



# LISTING AGREEMENT

Effective Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Broker \_\_\_\_\_ Yrs. Operating \_\_\_\_\_ Yrs. Pres./Owner \_\_\_\_\_  
 Seller \_\_\_\_\_ Base Mo. Rental \_\_\_\_\_ Lease Exp. Date \_\_\_\_\_  
 Corp. &/or Firm Name \_\_\_\_\_ Option \_\_\_\_\_ Security on Lease \$ \_\_\_\_\_  
 DBA ("Business") \_\_\_\_\_ Lessor \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
 Type of Business \_\_\_\_\_ Purchase Price \$ \_\_\_\_\_  
 Address \_\_\_\_\_ Commission \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_ Down Payment \_\_\_\_\_  
 Phone No. \_\_\_\_\_ Inventory at Cost \$ \_\_\_\_\_ Incl. in Purch. Price \_\_\_\_\_  
 Days Open \_\_\_\_\_ Closed On \_\_\_\_\_ Monthly Receipts \$ \_\_\_\_\_ Seller will prove \_\_\_\_\_  
 Hours Open \_\_\_\_\_ Monthly Net Profit \$ \_\_\_\_\_ Seller will prove \_\_\_\_\_

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

LOANS/LIENS/ENCUMBRANCES Total \$ \_\_\_\_\_  
 Amount \$ \_\_\_\_ Payments \$ \_\_\_\_\_ Interest \_\_\_\_\_ % Holder \_\_\_\_\_ Secured Y/N Phone (\_\_\_\_) \_\_\_\_\_  
 Amount \$ \_\_\_\_ Payments \$ \_\_\_\_\_ Interest \_\_\_\_\_ % Holder \_\_\_\_\_ Secured Y/N Phone (\_\_\_\_) \_\_\_\_\_  
 Seller will carry balance at \$ \_\_\_\_\_ Per month incl. \_\_\_\_\_ % on unpaid balances

Other: \_\_\_\_\_

All trade fixtures, furnishings and equipment included except the following items:  
 \_\_\_\_\_  
 \_\_\_\_\_

Special Lease Terms and Conditions \_\_\_\_\_

## REMARKS

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## SOLE AND EXCLUSIVE RIGHT TO SELL

- By signing this Agreement, Seller engages Broker, on a sole and exclusive basis, to sell the Business, including all assets of the Business, without limitation. Seller expressly grants Broker the right to file a UCC-1 Financing Statement securing Broker's rights hereunder against the Business.
- Seller shall pay Broker \_\_\_\_\_ percent (\_\_\_\_%) of the purchase price, but in any event not less than \$ \_\_\_\_\_.
- Seller agrees that, if Seller cancels (or attempts to cancel) this Agreement or the listing designated hereunder or withdraws the Business from sale during the Listing Term, the Commission shall be immediately due by Seller to Broker. If Seller refuses, fails, or is unable to comply with any or all of this Agreement for any reason, preventing disposition of the Business during the Listing Term, upon the terms set forth herein, the Commission shall be immediately due by Seller to Broker.
- Seller agrees that the Commission shall be immediately due and payable if Seller, directly or indirectly, enters into an offer to purchase (however designated); accepts a deposit; or does any other act tantamount to a sale or contract to sell without Broker's prior, written approval. Seller's cancellation or rescission of any such act shall not release Seller from liability for the amount owed by Seller's to Broker for this breach.
- In any case where a purchaser's deposit and/or down payment is forfeited, the deposit shall be divided as follows:  
 \_\_\_\_\_  
 \_\_\_\_\_
- Seller acknowledges that it has supplied the listing information above and warrants that the information is true and correct.
- For a period of one (1) year following the natural expiration of this Agreement, Seller agrees to pay the full Commission set forth in this Agreement to Broker if the Business is, in whole or in part, sold, leased, traded or otherwise conveyed to anyone referred to Seller by Broker during the Listing Term.
- This Agreement shall begin on the Effective Date and continue until \_\_\_\_\_, 20\_\_ (the "Listing Term")
- Should Broker successfully enforce its rights hereunder in any action, then Seller shall pay Broker all of its actual costs, expenses and attorney's fees incurred in such enforcement.
- Upon a breach of this Agreement by either party, the other shall have all rights and remedies available in law and equity. Each party hereto expressly agrees to submit to the jurisdiction and venue of any court in the State of Georgia selected by either party commencing litigation and expressly waives the defense of *forum non conveniens*.
- Seller represents, warrants and agrees that (a) Seller has read this Agreement; (b) the undersigned has the authority to enter into this Agreement and bind Seller to the terms hereof; and (c) Seller and the undersigned are not under any disability and are entering into this Agreement knowingly and without duress.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Broker \_\_\_\_\_  
 \_\_\_\_\_ (SEAL)  
 By \_\_\_\_\_ (SEAL) Seller \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ Seller \_\_\_\_\_ (SEAL)