

**EXCLUSIVE AGENCY  
BUSINESS OPPORTUNITY**



This is Intended to be a Legally Binding Contract

Legal I.D. \_\_\_\_\_

NOTE: LISTINGS AND SALES INVOLVING CORPORATE STOCK MAY REQUIRE COMPLIANCE WITH STATE AND FEDERAL SECURITIES LAWS.

- 1. **Exclusive Agency.** In consideration of the acceptance by the undersigned licensed Arizona real estate broker
- 2. ("Broker") of the terms of this Contract and Broker's promise to endeavor to effect a sale of the business described
- 3. below, I or we, as owner(s) "the "Owner)", employ and appoint Broker as the sole and exclusive agent commencing on
- 4. \_\_\_\_\_, \_\_\_\_\_, and expiring at midnight on \_\_\_\_\_, \_\_\_\_\_ to effect a sale of
- 5. the Business described in lines 9 through 13. For purposes of this contract, a "sale" of the Business shall mean any
- 6. transaction or combination of transactions whereby, directly or indirectly, ownership or control of all or a material part
- 7. of the Business or its assets is transferred for consideration, including without limitation, a sale or exchange of stock or
- 8. assets, a lease, an option, a merger or consolidation, a minority investment or a management agreement.
- 9. **The Business.** For purposes of this Contract, the "Business" means the business described in lines 9 through 15 and
- 10. in the Data Entry Form.

11. \_\_\_\_\_  
NAME TYPE OF BUSINESS

12. \_\_\_\_\_  
PRINCIPAL LOCATION

13. \_\_\_\_\_  
OTHER LOCATIONS

- 14. The "Business" also includes all customer lists, all trade fixtures located on the Business premises and all equipment
- 15. used in the Business. The "Business" shall not include any bank accounts or accounts receivable.

- 16. **Price.** The listing price shall be \$ \_\_\_\_\_, plus any amounts paid for inventory pursuant to lines
- 17. 29 through 32, which shall be paid as described in the Owner's Data Entry Form, or such other price and terms as are
- 18. accepted by Owner.

19. The Price includes: \_\_\_\_\_  
20. \_\_\_\_\_  
21. \_\_\_\_\_  
22. \_\_\_\_\_  
23. \_\_\_\_\_

24. The Price does not include: \_\_\_\_\_  
25. \_\_\_\_\_  
26. \_\_\_\_\_  
27. \_\_\_\_\_  
28. \_\_\_\_\_

- 29. **Inventory.** Inventory shall be sold to the purchaser in connection with any sale of the Business  yes  no. If
- 30. inventory is included, Owner shall deliver to the purchaser, within five business days after a purchase contract has
- 31. been signed, a list showing all inventory that is to be delivered to the purchaser at the closing plus the price or unit
- 32. price thereof.

- 33. **Lease.** The Business is operated from one or more properties leased from Owner or a third party  yes  no. With
- 34. respect to each such lease, the terms and whether it is assumable by a purchaser of the Business are as follows:

35. \_\_\_\_\_  
36. \_\_\_\_\_  
37. \_\_\_\_\_

- 38. The Business premises include the following fixtures, improvements or personal property: All existing built-in
- 39. appliances, light fixtures, window coverings and rods, attached carpeting, draperies and other window coverings, fire
- 40. warning and security systems and ceiling fans, except:

41. \_\_\_\_\_  
42. \_\_\_\_\_

43. **Leased Equipment:** The following leased equipment shall be transferred to the extent consent is given by the  
44. appropriate lessors: \_\_\_\_\_

45. \_\_\_\_\_

46. The following leased equipment is excluded: \_\_\_\_\_

47. \_\_\_\_\_

48. \_\_\_\_\_

49. **Sign.** Broker is authorized to place Broker's "For Sale" and "Sold" signs, as appropriate, on the Business premises

50.  yes  no.

51. **Additional Terms.** \_\_\_\_\_

52. \_\_\_\_\_

53. \_\_\_\_\_

54. **Owner's Right to Sell.** Owner reserves the right to sell the Business during the term hereof, without incurring liability

55. for any compensation to Broker, provided that such sale is not made to a person produced by Broker or with whom

56. Broker has negotiated during the term hereof, or through any other business or real estate broker, and provided that

57. Broker, prior to such sale, has not become entitled to compensation in accordance with the terms hereof.

58. **Compensation to Broker.** Owner agrees to compensate Broker as follows:

59. a. If Broker produces a ready, willing and able purchaser in accordance with this Contract, or if a sale of the Business

60. is made through any other business or real estate broker during the term of this exclusive listing, for services

61. rendered, Owner agrees to pay Broker a commission of \_\_\_\_\_.

62. The same amount of commission shall be payable to Broker if, without the consent of Broker, the Business is

63. withdrawn from this listing or otherwise withdrawn from sale.

64. b. If within \_\_\_\_\_ days after the expiration of this Contract, a sale of the Business is made by Owner to any

65. person to whom the Business has been shown by Broker or any agent of Broker, or with whom Broker or any agent

66. of Broker has negotiated concerning the sale of the Business, the same fee shall be payable unless this Contract

67. has been renewed or the Business has been relisted on an exclusive basis with another broker.

68. c. Owner authorizes Broker to cooperate with other brokers and to divide with other brokers all such compensation in

69. any manner acceptable to Broker.

70. d. Owner will instruct the escrow company, if any, to pay all such commissions to Broker as a condition to closing and

71. irrevocably assigns Owner's proceeds to Broker at close of escrow to the extent necessary therefor. If completion

72. of the sale is prevented by default of Owner, the entire fee shall be paid directly by Owner. If the earnest deposit is

73. forfeited for any other reason, Owner shall pay a brokerage fee equal to one-half of the earnest deposit, provided

74. such payment shall not exceed the full amount of the fee. Nothing in this paragraph shall be construed as limiting

75. applicable provisions of law relating to when commissions are earned or payable.

76. **TERMS ON REVERSE.** THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF PLUS ALL

77. INFORMATION ON THE DATA ENTRY FORM ARE INCORPORATED HEREIN BY REFERENCE.

78. **Receipt of Copy.** Broker and Owner acknowledge receipt of a copy of this Contract.

79. COMMISSIONS PAYABLE FOR THE SALE, LEASING OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY

80. BOARD OF REALTORS® OR MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN BY

81. NEGOTIATION BETWEEN THE BROKER AND THE CLIENT.

82. \_\_\_\_\_

Owner Address Date

83. \_\_\_\_\_

Owner City/Zip Phone

84. In consideration of Owner's representations and promises in this Contract, Broker agrees to endeavor to effect a sale

85. in accordance with this Contract and further agrees to file this listing or publication by a local Board of REALTORS®

86. and dissemination to the Users of ARMLS.

87. \_\_\_\_\_

Listing Office By (Signature) Phone

88. Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Broker

89. Broker's File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date: \_\_\_\_\_

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

90. **Multiple Listing Service.** Broker is a member of a local Board of REALTORS®, which is a member of ARMLS. This  
91. listing information will be provided to ARMLS to be published and disseminated to its Users. Broker is authorized to  
92. offer subagency and to appoint subagents, if Broker deems appropriate, and to report the sale of the Business, and its  
93. price, terms and financing, to a local Board of REALTORS® for dissemination to and use by authorized ARMLS Users  
94. and to the public.

95. **Role of Broker.** Owner acknowledges that Broker is not responsible for the management or condition of the Business  
96. or for the management, maintenance, upkeep or repair of any real property on which the Business is operated unless  
97. a separate business or property management agreement is executed.

98. **Title.** Owner agrees to furnish marketable title by warranty deed and an Owner's policy of title insurance in the full  
99. amount of the purchase or any real property which is sold in connection with any transaction covered by this Contract.

100. **Cooperation by Owner.** Owner agrees to make available to Broker and prospective purchasers all data, records and  
101. documents pertaining to the Business, to allow Broker, and any other broker who is a subagent of Broker to show the  
102. Business at reasonable times and upon reasonable notice and to commit no act which might tend to obstruct Broker's  
103. performance hereunder. owner agrees not to offer the Business for sale publicly at a lower price than that stated  
104. herein. Owner agrees to notify Broker prior to any change in price or terms. Owner shall not deal directly with any  
105. prospective purchaser of the Business produced through a broker during the term of this Contract and shall refer all  
106. prospective purchasers produced by a broker to Broker during the term hereof. Owner agrees to cooperate with Broker  
107. on any offers to purchase the Business produced through a broker. Owner also authorizes Broker to permit a broker  
108. who is a buyer's agent to show the Business at such times and on such terms as are acceptable to Owner or Broker.

109. **Sale by Owner.** If Owner sells the Business, he shall promptly notify Broker in writing, specifying the name of the  
110. purchaser, the purchase price to be paid and if the sale was or is being made through another broker.

111. **Warranties by Owner.** Owner represents and warrants, as follows:

112. a. Owner is the Owner of all or a controlling interest in the Business and has full authority to execute this Contract.

113. b. All information, representations and warranties in this Contract, including the Data Entry Form, relating to the  
114. Business, or otherwise provided by Owner to Broker or any purchaser or prospective purchaser of the Business  
115. are, or will be at the time made, and shall be at the closing, true, correct and complete. Owner agrees to notify  
116. Broker promptly if there is any material change in such information or the accuracy of any representation of  
117. warranty during the term of this Contract.

118. c. The financial statements for the Business which have been presented to Broker are true, correct and complete;  
119. since the date of such financial statements, there have been no changes in the assets, financial condition or  
120. operations of the Business except changes in the ordinary course of business, which in the aggregate have not  
121. been materially adverse; the Business and the assets are free from any liens or encumbrances except as set forth  
122. in such financial statements.

123. d. No litigation, arbitration or action relating to the Business or any of its assets is pending or to the knowledge of  
124. Owner threatened by or on behalf of any governmental entity or private person or entity, and there are no facts that  
125. would reasonably give rise to any such proceeding.

126. e. Except as otherwise provided in this Contract, Owner shall maintain and operate the Business so that, at the earlier  
127. of possession or the closing of the transaction covered by this Contract, the Business shall be at least in  
128. substantially the same condition as on the effective date of this Contract, except for inventory, which shall be  
129. handled as described in lines 29 through 32. In that regard, Owner shall use his best efforts to preserve good  
130. relationships with employees, suppliers and customers of the Business and with others having business  
131. relationships with it. Prior to the closing of the transaction covered by this Contract, Owner shall grant the  
132. purchaser or purchaser's representatives reasonable access to enter and inspect the Business and the Business  
133. premises.

134. f. All income, sales, payroll, social security, unemployment and other taxes relating to the Business have been paid  
135. or accrued on the financial statements described in lines 116 through 120.

136. g. Owner will disclose to any potential purchaser all material facts known to him concerning the Business.

137. **Indemnification.** Owner agrees to indemnify and hold Broker, all Boards of REALTORS®, ARMLS, and all other  
138. cooperating brokers harmless against any and all claims, liability, damage or loss arising from any misrepresentation  
139. or breach of warranty by Owner in this Contract, any incorrect information supplied by Owner and any facts concerning  
140. the Business not disclosed by Owner.

141. **Attorney Fees.** In any action or proceeding to enforce any provision of this Contract, or for damages sustained by  
142. reason of its breach, the prevailing party shall be entitled to reasonable attorneys fees, as set by the court or arbitrator  
143. and not by a jury, and to all other related expenses, such as expert witness fees, fees paid to investigators and court  
144. costs. Additionally, if any Broker reasonably hires an attorney to enforce the collection of any commission payable  
145. pursuant to this Contract, and is successful in collecting some or all of such commission without commencing an  
146. action or proceeding, Owner agrees to pay such Broker's reasonable attorneys fees and costs.

147. **Deposits.** Owner authorizes Broker to accept earnest deposits on behalf of Owner and to issue receipts for such  
148. earnest deposits.

149. **Recommendations.** If any broker recommends an appraiser or consultant or any other person or entity to Owner for  
150. any purpose, such recommendation will be independently investigated and evaluated by Owner, who hereby  
151. acknowledges that any decision to enter into any contractual arrangements with any such person or entity  
152. recommended by any Broker will be based solely upon such independent investigation and evaluation.

153. **FIRPTA.** Upon Broker's request, Owner agrees to complete, sign and deliver to escrow company or Broker a  
154. certificate concerning, in part, whether Owner is a foreign person or nonresident alien and whether any United States  
155. real property interest is being sold pursuant to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA).

156. **Subsequent Offer.** Upon Owner's acceptance of an offer with respect to the Business, Owner waives his right to  
157. receive any subsequent offer with respect to the Business until after forfeiture by the offeror or other nullification of the  
158. contract with the offeror.

159. **Entire Agreement.** This Contract, any attached exhibits and any addenda or supplements signed by the parties, shall  
160. constitute the entire agreement between Owner and Broker and supersede any other written or oral agreements  
161. between Owner and Broker. This Contract can be modified only by a writing signed by Owner and Broker.

162. **Equal Opportunity.** The Business is offered without respect to ancestry, race, religion, color, sex, handicap, marital  
163. status, age or national origin.

164. **Construction of Language.** The language of this Contract shall be construed according to its fair meaning, and not  
165. strictly for or against either party. Words used in the masculine, feminine or neuter shall apply to either gender or the  
166. neuter, as appropriate. All singular and plural words shall be interpreted to refer to the number consistent with  
167. circumstances and context.