

Standard Listing Agreement 4.2 with WeBrokerWebsites™

Sole and Exclusive Right to Sell.

1. The Seller contracts WeBrokerWebsites.com on a sole and exclusive basis to sell their business listed below, including, if applicable all copyrights, trademarks, trade names, domain names and inventory.
2. This Agreement will begin on the date this Agreement is signed below or agreed to online and to continue for 180 days from that date.
3. The term "selling price" will mean any and all amounts of money or other consideration paid or conveyed to Seller, or for Sellers benefit, or paid or conveyed by a Purchaser in connection with the sale of the assets or stock of the business plus all liabilities and/or obligations assumed by Purchaser.
4. The Seller has agreed to pay WeBrokerWebsites **10%** of the selling price and in no event not less than \$6,500 upon the sale of the said business.
5. The Seller understands that the entire commission will become payable on the asking price if the Seller directly or indirectly enters into an Offer to Purchase (however initiated) or accepts a deposit or does any other action that is equivalent to selling or transferring the business without the written approval of WeBrokerWebsites.
6. The Seller agrees that if the business for sale is cancelled or the property withdrawn from sale during the listing term by the seller, there will be a 3% early cancellation fee based on the asking price.
7. The Seller does not have to accept an Offer to Purchase their business they are not comfortable with.
8. If the deposit or down payment has been forfeited by the Buyer the deposit shall be split 50/50.
9. Additional costs beyond the marketing of the Sellers business for sale i.e. third party business and financial audits or lawyers fees shall be paid by the Buyer or Seller as decided between the parties.
10. The Seller agrees to pay the entire commission set forth in this Agreement to WeBrokerWebsites if the business is sold, leased, traded or otherwise conveyed to anyone referred to the Seller by WeBrokerWebsites within six months of the termination of this contract.
11. Should any suit be engaged to uphold WeBrokerWebsites rights and in the event WeBrokerWebsites prevails the Seller agrees to pay any and all WeBrokerWebsites expenses and attorney's fees incurred.
12. The parties agree that any action or claim concerning this agreement shall be brought in Orange County FL, and agree to forbear from filing a claim in any other county or jurisdiction.
13. Seller hereby indemnifies and holds harmless Broker, co-brokers and owners against any and all losses, claims, damages, expenses or liabilities whatsoever, joint or several, which may arise out of or in connection with the performance of this Agreement. This indemnification does not apply to intentionally wrongful acts or gross negligence of Broker.
14. If a court determines that any provision of this agreement is invalid or unenforceable, it will only affect that provision and not void the rest of the agreement.
15. The Seller agrees that it has provided the listing information and warrants that the information is true and correct.
16. If the Seller is a partnership, corporation or other entity, the person(s) signing on behalf of the business represent(s) and warrants that he/she has, or they have the authority to enter into this contract on behalf of the business.

WeBrokerWebsites™

1700 River Ridge
Spring Valley, OH 45370
800-965-0438

Broker Name (print)

Broker Signature

Date

Business Name

Seller 1 Name (print)

Seller 1 Signature Date

Seller 2 Name (print)

Seller 2 Signature Date