

**AGREEMENT PROVIDING SOLE & EXCLUSIVE RIGHT OF SALE AS A
TRANSACTION BROKER**

This agreement is made and entered into this ____ day of _____ 200_ by and between United Business Brokers Inc. hereinafter referred to as "UBB", and _____ hereinafter referred to as "Owner", whose business is further described as follows:

Description of the Business _____

1. **Exclusive Listing:** The Owner and UBB agree that the business described below is listed by Owner with United Business Brokers on a Exclusive Listing Agreement basis such that the UBB shall have the right to market and sell the businesses.
2. **Terms Of Agreement :** The Term of this agreement Shall commence upon final execution Hereof or _____ and shall end on _____.
3. **Price & Terms:** The price of the business, which includes United Business Brokers Commission, shall be: _____ in USD. Inventory will be calculated separately and will be out of the commission terms.
4. **Sale Commission:** The amount of the sale commission shall be _____%(_____) of the gross sales price of the business. Upon procuring a ready, able and willing buyer for the business for the price set forth above, or for such other price and terms as owner may accept; or upon any sale, lease, exchange, merger or disposition of all or any part or portion of the business during the sole and exclusive right of sale period regardless of whether or not UBB was the procuring cause of the disposition; or upon owner failing or refusing to complete or consummate a sale, lease, exchange, merger or other disposition of all or any portion of the business after entering into a contract to do so while this agreement is in effect; or the business or any part or portion of it sold, leased, exchanged, merged or otherwise disposed in 24 months after the termination date of this agreement to any person who or entity which was informed directly or indirectly through the efforts of UBB that the business was for sale. In the event of the exchange, the sale price for the purposes of calculating the commission shall be equal the price for which the business was listed for sale. The commission shall be paid to United Business Brokers at closing.
5. **Transaction Broker:** In consideration for the services of United Business Brokers in marketing and attempting to obtain a buyer for the Business through UBB's expertise, Owner hereby appoints United Business Brokers as TRANSACTION BROKER and grants to United Business Brokers the right to sell, exchange, trade, lease or otherwise dispose of all or any part of the above described Business.
6. **Miscellaneous:**
 - (A) UBB is authorized, but shall not be required, to offer participation of the business to other brokers and to pay any cooperating broker from the commission paid by

(Initial Agent)

(Initial Seller)

Fax: 630.454.3444
UBB listing agent:

United Business Brokers
Off: 630.891.9707

Cell:

Email:

www.ubbusa.com

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the owner to UBB, provided however that in no event shall UBB receives less than Fifty percent (50%) of the commission described herein.

- (B) The Owner shall indemnify, protect, defend and save UBB harmless from and against all claims, demands, cause of action, judgments, losses damages, fines costs(including without limitation, attorney's fees and litigation costs) and all other liabilities asserted against or incurred by UBB either; (i) in connection with UBB's performance in accordance herewith (except to the extent directly caused by the negligent misconduct of UBB), or (ii) as a result of Owner's misrepresentation, incorrect information or failure to disclose any latent defect or the other adverse condition concerning the property known to the owner. Owner shall notify UBB of any changes in the property or information previously provided to UBB.
- (C) This agreement shall be binding upon the heirs, personal representatives, successors and assign of the parties hereto. The terms and provisions of this Agreement shall be interpreted, subject to and governed by the laws of the State Of Illinois.
- (D) The undersigned, being the owners of the Business, or having full and complete authority as agent for the owners of the Business or all interests in the Business, acknowledge having read this agreement and having received a copy of it. This agreement constitutes th entire agreement between the parties hereto. No representations, warranties or covenants exist except as expressly set forth herein.
- (E) The Business is being offered without regard to race, color, creed, religion, national origin, sex handicap, or familiar status.
- (F) Upon execution hereof, the owner shall deposit with UBB the sum of **\$0.00** to cover advertising, brochures/flyers, and sign costs. All marketing materials shall become the property of the UBB.

United Business Brokers:

Owner: _____

Name: _____

Place:

Date:

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Cell:

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