

AGREEMENT FOR SOLE AND EXCLUSIVE RIGHT TO SELL WITH CONNECTICUT BUSINESS BROKERS

Business and Ownership - Full Name _____
City _____ State _____ Street _____
Business Telephone() _____ Owner(s) () _____
Form of Business: Individual _____ Partnership _____ Corporation _____
Type of Business _____
Annual Gross (Seller will prove) _____
Approximate Inventory _____ At Cost Established _____
Days Open _____ Hours _____ Parking _____
No. of Employees: Full-time _____ Part-time _____ Payroll _____
Licenses Needed _____

Total purchase price of \$ _____ includes Brokers Fee of \$10,000.00 or 10%. THE GREATER AMOUNT WILL PREVAIL.

TERMS AND PROVISIONS OF LISTING

In consideration of the actual promises set forth below Connecticut Business Brokers (Broker) and _____ (OWNER) contract as follows:

1. Owner hereby employs BROKER for SOLE AND EXCLUSIVE RIGHT to sell or otherwise dispose of all or any part of the business described _____ above (The Business) on the Proposed Terms set forth above or for any other price and terms to which OWNER may agree for a period of 185 days and continuing until 12:00 o'clock midnight on _____ (The "sole and exclusive period").
2. BROKER hereby accepts employment and promises to use his best efforts in BROKER'S ordinary course of business to offer for sale and to procure a ready, willing and able purchaser for the Business described above. OWNER(s) do hereby appoint BROKER and the sole and exclusive agent and hereby authorize BROKER to present any and all offers BROKER may receive until such time as OWNER(s) accept any offer to purchase presented by BROKER on behalf of the purchaser. Seller agrees to allow BROKER to show the business during normal business hours.
3. OWNER agrees to pay BROKER a fee in an amount equal to 10% of the Total Purchase Price set forth above or a minimum of \$ 10,000.00 WHICHEVER IS MORE, immediately, if any of the following occurs:
 - a. BROKER procures a purchaser ready, willing and able to purchase the Business on Proposed Terms set forth above; or
 - b. OWNER sells, trades or otherwise disposes of all or any part of the Business during the Sole and Exclusive Period regardless if whether or not the BROKER was involved in or responsible for such disposition or OWNER enters into a contract of sale, accepts a deposit, opens an escrow or records a notice of intent to sell the business; or
 - c. OWNER withdraws the Business from sale or purports to terminate this Agreement prior to the expiration of the Sole and Exclusive period; or
 - d. OWNER fails or refuses to consummate a sale, trades or other disposition of all or any part of the Business after entering in to a written agreement to do so; or
 - e. OWNER sells, trades or otherwise disposes of all or any part of the business within one (1) year from the termination date of the Sole and Exclusive Period to any person, firm or entity referred to the Business by the BROKER or who became aware of the Business through the efforts of the BROKER during the Sole and Exclusive Period.
4. OWNER represents and warrants that the OWNER (and the Business operation as applicable) is now and shall remain in full compliance with all local, state and federal laws, rules and regulations regarding the operation and sale of the Business as described above.
5. OWNER understands and hereby acknowledges that all facts, figures and other information set forth above and all additional supporting documentation pertaining to the Business has been provided to BROKER by OWNER and that Broker will rely upon OWNER(s) representations of such facts, figure and other information when advertising and promoting the Business to potential purchasers without making an investigation into the accuracy of such representations by OWNER. THEREFORE, OWNER hereby agrees to defend and hold harmless BROKER against any and all claims, demands, causes of action, losses, damages, costs and expenses including reasonable attorney fees BROKER may incur.
6. As agent for OWNER(s), BROKER or any cooperating Broker or any other authorized escrow agent is authorized to accept receipt for and hold all money paid or deposited as a binder thereon in accordance with the purchase offer, and if such deposit shall be forfeited by the prospective purchaser, BROKER may retain one-half of such deposit.
7. OWNER understands that this agreement BROKER does not guarantee the sale of the above Business but that BROKER will make an earnest and concerted effort to sell the Business under the terms of this agreement.

THIS IS A LEGALLY BINDING CONTRACT, PLEASE READ IT CAREFULLY BEFORE SIGNING.

BUSINESS BROKER

SELLER(S)

_____ Date _____
Agent _____ Date _____ Date _____

CONNECTICUT BUSINESS BROKERS

• BUSINESS BROKERS •

Robert Lebel
1-800-943-7778

Fax
860-482-6819