

EatZ & Associates Exclusive Listing Agreement



I _____ (Owner) Hereby grant EatZ & Associates (Broker) for the term of **Twelve (12)** months from the date hereof, the right to sell or exchange the business, including all furniture, fixtures, trademarks, trade names and goodwill associated with the business commonly known as:

Business Name: _____ Location: _____

Listing Price: \$ _____ which shall include no Food, Liquor or Paper inventory, or such lesser or greater price to which Owner may agree.

Broker Fee: **10% or \$15,000** (whichever is great) Paid on the day of closing to Broker if any of the following occur:

1. The Broker produces a Purchaser ready, willing, and able to purchase at the above stated listing terms, or any other terms agreeable to owner, during the term of this listing contract; or
2. Owner fails or refuses to complete a sale, lease, trade, sells or surrenders to a partner, family member or landlord or their disposition of all or any part of the business after entering into a written agreement to do so; or
3. The Owner sells, trades, leases, accepts a deposit, opens an escrow, records a notice of intention or contracts to sell, transfer, and/or exchange the said business during the effective period to this contract, or twelve months after this contract expiration to a purchaser, partner or landlord who inspected the Business during the term of this listing contract, or was referred to Owner by Broker.

A marketing fee of five hundred dollars (\$500.00) shall be collected with this agreement to cover marketing of the above business. When the business is sold, that fee will be deducted from the commission amount due

If any Litigation shall be brought to enforce the Broker's rights of this agreement, and Broker is successful, Owner hereby agrees to pay reasonable expenses incurred with such action, including attorney's fees. This Agreement shall be governed by the laws of the State of Illinois, and litigation shall be in the county of choice by Broker. This being designated by the parties as having sole jurisdiction as to any disputes arising hereunder.

Owner hereby warrants to transfer assets of the business free and clear of all liens and encumbrances except those assumed be the Purchaser; to comply with all the rules and regulations of any governmental agency until closing; to operate the business in the same manner as previously, to fully pay all taxes up to date of closing; to allow a Purchaser reasonable time to procure the necessary licenses and permits, to procure all documents necessary to transfer title; to provide all searches and surveys necessary; to comply with Bulk Sales Laws of the state in which the above Business is located, to tender good and marketable title to realty, if any and to produce all relevant records of the business and business tax returns for the Purchaser's review.

In the event the Buyer defaults on the LOI or contract and the deposit is forfeited, the deposit will be split equally between EatZ & Associates and Owner. In the event the Buyer sues for the return of the deposit, the Owner is responsible for their half and will hold EatZ & Associates harmless.

The Undersigned represents and warrants to have the legal and expressed authority to enter into this agreement on behalf of any entity represented, and personally guarantees the performance of this agreement.

Broker is hereby authorized to photograph my business and use such photographs in promoting the sale and to disseminate sales and financial data.

This agreement will automatically renew for a period of six (6) months after the listing agreement expires unless written notification from the Broker or Owner is received.

LISTING AGREEMENT CANCEATION FEE: 9% OF THE LISTING PRICE OR \$15,000 WHICHEVER IS GREATER

hereby acknowledge receipt of a copy of this contract.

CORPORATION OR BUSINESS NAME: _____

Seller's Name _____ Seller Signature _____ Date _____ Its: _____

EatZ Broker: Name _____ Signature: _____ Date _____