

**United Realty Group  
&  
BUSINESS BROKERS OF FLORIDA**  
STANDARD "EXCLUSIVE RIGHT OF SALE" LISTING AGREEMENT

BBF

Business Name: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Business Address: \_\_\_\_\_

Seller: \_\_\_\_\_

(Corporate name, if applicable)

Business Description: \_\_\_\_\_

Total Price(excluding real estate): \$ \_\_\_\_\_ - Down Payment: \$ \_\_\_\_\_ - Financing: Months: \_\_\_\_ Interest: \_\_\_\_%

Price for Real Estate: \$ \_\_\_\_\_ -Down Payment: \$ \_\_\_\_\_ - Financing: Months: \_\_\_\_ Interest: \_\_\_\_%

*Seller's "Estimated Value" of Assets and Liabilities, and are they Included in the Total Price:*

Inventory . . . . . \$	_____	[ <input type="checkbox"/> ] (y/n)	Leasehold Improvements . \$	_____	[ <input type="checkbox"/> ] (y/n)
Furn/Fix/Equip . . . . . \$	_____	[ <input type="checkbox"/> ] (y/n)	Real Estate . . . . . \$	_____	[ <input type="checkbox"/> ] (y/n/a)
Accounts Receivable . . . \$	_____	[ <input type="checkbox"/> ] (y/n)	Liabilities . . . . . (\$	_____)	[ <input type="checkbox"/> ] (y/n)
_____ \$	_____	[ <input type="checkbox"/> ] (y/n)	_____ \$	_____	[ <input type="checkbox"/> ] (y/n)

1. In consideration of the services of **United Realty Group** hereinafter referred to as **Broker**, to market, advertise and otherwise attempt to find a buyer for this business through **Broker's** efforts, **Seller** hereby appoints and grants **Broker** the full and exclusive right to sell, and/or if **Seller** agrees, to exchange, trade, lease or otherwise dispose of all or any part of the above named business (hereinafter referred to as **Business**) which shall include the conveyance of all or any portion of its assets, rights, liabilities or property at the Total Price and terms set forth above, or for any other price and terms acceptable to **Seller**. **Seller** and **Broker** acknowledge that this Agreement does not guarantee a sale. Total Price is defined as the amount paid for the **Business**, including inventory and any liabilities, contingent liabilities and other obligations assumed by the Buyer, consulting agreements, management agreements and any other form of compensation paid by the Buyer.
2. The *Listing Period* shall be from the date of Brokers Acceptance to midnight of \_\_\_\_\_, \_\_\_\_\_ (if left blank, then for twelve months (12) from the date of Brokers Acceptance).
3. **Broker** hereby accepts employment and promises to use its best efforts in its ordinary course of business to offer for sale and to procure a ready, willing and able purchaser for **Business**. **Seller** hereby authorizes **Broker** to present any and all offers **Broker** may receive, until such time as **Seller** accepts an offer to purchase. At such time **Broker** need not advise **Seller** of any subsequent offer received. If the purchaser whose offer has been accepted either defaults on his agreement or the purchase agreement is otherwise terminated, subsequent offers will be presented; and **Broker** reserves the right to determine if a default has occurred or the purchase agreement has been terminated. **Seller** grants to **Broker** the right to show **Business** upon reasonable notification and to advertise **Business** at **Broker's** discretion. **Seller** agrees to refer all prospects regarding the business to **Broker** during the *Listing Period*.
4. **Seller** shall pay to **Broker** as compensation or liquidated damages, whichever the case may be, an amount equal to \_\_\_\_\_ percent (\_\_\_\_%) of the total purchase price, with a minimum compensation of \$ \_\_\_\_\_ and sales and use tax (if applicable) if any of the following occur:
  - a. **Broker** procures a Buyer ready, willing and able to purchase **Business** at the terms set forth above, or at any other Price and/or Terms acceptable to **Seller**;
  - or b. **Seller** sells, leases, trades, or otherwise disposes of all or any part of the **Business** during the *Listing Period* regardless of whether **Broker** was involved in or responsible for such disposition;
  - or c. **Seller** enters into a contract for sale, letter of intent, and/or accepts a deposit or causes an amount to be placed in escrow for said **Business** (commission shall be paid for and due at closing);
  - or d. **Seller** withdraws the **Business** for sale, or seeks to terminate or terminates this Agreement prior to the termination date of the *Listing Period*;
  - or e. If **Seller**, through no fault of Buyer, fails or refuses to complete a sale, lease, trade or other disposition of **Business** after entering into a written agreement to do so;

Seller's Initial \_\_\_\_\_

- or **f.** Should **Seller** misrepresent or be fraudulent in communicating any material information, including financial information to **Broker** and as a result thereof, a sale or contemplated sale or an "Offer to Purchase"; is withdrawn, canceled or does not materialize;
- or **g.** **Seller** sells, leases, trades or otherwise disposes of all or any part of **Business** within two (2) years from the termination date of the **Listing Period** to any person, firm, or entity referred to **Seller** by **Broker**, or who became aware of **Business** through **Broker's** efforts during the **Listing Period**. An employment, merger, joint venture or partnership arrangement between **Seller** and a Buyer shall be deemed to be a disposition herein;
- or **h.** The sale or transfer of any or all shares of stock in the selling corporation (if applicable) during the **Listing Period** shall be construed to be a sale of the **Business** assets at the listed price, and shall be otherwise construed according to the terms hereof;
- or **i.** Should **Seller** fail, refuse or neglect to provide **Broker** with all reasonable financial information, including but not limited to Balance Sheets, Profit and Loss Statements, Tax Returns, Leases, Equipment Lists and all other pertinent documentation and information within 21 days of the signature of this Agreement;
- or **j.** Seller agrees with a Buyer to cancel an executed sales contract.

The Compensation shall be due and payable immediately upon the occurrence of any of the acts or dispositions set forth herein. However, in the event of a sale, **Broker** may allow for payment of the Compensation at Closing. In terms of Section 475.42(1)(i) of Florida Statutes, the **Broker**, at **Seller's** expense, shall have the right to place an appropriate lien and encumbrance on the **Business** or real estate or both, necessary to collect any compensation and this shall be the necessary authorization and consent as required by the Statute. **Seller** further grants **Broker** a security interest under the Florida Uniform Commercial Code in and to all furniture, fixtures, equipment, inventory, accounts receivable and general intangibles of the **Business** as security for such commission or for commissions due in the future arising out of any option which a Buyer may subsequently exercise, and appoints **Broker** as **Seller's** attorney in fact to execute and file this Agreement and a UCC-1 financing statement to perfect such a security interest. If real property owned by **Seller** or any shareholder of **Seller** is leased or sold to a buyer such Seller, Lessor or shareholder will pay **Broker** a compensation equal to: \_\_\_\_\_ percent (\_\_\_\_%) of the gross rental over the entire term of the lease (lease amount) or \_\_\_\_\_ percent, (\_\_\_\_%) of the sales price of the real property (legal description to be attached.) The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the **Broker** may claim a lien against your net sales proceeds for broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned. **Seller** agrees that a consideration for **Broker's** services, **Broker** is entitled to receive fifty percent (50%) of all deposits that the **Seller** retains as liquidated damages for a Buyer's default in a transaction, not to exceed the commission set forth in this paragraph.

**5. Seller** represents and warrants the following:

**a. Seller** and such portion of **Business** operation as is applicable, is now, and shall otherwise remain, in full compliance with all applicable laws, rules, and regulations regarding the commencement, operation and sale of **Business**, and to the best of the **Seller's** knowledge and belief there are no environmental or related matters which would adversely affect the sale of the **Business**;

**b.** All facts, figures and other information set forth herein, and all additional supporting documents pertaining to the **Business** and as requested by the Buyer has been provided to **Broker** by **Seller**. **Seller** represents that all facts, figures and other information provided are true and accurate;

and **c. Seller** shall provide proof of ownership of said business, as well as providing the authority required to execute any and all documentation needed to effect the sale of said **Business**.

**6. Seller** agrees to cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to **Broker** all inquiries regarding the **Business** transfer, whether by purchase or any other means of transfer. **Seller** shall deliver to **Broker** copies of any agreement between **Seller** and any prospective buyer of the **Business** within 5 days after the execution and delivery of any such agreement or 5 days before Closing, if earlier; notify **Broker** of the date, time and place of the Closing; and permit **Broker** or **Broker's** representative to be present at the Closing. **Seller** shall also notify the Closing Agent that **Broker** or **Broker's** representative may be present. If **Seller** fails to notify the Closing Agent, **Broker** shall be authorized to do so, and to authorize and instruct the Closing Agent to deduct any and all commissions due to **Broker** under this Agreement from the closing proceeds and to pay same to **Broker** at Closing.

**7. Seller** understands and acknowledges that all information supplied to **Broker** pertaining to **Business** will be used for promoting **Business** to potential purchasers. **Seller** further understands and acknowledges that **Broker** has not made any independent investigation of the accuracy of the information provided by **Seller**. **Seller** understands that such information will be relied upon by **Broker**, potential purchasers and the actual purchaser of **Business** for the purpose of submitting an Offer to Purchase. **Seller** agrees to indemnify and hold **Broker** harmless against any and all claims, demands, causes of action, losses, damages and costs and expenses, including attorney's fees and expenses incurred by **Broker**, regardless of whether a suit is filed or not, in the event **Seller** should breach any warranty, representation or obligation set forth herein. Any information attached hereto and/or acknowledged by the parties, shall be part of this Agreement. The Business Listing Information (BLI), Corporate Resolution to Sell (if a corporation), and the Owners Benefits Worksheet or Owners Cash Flow Analysis, shall be deemed to be a part of this Agreement.

**8. Broker**, cooperating brokers and any Escrow Agent is authorized to accept, receipt for, and hold all sums paid or deposited as an earnest money deposit; and if such deposit shall be forfeited as liquidated damages by mutual agreement between the parties, half shall be disbursed to **Seller** and half to the **Broker(s)** involved, and this Listing Agreement between **Seller** and **Broker** shall continue in full force and effect until its termination date.

**9.** This Contract shall be governed by the laws of the state of Florida. Any breach of this Agreement shall result in the prevailing party being entitled to receive from the other party all of its reasonable attorneys fees, costs, and expenses incurred at both the trial and appellate levels. The parties hereby consent to personal jurisdiction and venue, for any action arising out of a breach or threatened breach of this Agreement in the Circuit Court in and for **Broward** County, Florida and all actions shall be litigated in this County. The parties hereby agree that any controversy which may arise under this Agreement would involve complicated and difficult factual and legal issues. Therefore, any action brought by either party, alone or in combination with others, whether arising out of this Agreement or otherwise, shall be determined by a Judge sitting without a jury.

**10.** The **Seller** and/or: \_\_\_\_\_ agree to work in the Business at no compensation for a period of \_\_\_\_ days, in order to familiarize the Buyer with the **Business** and sign a non-compete agreement for \_\_\_\_ years within a \_\_\_\_ mile radius of the **Business**.

**11.** The **Seller** authorizes and agrees that **Broker**, in its sole discretion, may cooperate with other brokers or may refuse to do so. The **Seller** authorizes **Broker** to cooperate with any other broker regardless of their Agency Status. **Broker** may, in its sole discretion, share all or any portion of the total commission with such other broker(s).

**12.** The **Seller** authorizes **Broker** and any other broker with whom **Broker** is cooperating, to disclose **Seller's** reason for selling the **Business** to any Buyer or prospective

Seller's Initial \_\_\_\_\_

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Buyer.

13. The "Agency Relationship" between **Broker** and **Seller** is a: \_\_\_\_\_.

14. This Agreement constitutes the entire Agreement between the parties and it supersedes all negotiations, preliminary agreements, and all prior and contemporaneous discussions and understandings between the parties and shall not be modified except in writing executed by the parties. **Seller** expressly acknowledges reading, understanding and receiving a copy of this Agreement. **Seller** agrees that should **Broker** mail a copy of this Agreement within 24 hours of the signature of this Agreement by the **Seller**, such mailing shall be deemed to be in compliance with 475.25 (1)(r) Florida Statutes. A facsimile copy of this Agreement and any signatures shall be considered for all purposes to be original. If any paragraph, subparagraph, or provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement and the application of such paragraph, subparagraph, or provision to persons or circumstances other than those with respect to which it is held invalid, shall not be affected. This Agreement is binding on Broker's and Seller's heirs, personal representatives, administrators, successors and assigns. The **Seller** acknowledges that there are no oral representations upon which **Seller** relied upon in entering into this Agreement.

15. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ IT CAREFULLY BEFORE SIGNING TO BIND PAUL BROWNELL, QUALIFYING BROKER OF UNITED REALTY GROUP, OR AN AUTHORIZED REPRESENTATIVE, WHO MUST SIGN BELOW.**

Accepted and agreed to by **Seller** on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Seller:** \_\_\_\_\_

Send correspondence to: (%send\_home%) Home (%send\_business%) Business

by: \_\_\_\_\_  
*Seller or Seller's Agent* Title *Seller or Seller's Agent* Title

by: \_\_\_\_\_ who personally guarantees performance of this Agreement.

Home Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**FOR Broker :**

by: **BBF 386015 - Eric Wayne** \_\_\_\_\_  
Listing Agent's Name (Printed) Listing Agent (Signature) Date

\_\_\_\_\_  
Qualifying Broker or Authorized Representative's Acceptance Title Date

I hereby acknowledge having received a copy of this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Authorized Signature of **Seller** Title

**United Realty Group**  
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