## EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL BUSINESS OPPORTUNITY



This is Intended to be a Legally Binding Contract

	Legal I.D				
NO	TE: LISTINGS AND SALES INVOLVING CORPORATE STOCK MAY REQUIRE COMPLIANCE WITH STATE AND FEDERAL SECURITIES LAWS.				
2. 3. 4. 5. 6. 7. 8.	Exclusive Right to Sell. In consideration of the acceptance by the undersigned licensed Arizona real estate broker ("Broker") of the terms of this Contract and Broker's promise to endeavor to effect a sale of the business described below, I or we, as owner(s) (the "Owner"), employ and grant Broker the exclusive and irrevocable right commencing on, to effect a sale of the Business described in lines 10 through 14. For purposes of this Contract, a "sale" of the Business shall mean any transaction or combination of transactions whereby, directly or indirectly, ownership or control of all or a material part of the Business or its assets is transferred for consideration, including without limitation, a sale or exchange of stock or assets, a lease, an option, a merger or consolidation, a minority investment or a minority investment or a management agreement.				
	. <b>The Business.</b> For purposes of this Contract, the "Business" means the business described in lines 9 through 10 in the Data Entry Form.				
12. 13.	NAME TYPE OF BUSINESS PRINCIPAL LOCATION				
14.					
16.	OTHER LOCATIONS  The "Business" also includes all customer lists, all trade fixtures located on the Business premises and all equipm used in the Business. The "Business" shall not include any bank accounts or accounts receivable.				
18.	Price. The listing price shall be \$, plus any amounts paid for inventory pursuant to line 30 through 33, which shall be paid as described in the Owner's Data Entry Form, or such other price and terms as an accepted by Owner.				
21. 22.	The Price includes:				
26. 27. 28.	The Price does not include:				
31. 32.	<b>Inventory.</b> Inventory shall be sold to the purchaser in connection with any sale of the Business $\square$ yes $\square$ no. If inventory is included, Owner shall deliver to the purchaser, within five business days after a purchase contract has been signed, a list showing all inventory that is to be delivered to the purchaser at the closing plus the price or unit price thereof.				
	<b>Lease.</b> The Business is operated from one or more properties leased from Owner or a third party $\square$ yes $\square$ no. With respect to each such lease, the terms and whether it is assumable by a purchaser of the Business are as follows:				
37.					
40. 41.	The Business premises include the following fixtures, improvements or p ersonal property: All existing built-in appliances, light fixtures, window coverings and rods, attached carpeting, draperies and other window coverings, fire warning and security systems and ceiling fans, except:				
42. 43.					

Page 1 of 4

Additional Terms.				
		s follows:		
a. If Broker produces a ready, willing and able purchaser in accordance with this Contract, or if a sale of the Busine is made by Owner, through any other broker, or otherwise, during the term of this exclusive listing, for service rendered, Owner agrees to pay Broker a commission of				
<ul> <li>b. If within days after the expiration of this Contract, a sale of the Business is made by Owner to an person to whom the Business has been shown by Broker or any agent of Broker, or with whom Broker or any age of Broker has negotiated concerning the sale of the Business, the same fee shall be payable unless this Contract has been renewed or the Business has been relisted on an exclusive basis with another broker.</li> </ul>				
	•	o divide with other brokers	all such compensation in	
<ul> <li>d. Owner will instruct the escrow company, if any, to pay all such commissions to Broker as a condition to closing and irrevocably assigns Owner's proceeds to Broker at close of escrow to the extent necessary therefor. If completion of the sale is prevented by default of Owner, or with the consent of Owner, the entire fee shall be paid directly by Owner. If the earnest deposit is forfeited for any other reason, Owner shall pay a brokerage fee equal to one-half of the earnest deposit, provided such payment shall not exceed the full amount of the fee. Nothing in this paragraph shall be construed as limited applicable provisions of law relating to when commissions are earned or payable.</li> </ul>				
. <b>TERMS ON REVERSE.</b> THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF PLUS ALI . INFORMATION ON THE DATA ENTRY FORM ARE INCORPORATED HEREIN BY REFERENCE.				
Receipt of Copy. Broker and Ow	vner acknowledge receipt of a cop	y of this Contract.		
COMMISSIONS PAYABLE FOR THE SALE, LEASING OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OF REA LTORS® OR MULTIP LE LISTING SERVICE OR IN ANY MANNER OTHER THAN BY NEGOTIATION BETWEEN THE BROKER AND THE CLIENT.				
Owner	Address		Date	
			Date	
Owner City/Zip Phone  In consideration of Owner's representations and promises in this Contract, Broker agrees to endeavor to effect a sale  exchange, or option in accordance with this Contract and further agrees to file this listing for publication by a loca  Board of REALTORS® and dissemination to the Users of ARMLS.				
Liating Office	Dy (Signati	Iro)	Phone	
_	• • •	•		
	Additional Terms.  Compensation to Broker. Owner  a. If Broker produces a ready, we is made by Owner, through a rendered, Owner agrees to pare The same amount of commit withdrawn from this listing or or ob. If within days af person to whom the Business of Broker has negotiated conhas been renewed or the Bust.  c. Owner authorizes Broker to company manner acceptable to Brown of the sale is prevented by decompany of the sale is prevented by decompany of the sale is prevented by decompany of the earnest deposit, provided shall be construed as limited at the earnest deposit, provided shall be construed as limited at the earnest deposit.  TERMS ON REVERSE. THE INFORMATION ON THE DATA BRECEIPT of Copy. Broker and Owner BOARD OF REA LTORS® OF NEGOTIATION BETWEEN THE Owner  Owner  Owner  Owner  Listing Office  Accepted by:	Compensation to Broker. Owner agrees to compensate Broker a a. If Broker produces a ready, willing and able purchaser in accor is made by Owner, through any other broker, or otherwise, of rendered, Owner agrees to pay Broker a commission of The same amount of commission shall be payable to Broker withdrawn from this listing or otherwise withdrawn from sale. b. If within	Compensation to Broker. Owner agrees to compensate Broker as follows:  a. If Broker produces a ready, willing and able purchaser in accordance with this Contract, or is made by Owner, through any other broker, or otherwise, during the term of this exclu rendered, Owner agrees to pay Broker a commission of  The same amount of commission shall be payable to Broker if, without the consent of withdrawn from this listing or otherwise withdrawn from sale.  b. If within days after the expiration of this Contract, a sale of the Business is person to whom the Business has been shown by Broker or any agent of Broker, or with w of Broker has negotiated concerning the sale of the Business, the same fee shall be pays has been renewed or the Business has been relisted on an exclusive basis with another brokers any manner acceptable to Broker.  c. Owner authorizes Broker to cooperate with other brokers and to divide with other brokers any manner acceptable to Broker.  d. Owner will instruct the escrow company, if any, to pay all such commissions to Broker as a irrevocably assigns Owner's proceeds to Broker at close of escrow to the extent necessa of the sale is prevented by default of Owner, or with the consent of Owner, the entire fee Owner. If the earnest deposit, provided such payment shall not exceed the full amount of the fee. It shall be construed as limited applicable provisions of law relating to when commissions are TERMS ON REVERSE. THE TERMS AND CONDITIONS ON THE REVERSE SIDE INFORMATION ON THE DATA ENTRY FORM ARE INCORPORATED HEREIN BY REFERE Receipt of Copy. Broker and Owner acknowledge receipt of a copy of this Contract.  COMMISSIONS PAYABLE FOR THE SALE, LEASING OR MANAGEMENT OF PROPERTY BOARD OF REA LTORS® OR MULTIP LE LISTING SERVICE OR IN ANY MANNE NEGOTIATION BETWEEN THE BROKER AND THE CLIENT.  Owner Address  Owner City/Zip  In consideration of Owner's representations and promises in this Contract, Broker agrees to exchange, or option in ac cordance with this Contract and further agrees to file th	

- 87. **Multiple Listing Service.** Broker is a member of a local Board of REALTORS®, which is a member of ARMLS. This
- 88. listing information will be provided to ARMLS to be published and disseminated to its Users. Broker is authorized to
- 89. offer subagency and to appoint subagents and to report the sale, exchange, option or rental of the Business, and its
- 90. price, terms and financing, to a local Board of REALTORS® for dissemination to and use by authorized ARMLS Users
- 91. and to the public.
- 92. Role of Broker. Owner acknowledges that Broker is not responsible for the management or condition of the Business
- 93. or the management, maintenance, upkeep or repair of any real property on which the Business is operated unless a
- 94. separate business or property management agreement is executed.
- 95. Title. Owner agrees to furnish marketable title by warranty deed and an Owner's policy of title insurance in the full
- 96. amount of the purchase or any real property which is sold in connection with any transaction covered by this Contract.
- 97. Cooperation by Owner. Owner agrees to make available to Broker and prospective purchasers all data, records and
- 98. documents pertaining to the Business, to allow Broker, and any other broker who is a subagent of Broker to show the
- 99. Business at reasonable times and upon reasonable notice and to commit no act which might tend to obstruct Broker's
- 100. performance hereunder. Owner shall not deal directly with any prospective purchaser of the Business during the term
- 101. of this contract and shall refer all prospective purchasers to Broker during the term hereof. Owner agrees to cooperate
- 102. with Broker on any offers to purchase the Business. Owner also authorizes Broker to permit a broker who is a buyer's
- 103. agent to show the Business at such times and on such terms as are acceptable to Owner or Broker.
- 104. Warranties by Owner. Owner represents and warrants, as follows:
- 105. a. Owner is the Owner of all or a controlling interest in the Business and has full authority to execute this Contract.
- 106. b. All information, representations and warranties in this Contract, including the Data Entry Form relating to the Business, or otherwise provided by Owner to Broker or any purchaser or prospective purchaser of the Business are, or will be at the time made, and shall be at the closing, true and complete. Owner agrees to notify Broker promptly if there is any material change in such information or the accuracy if any representation of warranty during the term of this Contract.
- 111. c. The financial statements for the Business which have been presented to Broker are true, correct and complete; since the date of such financial statements, there have been no changes in the assets, financial condition or operations of the Business except changes in the ordinary course of business, which in the aggregate have not been materially adverse; the Business and the assets are free from any liens or encumbrances except as set forth in such financial statements.
- 116. d. No litigation, arbitration or action relating to the Business or any of its assets is pending or to the knowledge of Owner threatened by or on behalf of any governmental entity or private person or entity, and there are no facts that would reasonably give rise to any such proceeding.
- 119. e. Except as otherwise provided in this Contract, Owner shall maintain and operate the Business so that, at the earlier of possession or the closing of the transaction covered by this Contract, the Business shall be at least in
- substantially the same condition as on the effective date of this Contract, except for inventory, which shall be handled as described in lines 30 through 33. In that regard, Owner shall use his best efforts to preserve good
- 123. relationships with employees, suppliers and customers of the Business and with others having business
- 124. relationships with it. Pr ior to the closing of the transaction covered by this Contract, Owner shall grant the
- purchaser or purchaser's representatives reasonable access to enter and inspect the Business and the Business premises.
- 127. f. All income, sales, payroll, social security, unemployment and other taxes relating to the Business have been paid or accrued on the financial statements described in lines 113 through 117.
- 129. g. Owner will disclose to any potential purchaser all material facts known to him concerning the Business.
- 130. Indemnification. Owner agrees to indemnify and hold Broker, all Boards of REALTORS®, ARMLS, and all other
- 131. cooperating brokers harmless against any and all claims, liability, damage or loss arising from any misrepresentation
- 132. or breach of warranty by Owner in this Contract, any incorrect information supplied by Owner and any facts concerning
- 133. the Business not disclosed by Owner.

- 134. Attorney Fees. In any action or proceeding to enforce any provision of this Contract, or for damages sustained by
- 135. reason of its breach, the prevailing party shall be entitled to reasonable attorneys fees, as set by the court or arbitrator
- 136. and not by a jury, and to all other related expenses, such as expert witness fees, fees paid to investigators and court
- 137. costs. Additionally, if any Broker reasonably hires an attorney to enforce the collection of any commission payable
- 138. pursuant to this Contract, and is successful in collecting some or all of such commission without commencing an
- 139. action or proceeding, Owner agrees to pay such Broker's reasonable attorneys fees and costs.
- 140. Deposits. Owner authorizes Broker to accept earnest deposits on behalf of Owner and to issue receipts for such
- 141. earnest deposits.
- 142. Recommendations. If any broker recommends a builder or contractor or any other person or entity to Owner for any
- 143. purpose, such recommendation will be independently investigated and evaluated by Owner, who hereby
- 144. acknowledges that any decision to enter into any contractual arrangements with any such person or en tity
- 145. recommended by any Broker will be based solely upon such independent investigation and evaluation.
- 146. FIRPTA. Upon Broker's request, Owner agrees to complete, sign and deliver to escrow company or Br oker a
- 147. certificate concerning, in part, whether Owner is a foreign person or nonresident alien and whether any United States
- 148. real property interest is being sold pursuant to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA).
- 149. Subsequent Offer. Upon Owner's acceptance of an offer with respect to the Business, Owner waives his right to
- 150. receive any subsequent offer with respect to the Business until after forfeiture by the offeror or other nullification of the
- 151. contract with the offeror.
- 152. Entire agreement. This Contract, any attached exhibits and any addenda or supplements signed by the parties, shall
- 153. constitute the entire agreement between Owner and Broker and supersede any other written or oral agreements
- 154. between Owner and Broker. This Contract can be modified only by a writing signed by Owner and Broker.
- 155. **Equal Opportunity.** The Business is offered without respect to ancestry, race, religion, color, sex, handicap, marital
- 156. status, age or national origin.
- 157. Construction of Language. The language of this Contract shall be construed according to its fair meaning, and not
- 158. strictly for or against either party. Words used in the masculine, feminine or neuter shall apply to either gender or the
- 159. neuter, as appropriate. All singular and plural words shall be in terpreted to refer to the number consistent with
- 160. circumstances and context.