



# Exclusive Authorization to Sell Business Opportunity



REALTOR\*/BROKERAGE FIRM \_\_\_\_\_

Address of Firm: \_\_\_\_\_

Date of Contract: \_\_\_\_\_

Seller's Name: \_\_\_\_\_

Seller's Address: \_\_\_\_\_

FOR THE VALUABLE CONSIDERATION of Broker's time and professional services in the promotion and other efforts to sell the within described business, THE SELLER AGREES as follows:

1. Seller will give Broker until 11:59 p.m. on (M/D/Y) \_\_\_\_\_ THE SOLE AND EXCLUSIVE RIGHT to sell the assets of a business known as \_\_\_\_\_, as more particularly described on attached Exhibit A, on the following price/terms: \_\_\_\_\_

\_\_\_\_\_ or such other terms acceptable to Seller.

2. Seller states that the information contained on Exhibit A is accurate and authorizes Broker to disseminate and distribute this information to prospective buyers.

3. Seller agrees to pay Broker a commission equal to \_\_\_\_\_ % of the price for which the business is sold, including inventory of merchandise, fixtures and equipment, if anyone produces a buyer ready, willing and able to purchase or exchange the business during the term of this listing. Further, if within \_\_\_\_\_ months after the expiration of this listing, anyone sells, trades or exchanges the business to anyone who learned of the business because of Broker's efforts during the listed term, the before stated commission will be paid by the Seller to the Broker.

4. Seller agrees to refer all inquiries from prospective buyers to Broker during the term of this listing agreement. Seller further agrees to give complete and full cooperation in showing the business and to supply Broker with accurate and complete operating statements of the business.

5. If this sale includes real estate, Seller agrees to furnish an owner's title insurance policy in the amount of the purchase price showing marketable title.

6. If this sale includes personal property, Seller agrees to execute a proper bill of sale and all other instruments which may be required to complete the sale and to comply fully with the Michigan Bulk Sales Law.

7. If Seller is presently leasing the real estate from which the business operates, Owner hereby agrees to assume the responsibility and cost, if any, for the transfer and assignment of said lease to the buyer or to assist in negotiation of a new lease between the buyer and the owner of the real estate. If Seller owns the real estate from which the business operates and the sale does not include this real estate, Seller agrees to give a \_\_\_\_\_ year lease at a rent not to exceed \$ \_\_\_\_\_ per \_\_\_\_\_ and buyer shall have an option to renew said lease for \_\_\_\_\_. If only the business is purchased and the Seller gives buyer an option to purchase the real estate from which the business operates, Seller agrees that Broker is to represent Seller and agrees to pay the above negotiated commission to Broker whenever a sale is completed to said buyer or the buyer's assigns.

8. If the sale includes real estate, personal property and/or other business assets, the purchase price is to be divided for accounting and closing purposes according to the division as set forth on Exhibit A or other mutually agreeable division.

9. Seller understands and agrees that Broker can show Seller's property to, and obtain offers from, all prospective buyers, including buyers with whom Broker has an agency relationship. In the event a buyer with whom Broker has an agency relationship shall become interested in the business, Broker shall notify Seller and the buyer of its intentions to represent both parties and obtain both parties' written consent to the dual agency.

10. Seller represents that Seller is the sole owner(s) of the business and has full authority to execute this binding Listing Agreement.

11. This Listing Agreement shall bind the heirs, personal representatives, administrators, executors, assigns and successors of the Seller.

12. Seller acknowledges receipt of a true copy of this agreement.

13. It is agreed by Broker and Seller, parties to this listing agreement, that as required by law, discrimination because of religion, race, color, national origin, age, sex, disability, familial status, marital status, height or weight, by said parties in respect to the sale or lease of the subject property is prohibited.

Accepted by \_\_\_\_\_ Broker \_\_\_\_\_ Seller

\_\_\_\_\_ Agent \_\_\_\_\_

Broker Office \_\_\_\_\_ Address \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_