

**Agreement Providing Exclusive Right of Sale as a Transaction Broker**

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between **BUSINESS BROKERAGE COMPANY** hereinafter referred to as “Broker”, and \_\_\_\_\_ d/b/a \_\_\_\_\_ hereinafter referred to as “Owner”, whose business is further described as follows:

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Business Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Owner(s) Authorized Officer(s): \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Description of the Business: \_\_\_\_\_

(A) **Exclusive Listing.** The Owner and Broker agree that the business described below is listed by Owner with Business Brokerage Company on an Exclusive Listing Agreement basis such that the Broker shall have sole and exclusive right to market and sell the business.

(B) **Terms of Agreement.** The Term of this agreement shall commence upon final execution hereof or \_\_\_\_\_ and shall end on \_\_\_\_\_.

(C) **Price & Terms.** The gross sales price of the Business, which includes Broker commission, shall be: \_\_\_\_\_ plus inventory at Owner’s cost.

(D) **Sales Commission.** The amount of the sale commission shall be Twelve percent (12%) of the gross sales price of the business. The minimum commission shall be \$10,000, (ten thousand dollars) per sale. Upon procuring a ready, able and willing buyer for the business for the price set forth above, or for such other price and terms as Owner may accept; or upon any sale, lease, exchange, merger or disposition of all or any part or portion of the business during the sole and exclusive right of sale period, regardless of whether or not Broker was the procuring cause of the disposition; or upon Owner failing or refusing to complete or consummate a sale, lease, exchange, merger or other disposition of all or any portion of the business after entering into a contract to do so while this agreement is in effect; or the business or any part or portion of it is sold, leased, exchanged, merged or otherwise disposed in 24 months after the termination date of this agreement to any person who or entity which was informed directly or indirectly through the efforts of Broker that the business was for sale. In the event of an exchange, the sale price for the purposes of calculating the commission shall be equal the price for which the business was listed for sale. The commission shall be paid to Business Brokerage Company at closing. Business Brokerage Company shall not be authorized to bind Owner or to execute a sale, exchange or option contract.

(E) **Transaction Broker.** In consideration for the services of Business Brokerage Company in marketing, advertising and otherwise attempting to obtain a Buyer for the Business through Broker’s expertise, Owner hereby appoints Business Brokerage Company as TRANSACTION BROKER and grants to Business Brokerage Company the full and exclusive right to sell, exchange, trade, lease or otherwise dispose of all or any part of the above described Business.

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(F) **Miscellaneous.**

Broker is authorized, but shall not be required, to offer participation of the business to other brokers and to pay any cooperating broker from the commission paid by the Owner to Broker, provided however that in no event shall Broker receive less than fifty percent (50%) of the commission described herein.

The Owner shall indemnify, protect, defend and save Broker harmless from and against all claims, demands, cause of action, judgements, losses, damages, fines, costs (including without limitation, attorney's fees and litigation costs) and all other liabilities asserted against or incurred by Broker either: (i) in connection with Broker's performance in accordance herewith (except to the extent directly caused by the negligent misconduct of Broker), or (ii) as a result of Owner's misrepresentation, incorrect information or failure to disclose any latent defect or other adverse condition concerning the property known to the Owner. Owner shall notify Broker of any changes in the property or information previously provided to Broker.

This agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto. The terms and provisions of this Agreement shall be interpreted, subject to and governed by the laws of the State of Illinois.

The undersigned, being the owners of the Business, or having full and complete authority as agent for the owners of the Business or all interests in the Business, acknowledge having read this agreement and having received a copy of it. This Agreement constitutes the entire agreement between the parties hereto. No representations, warranties or covenants exist except as expressly set forth herein.

The Business is being offered without regard to race, color, creed, religion, national origin, sex, handicap, or familial status.

The Owner shall refer all inquiries regarding the Business and prospects to Broker.

Upon execution hereof, the Owner shall deposit with Broker the sum of \$\_\_\_\_\_ to cover advertising, brochures/flyers, and sign costs. All marketing materials including signs shall become the property of the Broker. Broker is authorized to market and advertise said business as Broker see appropriate. However, Broker will not be allowed to place any type of signage at the place of business.

BUSINESS BROKERAGE COMPANY:

OWNER:

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