _____
Listing Agent: _____ Date: _____