



# REALTY SERVICES

INDUSTRIAL / COMMERCIAL / RESIDENTIAL / OFFICE / LAND  
AUTOMOTIVE / RETAIL / BUSINESS SALES, MERGERS & ACQUISITIONS



Office: **800-727-2100** Direct: **805-908-7500** Fax: **805-579-6100** DRE Lic #01871760  
5394 Seneca Place - Simi Valley, CA 93063 USA Find Us Online At: [www.bizbuilder.com](http://www.bizbuilder.com)

## CO-BROKER AGREEMENT

This Agreement between \_\_\_\_\_ [“Selling Broker”] and BIZ Builder.Com [“Listing Broker”] dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Whereas, Listing Broker has a valid Exclusive Representation Agreement on the following business(s), the “Business”:

| <u>Business Ad Number:</u> | <u>Description:</u> |
|----------------------------|---------------------|
| _____                      | _____               |
| _____                      | _____               |
| _____                      | _____               |

and Whereas, Selling Broker has a potential buyer(s) who has expressed interest in the Business; and Whereas, Listing Broker and Selling Broker desire to co-operate to procure a sale on the Business that will benefit the owner(s) of the Business;

Therefore, the Listing Broker and the Selling Broker agree as follows:

### RECITALS

The above Recitals are True and Correct.

### BROKER COMPENSATIONS

In the event that Listing Broker sells the Business to a person introduced by the Selling Broker to the Business, the total sales fee (when and if received) from such sale shall be divided as follows: 50% to Listing Broker and 50% to the Selling Broker.

Any other third party payments from selling fees earned from the sale shall be specifically agreed to in writing by Listing Broker and Selling Broker.

### ESCROW INSTRUCTIONS

Confirmation of this Co-Brokerage Agreement shall be confirmed in Escrow using C.A.R. Form CBC [Cooperating Broker



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Compensation Agreement And Escrow Instruction].

## CONFIDENTIALITY

Each party agrees to treat the Business for sale in a confidential manner. Selling Broker agrees not to initiate contact with the Business Owner or employees under any circumstances.

## CONTACTS & SHOWINGS

Selling Broker agrees to schedule all showings, telephone calls or meetings with the Business Owner(s) or its employees through the Listing Broker exclusively. Selling Broker agrees to obtain all copies of information sheets, financial statements, or any other documents concerning the Business through the Listing Broker.

## CONFIDENTIAL "BASECAMP" CLIENT FILE ACCESS

Listing Broker employs an Online Client Management System ["BaseCamp"] for communicating directly with its Clients.

In some circumstances, Listing Broker may provide limited access to this website for Selling Broker's confidential review. Selling Broker agrees to treat this information with complete confidentiality, and shall not, under any circumstances, share such information directly with their Client/s.

## BUSINESS DISCLOSURE

Upon receipt and approval of this signed Agreement, Listing Broker agrees to supply Selling Broker with any Business Profile(s), Seller Disclosure Statement(s), etc. on the above referenced Business(s) as, when and if provided by Seller.

## FORM APPROVALS

If, after reviewing the Business Profile, Selling Broker's Buyer(s) express any interest in further details about the Business, Selling Broker agrees to forward to Listing Broker the following on a Listing Broker approved form:

a) Signed Buyer Profile(s) with Financial Information.

## PURCHASE AGREEMENT

Selling Broker agrees to notify Listing Broker immediately when an offer to purchase is to be prepared. Furthermore, presentation of an Offer to Purchase must be made using C.A.R. Form BPA [Business Purchase Agreement And Joint Escrow Instructions]. Selling Broker or Escrow agent shall hold Buyer(s) deposit check until escrow is opened.



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## ESCROW

Listing Broker and Selling Broker agree to use Fidelity National Title as, when and if Escrow is opened, located at 6060 Sepulveda Blvd, Suite 100, Van Nuys, CA 91411 – unless Listing Broker approves an alternative Escrow service.

## AGREEMENT TERM

With respect to each Business set forth above, the term of this Agreement shall be 24 months from date of signing. Selling Broker agrees not to procure a Listing on the Business without the prior written consent of the Listing Broker. Listing Broker agrees not to directly nor indirectly initiate contact with the Selling Broker's potential Buyer(s) without the prior written consent. Only Listing Broker shall advertise the business. Selling Broker shall never advertise the Business.

## AFFILIATION

The terms and provisions of this Agreement shall apply to all officers, employees, and agents working for, affiliated with or operating under the name of the Listing Broker or the Selling Broker.

## APPLICATION ASSIGNMENT

Selling Broker may not extend the privileges of this Agreement to any other satellite office or any other brokerage or intermediary firm. Selling Broker may not assign this Agreement to any third party, without Listing Broker's prior written consent.

## LISTING BROKER WARRANTIES

Listing Broker makes no representation or warranty, expressed or implied, as to the accuracy or completeness of any information regarding the Business.

## SELLING BROKER WARRANTIES

Selling Broker makes no representation or warranty, expressed or implied, as to the accuracy or completeness of any information provided by, and about, the potential buyer(s).

## ALTERATIONS

Selling Broker shall not alter any information provided by the Listing Broker.

## LEGAL & RELATED EXPENSES

Each party agrees to share (in the same proportion as the commission is shared) all legal and related expenses for the collection of any selling fees due and payable by reason of the Listing Broker's Representation Agreement. The Listing Broker



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shall select the attorney. If either party declines to pay his proportionate share of legal fees and expenses, as and when due, or to participate in such suit, such Broker shall thereby irrevocably assign to the other Broker all right, title and interest in and to any fees which may be collected concerning the Business, the Representation Agreement or any sale of the Business.

## **BROKER RELATIONSHIPS**

Nothing contained in this Agreement shall create or be deemed to create a relationship between Listing Broker and Selling Broker as a joint venture or partnership. This Agreement does not create a sub-agency between the parties.

## **JURISDICTION**

This Agreement shall be governed by and interpreted under the laws of the State of California.

## **BINDING AGREEMENT**

This Agreement shall bind and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the parties.

## **SEVERABILITY**

Should any provision hereof be deemed illegal or unenforceable, the remaining provisions hereof shall be given effect separately therefrom and shall not be affected thereby.

## **ATTORNEY FEES**

In the event of breach of this Agreement, the prevailing party shall be entitled to collect his reasonable attorney fees and expenses of litigation from the non-prevailing party.

## **ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between the parties as to the subject matter hereof and supersedes all prior oral and written Agreements and understandings between the parties regarding the Business and Listing Agreement. This Agreement shall not be modified except in writing executed by both the Listing Broker and the Selling Broker.



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**IN WITNESS THEREOF**, the parties hereto have duly executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2010:

\_\_\_\_\_  
Signature of Selling Broker

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Selling Broker Name (Please Print)

\_\_\_\_\_  
DRE License Number

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Business Phone / Fax Number

\_\_\_\_\_  
Company Website Address

\_\_\_\_\_  
Selling Broker Email Address

\_\_\_\_\_  
Physical Street Address (No P.O. Boxes)

\_\_\_\_\_  
Mobile Phone Number

\_\_\_\_\_  
City / State / Zip Code

\_\_\_\_\_  
Agent Name (Please Print)

Approved By It's President  
And Broker / Officer

BIZ Builder.Com, Inc: \_\_\_\_\_ Initials: \_\_\_\_\_