



**BUSINESS EXCLUSIVE SALE LISTING AND
SELLER REPRESENTATION AGREEMENT
IDAHO**

This Agreement is made by and between _____
_____ (“Seller”) and _____
_____ (“Broker”). Seller hereby grants to Broker the exclusive and
irrevocable right to sell (and to receipt for deposit in connection therewith), the business owned by Seller in the
City of _____, _____ County, Idaho; and commonly
known or described as _____ (the “Business”).

- 1. DURATION OF AGREEMENT.** This Agreement shall commence on _____ and shall
expire at 11:59 p.m. on _____. This Agreement shall not extend or renew automatically,
and the parties shall enter into a separate, written agreement to extend or renew it.
- 2. PRICE AND TERMS.** Seller agrees to list the Business at a price of \$ _____ and shall consider
offers that include the following terms: _____

- 3. DEFINITIONS.** As used in this Agreement, (a) “CBA” shall mean the Commercial Brokers Association;
(b) “sell” shall mean sell, enter into a contract to sell, or exchange the Business. The phrases “this Agreement”
and “during the term of this Agreement” include separate, written extensions or renewals of this Agreement.
- 4. PERSONAL BUSINESS AND INVENTORY.** The sale price shall include all owned and assignable or
transferable leased furniture, fixtures, equipment and other personal property (the “Personal Business”) used
in, or in connection with, the Business. The sale price does not include the saleable goods, wares and
merchandise of the Business (the “Inventory”). Prior to closing, the Inventory shall be inventoried at Seller's
cost, and the agreed value thereof shall be added to the sale price.
- 5. AGENCY / DUAL AGENCY.** Seller authorizes Broker to appoint _____ to
act as Seller's assigned agent (“Listing Agent”). It is understood and agreed that this Agreement creates an
agency relationship with Listing Agent and Broker only, **not** with any other salesperson of Broker; provided,
Seller authorizes Broker to appoint other salespersons affiliated with Broker as subagents to act on Seller's
behalf as and when needed, at Broker's discretion. Seller further authorizes Broker to enter into cooperative
brokerage agreements.

Seller confirms that Broker's office policy was made available for inspection and review. SELLER
UNDERSTANDS THAT SELLER IS REPRESENTED BY BROKER BY VIRTUE OF THIS WRITTEN SELLER
REPRESENTATION AGREEMENT.

- 6. LIMITED DUAL REPRESENTATION AND ASSIGNED AGENCY.** Seller has received, read and understands
the Idaho Real Estate Commission's “Agency Disclosure Brochure.” Seller understands that Broker may
provide agency representation to both Seller and the buyer. Seller understands that, as an agent for both
buyer/client and seller/client, Broker will be a limited dual agent of each client and cannot advocate on behalf
of one client over another, and cannot legally disclose to either client certain confidential client information
concerning price negotiations, terms or factors motivating the buyer/client to buy or the seller/client to sell
without specific written permission of the client to whom the information pertains. The specific duties,
obligations and limitations of a limited dual agent are contained in the Agency Disclosure Brochure as
required by Section 54-2085, Idaho Code. The Seller understands that a limited dual agent does not have a
duty of undivided loyalty to either client.



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Seller further acknowledges that, to the extent Broker offers assigned agency as a type of agency representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in Section 54-2087, Idaho Code. In an assigned agency situation, the designated broker (the broker who supervises the sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency relationship.

- Broker **may** act as a Limited Dual Agent and may, in Broker's discretion, assign individual agents to represent Seller and potential buyers of the Property.
- Broker **may not** act as a Limited Dual Agent.

_____/_____
[Seller's Initials]

Seller agrees that if Broker acts as a Limited Dual Agent, then Broker shall be entitled to the entire commission payable under this Agreement plus any additional compensation Broker may have negotiated with the buyer.

- 7. **REAL PROPERTY.** The commercial real estate on which the Business is located is: Leased by Seller, and Seller will assign the lease to buyer at closing, Owned by Seller and will be leased to buyer on the terms and conditions **in Exhibit B attached hereto**, Owned by Seller, and the sale of the Business is conditioned on the buyer also purchasing the real property in accordance with the terms and conditions **in Exhibit B attached hereto**. The price of the real property is not included in the sale price of the Business.
- 8. **BUSINESS OWNERSHIP AND INFORMATION.** Seller warrants that Seller has the right to sell the Business on the terms set forth in this Agreement and agrees to furnish and pay for a buyer's policy of title insurance showing Seller's right, as appropriate, to assign the existing lease, lease the property directly to the buyer, or sell it to the buyer, free and clear of any encumbrances. In addition, Seller warrants that Seller has the right to sell all the Personal Property and the Inventory on the terms herein, and agrees to furnish and pay for a Uniform Commercial Code search showing marketable title to the same. Seller also warrants that the information on the Business Information pages of this Agreement is correct. Seller understands that Broker and other members of CBA will make representations to prospective buyers based solely on the property information in this Agreement, and agrees to indemnify and hold Broker and other members of CBA harmless in the event the foregoing warranties are incorrect. Seller acknowledges that following closing, the amount of the purchase price and any other terms of the sale of the Business shall not be deemed confidential information and Seller authorizes disclosure of the same. Seller acknowledges that, pursuant to Section 54-2083, Idaho Code, the amount of the sale price and information that is publicly recorded or generally disseminated in the marketplace do not constitute confidential information. Seller acknowledges receipt of a copy of this Agreement, with the Business Information pages of this Agreement fully completed.

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- 9. SEARCH AND CLOSING COSTS.** In addition to purchasing a buyer's policy of title insurance and paying for a Uniform Commercial Code search, Seller agrees to pay one-half of the escrow fee. Rent, insurance, taxes, utilities, interest and reserves on assumed encumbrances are to be prorated between Seller and buyer as of the date of closing. The Seller agrees to pay publication fees, if any.
- 10. COMMISSION.** Broker shall be entitled to a commission if: (a) Broker sells or procures a buyer on the terms of this Agreement or on other terms acceptable to Seller; (b) Seller sells the Business directly or indirectly or through any person or entity other than Broker during the term of this Agreement; (c) Seller sells the Business within six months after the expiration or sooner termination of this Agreement to a person or entity that submitted an offer to purchase the Business during the term of this Agreement or that appears on any registration list provided by Broker pursuant to this Agreement or an "Affiliate" of such a person or entity that submitted an offer or that appears on the registration list; (d) the Business is made unmarketable by Seller's voluntary act; or (e) Seller withdraws the Business from sale, or otherwise prevents Broker from selling it. Broker need not submit to Seller any offers to lease, rent, execute an option to purchase, or enter into any agreement other than for immediate sale of the Business. The Commission shall be calculated as follows:

Broker shall submit any registration list to Seller within 15 days after the expiration or sooner termination of this Agreement and shall only include on the registration list persons or entities to whose attention the Business was brought through the signs, advertising or other action of Broker, or who received information secured directly or indirectly from or through Broker during the term of this Agreement. Seller shall provide the registration list to any other brokers that assist Seller with this Business. "Affiliate" means with respect to any person or entity that submitted an offer during the term of this Agreement or that appears on the registration list, any buyer which has more than a 10% ownership or voting interest in such an entity or any buyer in which more than 10% of the ownership or voting interests are owned or controlled by such a person or entity.

- 11. BROKER/MULTIPLE LISTING.** Broker shall cause this listing to be published by CBA for distribution to all CBA members through CBA's listing distribution system. Broker shall cooperate with all other members of CBA in working toward the sale of the Business. Seller understands and agrees that all information contained in this Agreement or otherwise given to CBA becomes the property of CBA, is not confidential, and will be given to third parties, including prospective buyers, other cooperating members of CBA who do not represent the Seller and, in some instances, may represent the buyer and other parties granted access to CBA's listing systems. Seller agrees that Broker may record this Agreement. Regardless of whether a cooperating member is the Broker of the buyer, Seller, neither or both, the member shall be entitled to receive the selling office's share of the commission as designated by the listing office. IT IS UNDERSTOOD THAT CBA IS NOT A PARTY TO THIS AGREEMENT, AND ITS SOLE FUNCTION IS TO FURNISH THE DESCRIPTIVE INFORMATION SET FORTH IN THIS LISTING TO ITS MEMBERS, WITHOUT VERIFICATION AND WITHOUT ASSUMING ANY RESPONSIBILITY FOR SUCH INFORMATION OR IN RESPECT TO THIS AGREEMENT.



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12. ATTORNEY'S FEES. In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay a reasonable attorney fee and any costs and expenses incurred. In the event of trial, venue shall be in the county in which the Business is located, and the amount of the attorney's fee shall be as fixed by the court.

13. ADDITIONAL TERMS. In addition to the Business Information pages of this Agreement, Exhibit A (legal description), and Exhibit B (lease or sale terms), the following amendments or addenda (which are also attached hereto) are part of this Agreement:

SELLER

Seller/Authorized Signature

Seller/Authorized Signature

Title

Title

Date

Date

BROKER

_____, Broker (Company)
(Office)

By _____
(Authorized Representative)

Date: _____