



EXCLUSIVE RIGHT TO SELL BUSINESS AGREEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE BIZ BROKER+®, INC. IS NOT AUTHORIZED.

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1. PARTIES: The parties to this agreement (this Listing) are:

Business Name: _____
Business Address: _____
City, Zip, County: _____
Email: _____ Phone: _____
Industry: _____

2. OWNERSHIP: The ownership and % of ownership to this agreement (this Listing) are:

Owner Name: _____ % of Ownership: _____
Email: _____ Phone: _____
Owner Name: _____ % of Ownership: _____
Email: _____ Phone: _____
Owner Name: _____ % of Ownership: _____
Email: _____ Phone: _____

B. Except as otherwise provided in this listing, the firm is to market the business together with:

- (1) all equipment, inventory, and improvements integral to the Business operations;
- (2) all rights, privileges, and appurtenances pertaining to the Business, including the Owner(s)' right, title, and interest in any business-related assets;
- (3) Owner(s)' interest in all leases, rents, and security deposits related to the Business operations;
- (4) Owner(s)' interest in all licenses and permits related to the operation of the Business, if transferable;
- (5) Owner(s)' interest in any third-party warranties or guarantees, if transferable, relating to Business equipment or assets;
- (6) Owner(s)' interest in any trade names, if transferable, used in connection with the Business; and
- (7) all Owner(s)' tangible personal property used in connection with Business operations, except:

3. LISTING PRICE:

A. The Owner(s) instruct Biz Broker + to market the Business at the following sales price:

(Listing Price).\$ _____

Business Listing regarding _____

B. The Owner(s) agree to sell the Business for the Listing Price or any other price acceptable to the Owner(s). The Owner(s) will pay all typical closing costs associated with business sales, except:

4. TERM:

A. This Listing begins on _____ and ends at 11:59 p.m. on _____.

B. If the Owner(s) enter into a binding written contract to sell the Business before the date this Listing begins, and the contract is binding on that date, this Listing will not commence and will be void

5. FIRM FEE:

A. Fee: When earned and payable, the Owner(s) will pay Biz Broker+ a fee of:

(1) _____ % of the final sales price of the Business; or \$15,000 for all sale is under \$150,000

B. Earned: Biz Broker+'s fee is earned when any one of the following occurs during this Listing:

1. The Owner(s) sell, exchange, agree to sell, or agree to exchange all or part of the Business to anyone at any price on any terms;
2. Biz Broker +, individually or in cooperation with another broker, procures a buyer who is ready, willing, and able to buy all or part of the Business at the Listing Price or at any other price acceptable to the Owner(s)
3. The Owner(s) grant or agree to grant another person an option to purchase all or part of the Business;
4. The Owner(s) transfer or agree to transfer all or part of their ownership interest (stock or shares) in any entity that holds title to the Business for the purpose of conveying all or part of the Business to another person; or
5. The Owner(s) breach this Listing.

C. Payable: Once earned, Biz Broker +'s fee is payable either during this Listing or after it ends, at the earliest of the following:

1. The closing and funding of any sale or exchange of all or part of the Business;
2. The Owner(s)' refusal to sell the Business after Biz Broker +'s fee has been earned;
3. The Owner(s)' breach of this Listing; or
4. At such other time as specified in this Listing.

Biz Broker +'s fee is not payable if a sale of the Business does not close or fund as a result of:

1. The Owner(s)' failure, without fault of the Owner(s), to deliver necessary closing documents or fulfill other contractual requirements;
2. Loss of ownership due to legal proceedings affecting the Business or its assets; or
3. The Owner(s)' failure to restore the Business or its assets to their prior condition following a casualty loss by the closing date specified in the contract for sale.

Business Listing regarding _____

D: Other Fees:

- (1) Breach by Buyer Under Contract: If the Owner(s) collect earnest money, the sales price, or damages through a suit, compromise, settlement, or other means from a buyer who breaches a contract for the sale of all or part of the Business during this Listing, the Owner(s) will pay Biz Broker +, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of Biz Broker +'s fee stated in Paragraph 5A. Any amount paid under this section is in addition to any amount that Biz Broker + may be entitled to receive for subsequently selling the Business.
- (2) Service Providers: If Biz Broker + refers the Owner(s) or a prospective buyer to a service provider (e.g., moving company, telecommunications provider, contractor), Biz Broker + may receive a referral fee from the service provider. Any referral fee collected under this section is in addition to any other compensation Biz Broker + may receive under this Listing.
- (3) Other Fees and/or Reimbursable Expenses: _____

E. Protection Period:

- (1) The "Protection period" refers to the time starting the day after this Listing ends and continuing for _____ days.
- (2) No later than 10 days after this Listing ends, Biz Broker + may send the Owner(s) written notice specifying the names of individuals or entities that Biz Broker + engaged regarding the Business during this Listing. If the Owner(s) agree to sell all or part of the Business to any person named in the notice, or to a relative or business associate of such person, during the protection period, the Owner(s) will pay Biz Broker +, upon closing of the sale, the amount Biz Broker + would have been entitled to if this Listing were still in effect.
- (3) If the business is sold within 2 years after the termination of this Agreement to a buyer who was first introduced by the Broker during the term, the Broker is entitled to the full commission.
- (4) "Person" means any individual or entity. "Sell" means any transfer of any interest in the Business, whether by agreement or option.
- (5) This section survives termination of this Listing.
- (6) Escrow Authorization: The Owner(s) authorize, and Biz Broker + may instruct, any escrow or closing agent authorized to close a transaction for the purchase of the Business to collect and disburse to Biz Broker + all amounts payable under this Listing.

6. ACCESS TO THE BUSINESS:

Authorizing access to the Business means giving permission to another person to enter the Business premises, disclosing any necessary access codes to such person, and, if applicable, providing keys or other means of access. To facilitate the showing and sale of the Business, the Owner(s) instruct Biz Broker + and its associates to:

Business Listing regarding _____

- (i) access the Business premises at reasonable times;
- (ii) authorize prospective buyers, other brokers, and relevant professionals, such as inspectors and appraisers, to enter the Business premises at reasonable times

7. EXCLUSIONS LISTED BY BUSINESS OWNERS:

The Business Owners hereby specify the following exclusions that should not be included in the sale of the Business:

8. LEGAL FEES AND CLOSING COSTS:

The Owner(s) agree to sell the Business for the Listing Price or any other price acceptable to the Owner(s). The Owner(s) will be responsible for all typical closing costs associated with business sales. Legal fees will be based upon the final sales price and include any fees related to the transfer of assets, licenses, intellectual property, and any other items agreed upon in the purchase contract.

9. MARKETING AND ADVERTISING

Biz Broker + shall have the exclusive right to advertise, market, and promote the Business for sale using methods deemed appropriate by Biz Broker +, including but not limited to online listings, social media, and industry publications. The cost of these marketing efforts shall be borne by [the Owner(s)/Biz Broker +] as agreed upon by both parties.

10. OWNER(S)' RESPONSIBILITIES

The Owner(s) agree to cooperate fully with Biz Broker + in the sale of the Business, including providing timely access to financial records, premises, and any other information or documentation reasonably required by Biz Broker +. The Owner(s) shall not independently advertise, negotiate, or attempt to sell the Business during the term of this Agreement.

11. CONFIDENTIALITY

During the term of this Agreement and for one (1) year thereafter, Biz Broker + shall maintain confidentiality and use any information or documentation marked "Confidential" by the Owner(s) solely for the purposes of this Agreement.

12. TITLE AND AUTHORITY

The Owner(s) represent and warrant that they have full legal right, power, and authority to sell the Business and assets described herein. The Owner(s) agree to indemnify and hold Biz Broker + harmless from any claims arising from incorrect information provided by the Owner(s) or from any material facts concerning the Business known to the Owner(s) but not disclosed to Biz Broker +.

13. ESCROW AND CLOSING

All deposits will be held in escrow by Biz Broker +, an attorney, or an escrow agent agreed upon by the Buyer and Biz Broker +. Biz Broker + is authorized to deduct its commission from the proceeds at the time of settlement.

14. PRE-QUALIFICATION OF BUYERS

Biz Broker + agrees to use reasonable efforts to pre-qualify potential buyers and ensure they have the financial capability to complete the purchase before introducing them to the Owner(s). The Owner(s) acknowledge that Biz Broker + cannot guarantee the financial performance or integrity of any buyer.

15. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of _____.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, superseding any prior understandings or representations, whether oral or written.

17. AMENDMENTS

This Agreement may only be modified or changed by a written instrument signed by both the Owner(s) and Biz Broker +.

18. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

19. DISPUTE RESOLUTION

Any disputes arising under this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

20. HOLD HARMLESS

The Owner(s) agree to indemnify and hold Biz Broker + harmless from any and all claims, damages, losses, or expenses, including attorney's fees, arising out of any incorrect, misleading, or incomplete information supplied by the Owner(s) or from any failure by the Owner(s) to disclose material facts concerning the Business.

21. FEES AND PAYMENT TERMS

- (1) **Listing Fees:** The Owner(s) acknowledge that there are specific fees associated with listing their Business for sale (the "Listing Fees"). These Listing Fees cover costs related to marketing, advertising, and other expenses incurred by Biz Broker + in connection with the Business listing. The Listing Fees are separate from any commission fees that may be due upon the successful sale of the Business.
- (2) **Payment Upon Sale:** The Owner(s) agree that the Listing Fees will be payable to Biz Broker + only upon the successful sale of the Business. The amount of the Listing Fees will be outlined in a separate fee schedule provided by Biz Broker +.
- (3) **Upfront Payment Option:** Biz Broker + reserves the right to require the Listing Fees to be paid upfront before listing the Business. If the Listing Fees are paid upfront and the Business is sold, Biz Broker + will refund the upfront payment or apply it as a credit against the final commission or fee due upon closing. If the Business does not sell, the Owner(s) acknowledge that they will bear the risk of losing the upfront-paid Listing Fees and will not be entitled to a refund.
- (4) **Broker-Covered Listing Fees:** If Biz Broker + covers the Listing Fees upfront, it will bear the cost if the Business does not sell. In this case, the Owner(s) will not be responsible for reimbursing these fees.

- (5) **Commission Fees:** The Owner(s) acknowledge that commission fees will be due to Biz Broker + upon the successful sale of the Business, separate from the Listing Fees. The terms and amount of commission fees are detailed 5(A) of this Agreement.

- (6) **Transaction Fees:** A non-refundable transaction fee of \$499 will be applied to cover administrative, documentation, and processing costs associated with the sale. This fee is due upon the execution of this agreement and is separate from any other commissions or service charges. The transaction fee is designed to ensure thorough and efficient handling of all necessary paperwork and support services for a smooth transaction process.

22. INTERMEDIARY STATUS:

Biz Broker + may show the Business to interested prospective buyers it represents. If a prospective buyer represented by Biz Broker + offers to purchase the Business, the Owner(s) authorize Biz Broker + to act as an intermediary and notify the Owner(s) that Biz Broker + will service the parties in accordance with the following:

If Biz Broker + acts as an intermediary under this Agreement, Biz Broker + and its associates will adhere to these guidelines:

- (1) Biz Broker + may not disclose to a prospective buyer that the Owner(s) will accept a price lower than the asking price unless specifically instructed in writing by the Owner(s).

- (2) Biz Broker + may not disclose to the Owner(s) that the prospective buyer is willing to pay a price higher than the amount stated in a written offer unless specifically instructed in writing by the buyer.

- (3) Biz Broker + will not disclose any confidential information or any information that the Owner(s) or prospective buyer has instructed Biz Broker + in writing to keep confidential. This confidentiality obligation applies unless written permission is provided by the respective party, or disclosure is required by applicable laws, court orders, or if the information relates materially to the condition of the Business.

NOTICE:

If Biz Broker + acts as an intermediary under this Agreement, Biz Broker + and its associates:

- (1) May not disclose to a prospective buyer that the Owner(s) will accept a price lower than the asking price unless specifically instructed in writing by the Owner(s).

- (2) May not disclose to the Owner(s) that the prospective buyer is willing to pay a price higher than the amount stated in a written offer unless specifically instructed in writing by the prospective buyer.

- (3) May not disclose any confidential information or any information that the Owner(s) or the prospective buyer specifically instructs Biz Broker + in writing not to disclose, unless written permission is provided by the respective party, or disclosure is required by law, court order, or if the information materially relates to the condition of the Business.

- (4) May not treat any party to the transaction dishonestly.

