



CITRUS BUSINESS BROKERS

225 South Lake Avenue Suite # 300 Pasadena CA, 91101

Phone: (626) 498-2808

FAX: (626) 498- 2813

For Brokers

Please print Co-Brokers Agreement and Buyers Profile. Complete, sign and fax it back to us. Once we receive completed documents, we'll sign and fax you back the Agreement, including your requested listing information.

Discuss commission split with listing Broker, before completing this form.

CO-BROKER AGREEMENT

This Agreement is between:

"Listing Broker"

Citrus Business Brokers.
225 South Lake Avenue Suite 300 Pasadena CA 91101,

and

"Selling Broker"

(Selling Brokers Name)

(Brokerage Name)

(Address)

Dated this _____ day of _____, 20_____.

Whereas, Listing Broker has a valid listing on the following business (es), the "Business";

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

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.

Initial >>

L. Broker _____

S. Broker _____



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 person introduced by the Selling Broker to the Business, the total sales commission (when and if received) from such sale shall be divided as follows: _____% to Listing Broker and _____% to the Selling Broker. The percentage shall include the same percentage of any retainer or similar fee previously received by Listing Broker as such retainer or fee is credited against any commission due. Such percentage shall not include any separate valuation fee or other specific fees due or paid to Listing Broker that are unrelated to the commission, but shall include any finders fees or other such fees received by the Selling Broker from the buyer of the Business. Both Listing Broker and Selling Broker are responsible for their respective finders fees to any third parties from their respective share of the commission. Any other third party payments from commissions earned from the sale shall be specifically agreed to in writing by Listing Broker and Selling Broker.
3. The Broker collecting the commission shall pay the other Broker its share immediately on collecting said commission, and, in no event, later than two business days after collecting said commission.
4. Each party agrees that the listing of the Business shall be treated in a confidential manner. Selling Broker agrees to obtain the prior approval of the Listing Broker before providing copies of information sheets, financial statements, or any other documents concerning the listing to potential buyers or their agents.
5. Selling Broker agrees to obtain signatures of all potential Buyer(s) and his/her agents on a Memo Record of Showing form.
6. Selling Broker agrees to supply Listing Broker with financial information on potential Buyers as reasonably requested by Listing Broker.
7. Selling Broker agrees to obtain in advance the permission of the Listing Broker before showing the business.
8. 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 and, with the Business Owner's approval, the Listing Broker and Selling Broker may jointly present the offer.
9. Selling Broker shall hold escrow funds.
10. With respect to each listing set forth above, the term of this Agreement shall correspond to the term of the Listing Agreement on the Business. 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 or indirectly initiate contact with the Selling Broker's potential Buyer without the prior written consent of the Selling Broker.
11. Selling Broker shall not advertise the Business without the Listing Broker's prior written consent, including approval of the specific wording, form, content and placement of the advertising.
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 Listing Broker or the Selling Broker.
13. 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.
14. Listing Broker makes no representation or warranty, expressed or implied, as to the accuracy or completeness of any information regarding the Business.
15. Selling Broker makes no representation or warranty, expressed or implied, as to the qualification of the potential buyer(s) to complete the purchase of the Business or the accuracy or completeness of any information provided by, and about, the potential buyer(s).
16. Listing Broker agrees to furnish to the Selling Broker a copy of the listing agreement immediately after both parties have signed this Agreement.
17. Selling Broker shall not alter any information provided by the Listing Broker.

Initial >>

L. Broker _____

S. Broker _____

18. Each party agrees to share (in the same proportion as the commission is shared) all legal and related expenses for the collection of any commission due and payable by reason of the listing agreement described above. The Listing 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 commission which may be due concerning the listing, the listing agreement or any sale of the Business.
19. 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 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 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 parties hereto have duly executed this agreement on the

_____ day of _____, 20_____:

LISTING BROKER:

Listing Broker Signature

BY: _____
Office Owner

SELLING BROKER:

Selling Broker Signature

BY: _____
Office Owner

BUYERS PROFILE

PRIOR TO RELEASING ANY BUSINESS INFORMATION TO THE INTERESTED BUYER,
WE PROVIDE BUSINESS SELLER THE FOLLOWING PROFILE FACTS.

1. Full Name:		Phone:	
2. Address:			Zip:
3. E-mail:		Fax:	
4. Business listing you are interested in:			
5. Your occupation?			
6. Type of business you have/had and how long?			
7. Otherwise, Industry and position you are employed in and how long?			
8. Your current annual income \$			
9. Down payment amount and the source of those funds that you will be required to substantiate at the time of making an offer			
Amount : \$		Source :	
10. Have you made any offers on a business recently? No <input type="checkbox"/> Yes <input type="checkbox"/>			
11. Preferred business location/s?			
CITY	1	2	3
12. Other business opportunities/Industry that you are interested to invest:			
The undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so.			
13. The Undersigned is a ? Buyer <input type="checkbox"/> Broker <input type="checkbox"/> Other <input type="checkbox"/>			

BY SIGNING BELOW, I CERTIFY THAT ABOVE COMPLETED BUYERS PROFILE INFORMATION
IS TRUE AND CORRECT.

SIGNATURE /	DATE /
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