

BUSINESS EXCLUSIVE AGENCY LISTING AGREEMENT

CBA Text Disclaimer: Text deleted by licensee indicated by strike.
New text inserted by licensee indicated by small capital letters.

This Agreement is made by and between _____ ("Seller") and _____ ("Firm"). Seller hereby grants to Firm 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, Washington; commonly known or described as _____ (the "Business").

1. **DURATION OF AGREEMENT.** This Agreement shall commence on _____, 20____ and shall expire at 11:59 p.m. on _____, 20_____.
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 PROPERTY AND INVENTORY.** The sale price shall include all owned and assignable or transferable leased furniture, fixtures, equipment and other personal property (the "Personal Property") 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. **REAL PROPERTY.** The real estate on which the Business is located is legally described on Exhibit A hereto and 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.
6. **AGENCY/DUAL AGENCY.** Seller authorizes Firm to appoint _____ as Seller's Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm's brokers who supervise Listing Broker's performance as Seller's agent ("Supervising Broker"). No other brokers affiliated with Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to act on Seller's behalf as and when needed.

If the Business is sold to a buyer represented by one of Firm's brokers other than Listing Broker ("Buyer's Broker"), Seller consents to any Supervising Broker who also supervises Buyer's Broker acting as a dual agent. If the Business is sold to a buyer who Listing Broker also represents, Seller consents to Listing Broker and Supervising Broker acting as dual agents. Seller has received from Listing Broker the pamphlet entitled "The Law of Real Estate Agency."

If any of Firm's brokers act as a dual agent, Firm shall be entitled to the entire commission payable under this Agreement plus any additional compensation Firm may have negotiated with the buyer..

7. **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

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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 Firm and other members of CBA will make representations to prospective buyers based solely on the information in this Agreement and agrees to indemnify and hold Firm and other members of CBA harmless in the event that 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 receipt of a copy of this Agreement, with the Business Information pages of this Agreement fully completed.

8. **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.
9. **COMMISSION.** Firm shall be entitled to a commission if: (a) Firm sells or procures a buyer on the terms of this Agreement or on other terms acceptable to Seller; (b) Seller sells the Business through any other real estate firm 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 Firm 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 Firm from selling it. Firm 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: _____.

Firm 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 Firm or who received information secured directly or indirectly from or through Firm during the term of this Agreement. Seller shall provide the registration list to any other brokers that assist the 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.

10. **FIRM/MULTIPLE LISTING.** Firm shall cause this listing to be published by CBA for distribution to all CBA members through CBA's listing distribution system. Firm 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 Firm 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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- 11. **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's fee and any costs and expenses incurred. In the event of trial, the amount of the attorney's fee shall be as fixed by the court.
- 12. **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

Name: _____
Title _____
Date _____

Name: _____
Title _____
Date _____

FIRM

_____, Firm (Company)
(Office)

By _____
(Authorized Representative)

Date: _____



BUSINESS EXCLUSIVE AGENCY LISTING AGREEMENT

EXHIBIT A

(Legal Description)



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EXHIBIT B

(Lease or Sale Terms)