

SoCal Business Broker
CO-BROKERAGE AGREEMENT FOR BUYER COMPENSATED BROKERS

This agreement between SoCal Business Broker, "Listing Broker" and _____
"Selling Broker" dated this _____ day of _____, 200__.

Whereas, Listing Broker has a valid Representation Agreement on the following business, the
"Business";

<u>Reference No.</u>	<u>Business Description</u>
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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:

1. The above recitals are true and correct.
2. In the event that Selling Broker sells the Business to a Buyer introduced by the Selling Broker to
the Business, the total compensation received by the Selling Broker will come from the Buyer.
3. Each party agrees that the fact that the Business is for sale shall be treated in a confidential manner.
Selling Broker agrees not to initiate contact with the Business owner or employees.
4. Selling Broker agrees to schedule all showings, telephone calls or meetings with the Business
owner(s) or its employees through the Listing Broker. Selling Broker agrees to obtain all copies of
information sheets, financial statements, or any other documents concerning the Business through
the Listing Broker.
5. Upon receipt and approval of this signed Agreement, Listing Broker agrees to supply the Selling
Broker a Business Profile on the above referenced Business.
6. If after reviewing the Business Profile, the Selling Broker's Buyer(s) expresses an interest then,
Selling Broker agrees to forward to the Listing Broker the following on a Listing Broker approved
form:
 - a. Signed Confidentiality Agreement of all potential Buyer(s).
 - b. Signed Buyer Profile with financial information of all potential Buyer(s)
7. Selling Broker agrees to notify the Listing Broker immediately when an offer to purchase is to be
prepared. Furthermore, presentation of an Offer to Purchase must be made through the Listing
Broker on a Listing Broker approved form and, with the Business Owner's approval, the Listing
Broker and Selling Broker may jointly present the offer. Selling Broker or Escrow agent shall hold
Buyer(s) deposit check until escrow is opened.
8. Listing Broker or Escrow Agent shall hold escrow funds.
9. With respect to the 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 of the Selling
Broker.
10. Selling Broker shall not advertise the Business.
11. 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.
12. Selling Broker may not extend the privileges of this Agreement to any other Sunbelt office or any
other brokerage or intermediary firm. Selling Broker may not assign this Agreement to any party,
without Listing Broker's prior written consent.

int ___ int ___

13. Listing Broker makes no representation or warranty, expressed or implied, as to the accuracy or completeness of any information regarding the Business.
14. Selling Broker makes no representation or warranty, expressed or implied, as the accuracy or completeness of any information provided by, and about, the potential buyer(s).
15. Listing Broker agrees to furnish to the Selling Broker a copy of the Business Profile immediately after both parties have signed this Agreement.
16. Selling Broker shall not alter any information provided by the Listing Broker.
17. 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. Nothing contained in this Agreement shall create or be deemed to create a relationship between Listing Broker and Selling Broker as joint venturers or partners. This Agreement does not create a subagency between the parties.
18. This Agreement shall be governed by and interpreted under the laws of the State of California.
19. This Agreement shall bind and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the parties.
20. 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.
21. 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.

IN WITNESS THEREOF, the parties hereto have duly executed this agreement on the _____ day of _____, 200__:

Listing Broker: Social Business Broker

Oscar Nasiri _____
 Printed Name of the Office Broker

 Signature of Office Broker

 Printed Name of the Listing Agent

Selling Broker: _____

Printed Name of the Office _____

Printed Name of the Office Broker & Broker Number

 Signature of Office Broker

 Printed Name of the Selling Agent