



BUSINESS EXCLUSIVE SALE LISTING AGREEMENT

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; and 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.
4. **PERSONAL BUSINESS 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.**
 - a. Pamphlet. Seller acknowledges receipt of the pamphlet entitled “Real Estate Brokerage in Washington.”
 - b. Listing Broker. Seller authorizes Firm to appoint _____ as Seller’s “Listing Broker.” This Agreement creates an agency relationship between Seller and Listing Broker and any of Firm’s managing brokers, including Firm’s Designated Broker, who supervise Listing Broker (“Supervising Broker”) during the Term. No other brokers affiliated with Firm are agents of Seller.
7. **LIMITED DUAL AGENCY.**
 - a. Listing Broker as Limited Dual Agent. If initialed below, Seller consents to Listing Broker and Supervising Broker acting as limited dual agents in the sale of the Business to a buyer that Listing Broker also represents. Seller acknowledges that, as a limited dual agent, RCW 18.86.060 prohibits Listing Broker from advocating terms favorable to Seller to the detriment of buyer and further limits Listing Broker’s representation of Seller.

Seller’s Initials Date Seller’s Initials Date

- b. Firm Limited Dual Agency. 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 limited dual agent.



BUSINESS EXCLUSIVE SALE LISTING AGREEMENT

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

- 8. 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 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 property information in this Agreement and agrees to indemnify and hold Firm and other members of CBA harmless in the event 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.
- 9. 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.
- 10. COMPENSATION.** Firm shall be entitled to compensation if: (a) Seller sells the Business during the Term; (b) Seller sells the Business within six months after the expiration or earlier termination of this Agreement to a person or entity, or to an Affiliate of such 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; (c) the Business is made unmarketable by Seller's voluntary act; or (d) Seller withdraws the Business from sale, or otherwise prevents Broker from selling it. Seller shall pay compensation as follows:

 - a. Listing Firm Compensation: ___ % of the sales price, or \$ _____.
 - b. Buyer Brokerage Firm Compensation: ___ % of the sales price, or \$ _____ to a cooperating broker representing the buyer ("Buyer Brokerage Firm") ("Buyer Brokerage Firm Compensation"), including another broker affiliated with Firm who represents the buyer. Buyer Brokerage Firm Compensation shall be paid as set forth above unless otherwise agreed by the buyer and Buyer Brokerage Firm in the purchase and sale agreement. Buyer Brokerage Firm is an intended third-party beneficiary of this Agreement.

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 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.



BUSINESS EXCLUSIVE SALE LISTING AGREEMENT

Seller consents to Firm receiving compensation from more than one party and to sharing compensation between firms, provided that any terms and amounts offered to or by Firm are disclosed as required by RCW 18.86.030.

Seller acknowledges that offering compensation to Buyer Brokerage Firm is not required.

- 11. FIRM/MULTIPLE LISTING.** Firm shall cause this listing to be published by CBA for distribution to all CBA members through CBA's listing distribution systems. Firm shall use commercially reasonable efforts to cooperate with all other members of CBA in working toward the sale of the Business. Seller understands and agrees that all Business Information 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 Seller and, in some instances, may represent the buyer and other parties granted access to CBA's listing systems. 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 the listing to its members, without verification and without assuming any responsibility for such information or in respect to this Agreement.
- 12. 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.
- 13. 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 agreements 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 SALE LISTING AGREEMENT

EXHIBIT A

(Legal Description)

DRAFT



BUSINESS EXCLUSIVE SALE LISTING AGREEMENT

EXHIBIT B

(Lease or Sale Terms)

DRAFT