



## LISTING AGREEMENT

In CONSIDERATION of Quick Business Networks, Inc (Broker), providing professional services to attempt the sale of the below mentioned business, I \_\_\_\_\_ (Owner), represent that I am the true legal owner of that business known as \_\_\_\_\_ located at \_\_\_\_\_ or have the express authorization to enter all contracts on behalf of the true owner to effect the sale of the said business.

I hereby employ Broker as the SOLE and EXCLUSIVE AGENT WITH THE SOLE AND EXCLUSIVE RIGHT TO SELL the above named Business, including all furniture, equipment, fixtures, inventory, goodwill, trademarks and trade names for a period of twelve (12) months from the date hereof. BROKER hereby accepts employment and promises to use its best efforts in BROKER'S ordinary course of business to offer for sale and to procure a ready and willing and able purchaser for the Business described above. OWNER does hereby appoint the BROKER as the sole and exclusive agent and hereby authorizes BROKER to present any and all offers BROKER may receive, until such time as OWNER accepts an offer to purchase, at which time BROKER need not advise owner of any subsequent offer received for the Business until after forfeiture by the purchaser or other nullification of the purchase contract. BROKER is authorized to accept deposits and issue receipts for deposits on all offers. OWNER grants BROKER the right to advertise and show the Business during normal business hours.

OWNER agrees to pay BROKER a fee in an amount equal to ten (10) percent of the Proposed Purchase Price, or a minimum of \$10,000 WHICHEVER IS MORE, immediately, PAYABLE AT CLOSING if any of the following occur:

- A. Broker procures a purchaser, ready, willing, and able to purchase the Business at the Proposed Purchase Price, or any other offer accepted by OWNER; or
- B. OWNER sells, leases, trades, or otherwise disposes of all or any part of the Business during the Sole and Exclusive Period, regardless of whether or not BROKER was involved in or responsible for such disposition, or
- C. OWNER enters into a contract of sale, accepts a deposit, or OWNER withdraws the Business from sale, or purports to terminate this Agreement prior to the expiration of the Sole and Exclusive period; or
- D. OWNER fails or refuses to complete a sale, lease, trade or the disposition of all or any part of the Business after entering into a written agreement to so; or
- E. OWNER sells, leases, trades or otherwise disposes of all or part of the BUSINESS within ONE (1) YEAR from the termination date of this Sole and Exclusive Period to any person, firm, or entity referred to the Business by BROKER, or who becomes aware of the Business through the effort of BROKER during the Sole and Exclusive Period.

OWNER represent and warrants that OWNER (and the Business operation, as applicable) is now, and shall remain, in full compliance with all local, state, and federal laws, rules and regulations regarding the operation and sale of the Business described above.

BROKER and OWNER hereby acknowledge that the transfer or other disposition of the above referenced lease on the Business premises is only incidental to the sale of the Business. No part of the Broker's fee payable hereunder is consideration for services rendered, if any, in connection therewith.

OWNER understands and hereby acknowledges that all facts, figures and other information and all additional supporting documentation pertaining to the Business, has been provided to BROKER by OTHER, and that BROKER will rely upon OWNER'S representations of such facts, figures, suitability of equipment and other information when describing and promotion the Business to potential purchasers, without making an investigation into the accuracy and completeness of such representation by OWNER. Therefore, OWNER hereby represents and warrants that all such figures, facts, suitability of equipment and other information provided are true and complete in all material respects and contain no material omissions. OWNER hereby agrees to indemnify and hold harmless BROKER against all claims, demands, causes of action, losses, damages, cost and expenses, including reasonable attorney's fees and fees on appeals arising out of a breach of this warranty, and further agrees that the county in which BROKER'S office is located is proper venue of any such action or suit in connection with any misrepresentation or omissions made on behalf of OWNER relative to the Business.

As agent for OWNER, BROKER, or any cooperating BROKER, or any other authorized escrow agent, is authorized to accept receipts for, and hold all money paid or deposited as a binder thereon in accordance with the law, and if such deposit shall be forfeited by the prospective purchaser, BROKER may retain one-half of such deposits.

OWNER understands that by this Agreement BROKER does not guarantee the sale of the above Business, but that BROKER will make an earnest and continuous effort to sell same until this agreement is terminated.

This Agreement contains the entire understanding between parties. Any changes or modifications must be in writing and signed by the parties.

THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ IT CAREFULLY BEFORE SIGNING.

I have read and understood, and hereby agree to the above terms and provisions of the Agreement and the Addendum hereto, and hereby acknowledges receipt of a copy of this Agreement and Addendum. Also, I represent and warrant that the undersigned constitute all of the Owners/Partners/Shareholders of the Business listed herein and hereby personally guarantee performance of this Agreement.

Date: \_\_\_\_\_ At: \_\_\_\_\_ Notes: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Accepted By: \_\_\_\_\_ Agent for Quick Business Networks: \_\_\_\_\_