



Business:		Seller:	
Type of Corporation:		Seller:	
Address:		Phone:	
City, State, Zip:		Email:	
Business Phone:		What year did you acquire the business?	
Listing Price:		Days/hours of operation:	
Gross Sales:		How many full-time employees? Part-time?	
Cash Flow:		Is staff aware the business is for sale?	
Discretionary Cash:		Will any employees stay on?	
FFE: \$	Included?	Are you willing to train the new owner?	
Inventory: \$	Included?	Are you willing to work for the new owner?	
Square feet:		Are you willing to finance the new owner?	
Rent: \$		If yes, how much?	
Lease:		Additional information:	
Property included? Value: \$			

SOLE AND EXCLUSIVE RIGHT TO SELL

1. The Seller engages the Broker, on a sole and exclusive basis, to sell the above business, including all fixtures, goodwill, trademarks, trade names, leasehold rights, and inventory.
2. The Seller agrees to pay the Broker a commission of _____.
3. The Seller agrees that if this listing is cancelled or the property withdrawn from sale by the Seller after an offer has been accepted, the commission will become immediately due by Seller to the Broker. If the Seller refuses or is unable to comply with the listing terms for any reason, preventing disposition of the business during the listing term upon the terms set forth above, the commission shall become immediately due by the Seller to the Broker.
4. The Seller agrees that the commission shall be immediately due and payable if the Seller, directly or indirectly, enters into an Offer to Purchase (however designated) or accepts a deposit or does any other act tantamount to a sale or contract to sell without the written approval of the Broker. The cancellation or rescission of any of the foregoing acts shall not act as a release of the Seller for such liability.
5. In any case where the earnest money deposit and/or the down payment have been forfeited, the deposit shall be divided equally between the Broker and the Seller.
6. The Seller acknowledges that he/she has supplied the listing information above and warrants that the information is true and correct.
7. If within one year after the termination of this Agreement the business is sold, leased, traded, or otherwise conveyed to anyone referred to the Seller by the Broker during the term of this Agreement, the Seller agrees to pay the full commission as set forth in this Agreement.
8. This Agreement shall begin on the date _____ and terminate on _____.
9. Should any suit be commenced to enforce the Broker's rights and in the event the Broker is successful, the Seller agrees to pay the Broker the expenses and attorney's fees incurred.
10. If the Seller is a partnership, corporation, or other entity, the person(s) signing on behalf of the business represent(s) and warrant(s) that he/she has, or they have, the authority to enter into this contract on behalf of the business.
11. The Seller acknowledges that he/she has read this Agreement and has received a copy of it.
12. This is a one-party listing.

Corporation Name: _____

Matthew Cohen, Broker
West Coast Business Brokers, LLC

Seller

Date