

**LISTING AGREEMENT**

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

Corporation and/or Firm Name \_\_\_\_\_

DBA \_\_\_\_\_

Type of Business \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_

Purchase Price \$ \_\_\_\_\_ ; includes \$ \_\_\_\_\_ commission

Seller's Name \_\_\_\_\_

Seller's Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Seller's Phone Number \_\_\_\_\_

Days Open \_\_\_\_\_

Hours Open \_\_\_\_\_

Base Monthly Rental \_\_\_\_\_

Lease Expiration Date \_\_\_\_\_

Option on Lease to Renew? ( y / n ) If yes, # of years to option: \_\_\_\_\_

Years Security on Lease \_\_\_\_\_

Terms and Conditions \_\_\_\_\_

Lessor \_\_\_\_\_ Phone Number ( \_\_\_\_\_ )

Number of Years Established \_\_\_\_\_

Inventory at Cost \$ \_\_\_\_\_ Included in Purchase Price: ( y / n )

Monthly Receipts \$ \_\_\_\_\_ (Seller will prove)

Monthly Net Profit \$ \_\_\_\_\_ (Seller will prove)

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

LIENS/ENCUMBERANCES TOTAL \$ \_\_\_\_\_

Holder Name \_\_\_\_\_

Holder Name \_\_\_\_\_

Amount \$ \_\_\_\_\_

Amount \$ \_\_\_\_\_

Payments \$ \_\_\_\_\_

Payments \$ \_\_\_\_\_

Interest \_\_\_\_\_

Interest \_\_\_\_\_

Phone ( \_\_\_\_\_ ) \_\_\_\_\_

Phone ( \_\_\_\_\_ ) \_\_\_\_\_

All trade fixtures and equipment included except the following items:

FINANCING: Seller will carry balance at:

\$ \_\_\_\_\_ per month, including \_\_\_\_\_ % on unpaid balances.

**REMARKS**

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**SOLE AND EXCLUSIVE RIGHT TO SELL**

1. \_\_\_\_\_ (herein referred to as the "Seller") engages Business Legal Services, Inc. (herein referred to as 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 ten percent (10%) of the purchase price; however, if this amount is less than four-thousand dollars (\$4,000.00), the Seller agrees to pay the Broker a minimum of four-thousand dollars.
3. The Seller agrees that if this listing is cancelled or the property withdrawn from sale during the listed term, per paragraph 8, by the Seller, the commission will become immediately due by Seller to the Broker.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 listed 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 a Buyer's deposit and/or the down payment have been forfeited, the deposit shall be divided evenly between the Seller (50%) and Broker (50%).
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 his 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 \_\_\_\_\_, 20( ) .
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, has received a copy of it, and has had an opportunity for consultation with an attorney.
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 he business.

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Arthur Lander, President

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Business Legal Services, Inc.

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**Broker**

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**Date**

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**Corporation Name**

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**Seller**

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**Seller**

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**Date**