

This Agreement is by and between: Capital Business Group, Inc. d/b/a VR Business Brokers (Listing Broker) and: _____ (Selling Broker) concerning only the business described below. For consideration hereafter expressed the parties agree as follows:

1. Selling Broker acknowledges that Listing Broker has a “listing” on the business or property now described (the Business) _____
Selling Broker acknowledges having received information about the Business from Listing Broker.
2. The parties agree that only in the event Selling Broker or its agents present a ready, willing and able buyer under the terms and conditions provided for in the Listing Broker’s listing agreement, or under any other terms and conditions a seller may accept, Selling Broker shall be entitled to a commission, if, as, or when received by Listing Broker in the amount of FIFTY Percent (50%) of such amount received by Listing Broker, represented to be _____. Such percentage shall be deemed to include the same percentage of any retainer or similar fee previously received by Listing Broker, if it is to be credited against commissions due by reason of the “listing” agreement.
3. The duration of this Agreement shall coincide with the term of said listing agreement regarding the Business and Selling Broker will not, for a period of one year from the date of this Agreement, attempt to procure a listing on the Business with-out the specific written consent of the Listing Broker.
4. Unless authorized by Listing Broker, all appointments for showing the Business, gathering data and contacts with the principals of the Business or their agents, employees, suppliers, creditors, etc., shall be handled through Listing Broker.
5. Selling Broker, its agents and affiliates will not disclose the identity, availability for sale or any other information about the Business to any party, other than those qualified prospective buyers procured by Selling Broker. Selling Broker will require any prospective purchaser to execute a “Standard Confidentiality Agreement” or similar device provided by or acceptable to Listing Broker and will supply Listing Broker with such executed copy and with a copy of a signed personal or corporate financial statement. Listing Broker reserves the right of final approval with respect to any prospective buyer, which approval shall not be unreasonably withheld.
6. This Agreement shall be governed by the laws of the State named in the Listing Agreement, and all moneys due Selling Broker, shall be payable at the office of Listing Broker.
7. Each party agrees to share, in the same proportion as the commission is to be shared, all legal and related expenses of collection of any commission due by reason of the listing agreement described above. If either party declines to pay said proportionate share of legal or related expenses as and when due, such party shall be deemed to have assigned to the other party all rights, title and interest in/to any commission that may be ultimately secured regarding the listing.
8. This Agreement is not assignable by Selling Broker. All assignments or attempted assignments by Selling Broker, shall be deemed null and void and of no force and effect. Further, Selling Broker will not solicit or accept the cooperation of any other broker or similar party without the knowledge and approval of Listing Broker.
9. Should any provisions hereof be deemed illegal or unenforceable, the other provisions hereof shall be given full effect separately therefrom and shall not be affected thereby.
10. This Agreement constitutes the entire agreement between the parties regarding said Business and there are no other agreements or understandings relating to the subject matter hereof between the parties. This Agreement can not be changed, modified or amended except in writing signed by the parties.
11. In the event any party hereto institutes legal proceedings to enforce this Agreement, the prevailing party in such proceedings shall be entitled to attorney’s fees as determined by the Court, in addition to allowable costs and expenses.
12. Both parties to this Agreement agree to cooperate fully in the sale of the Business regarding showings, information, advertising, etc. Each party gives its covenant of good faith and fair dealings with respect to this Agreement.

Listing Broker

Selling Broker

Signature of Authorized Representative

Signature of Authorized Representative