

SoCal Business Broker
CO-BROKERAGE AGREEMENT

This agreement between SoCal Business Broker, "Seller's Broker" and

"Buyer's Broker" dated this ____ day of _____, 200__.

Whereas, Seller's Broker has a valid Representation Agreement on the following business(s), the "Business";

Reference No.

Business Description

____ Valero Gas Station _____

and whereas, Buyer's Broker has a potential buyer(s) who has expressed interest in the Business; and

Whereas, Seller's Broker and Buyer's Broker desire to co-operate to procure a sale on the Business that will benefit the owner(s) of the Business.

Therefore, the Seller's Broker and the Buyer's Broker agree as follows:

1. The above recitals are true and correct.
2. In the event that Buyer's Broker sells the Business to a person introduced by the Buyer's Broker to the Business, the total sales fee (when and if received) from such sale shall be divided as follows: 50% to Seller's Broker and 50% to the Buyer's Broker.
 The selling fee split shall be made after subtracting for any listing finder's fee, Confidential Business Review fee or valuation fee as follows: \$__50/50___. Any other third party payments from selling fees earned from the sale shall be specifically agreed to in writing by Seller's Broker and Buyer's Broker.
3. The Broker collecting the selling fee shall pay the other Broker its share immediately on collecting said fees, and, in no event, later than two business days after collecting said fees.
4. Each party agrees that the fact that the Business is for sale shall be treated in a confidential manner. Buyer's Broker agrees not to initiate contact with the Business owner or employees.
5. Buyer's Broker agrees to schedule all showings, telephone calls or meetings with the Business owner(s) or its employees through the Seller's Broker. Buyer's Broker agrees to obtain all copies of information sheets, financial statements, or any other documents concerning the Business through the Seller's Broker.

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6. Upon receipt and approval of this signed Agreement, Seller's Broker agrees to supply the Buyer's Broker the Business Profile(s) on the above referenced Business(s).
7. If after reviewing the Business Profile, the Buyer's Broker's Buyer(s) expresses an interest then, Buyer's Broker agrees to forward to the Seller's Broker the following on a Seller's Broker approved form:
 - a. Signed Confidentiality Agreement of all potential Buyer(s).
 - b. Signed Buyer Profile with financial information of all potential Buyer(s)
8. Buyer's Broker agrees to notify the Seller's Broker immediately when an offer to purchase is to be prepared. Furthermore, presentation of an Offer to Purchase must be made through the Seller's Broker on a Seller's Broker approved form and, with the Business Owner's approval; the Seller's Broker and Buyer's Broker may jointly present the offer. Buyer's Broker or Escrow agent shall hold Buyer(s) deposit check until escrow is opened.
9. Seller's Broker or Escrow Agent shall hold escrow funds.
10. With respect to each Business set forth above, the term of this Agreement shall be 24 months from date of signing. Buyer's Broker agrees not to procure a listing on the Business without the prior written consent of the Seller's Broker. Seller's Broker agrees not to directly nor indirectly initiate contact with the Buyer's Broker's potential Buyer(s) without the prior written consent of the Buyer's Broker.
11. Buyer's Broker shall not advertise the Business.
12. 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 Seller's Broker or the Buyer's Broker.
13. Buyer's Broker may not extend the privileges of this Agreement to any other Sunbelt office or any other brokerage or intermediary firm. Buyer's Broker may not assign this Agreement to any party, without Seller's Broker's prior written consent.
14. Seller's Broker makes no representation or warranty, expressed or implied, as to the accuracy or completeness of any information regarding the Business.
15. Buyer's 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).
16. Buyer's Broker shall not alter any information provided by the Seller's Broker.
17. 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 Seller's Broker's Representation Agreement. The Seller's Broker 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.
18. 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 regard the Business and listing agreement. This Agreement shall not be modified except in writing executed by both the Seller's Broker and the Buyer's Broker.

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19. Nothing contained in this Agreement shall create or be deemed to create a relationship between Seller's Broker and Buyer's Broker as joint venturers or partners. This Agreement does not create a subagency between he parties.
20. This Agreement shall be governed by and interpreted under the laws of the State of California.
21. This Agreement shall bind and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the parties.
22. 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.
23. 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 parities hereto have duly executed this agreement on the _____ day of _____, 200__:

Seller's Broker: Oscar nasiri Social Business Broker

Oscar Nasiri

Printed Name of the Office Broker

Signature of Office Broker

Printed Name of the Seller's Agent

Buyer's Broker:

Printed Name of the Office

Printed Name of the Office Broker & Broker Number

Signature of Office Broker

Fax _____ Phone _____

Email: _____

Printed Name of the Buyer's Agent

Printed Name of the Buyer's: