**CO-BROKERAGE AGREEMENT**

This agreement is between:

 , (“**Listing Broker**”) and (“**Selling Broker**”) dated this day of , 20 .

**Whereas**, Listing Broker is a practicing Business Broker and has valid listings on businesses for sale, the “Businesses”; and **Whereas**, Selling Broker from time to time has potential buyers who have expressed interest in the Businesses; and **Whereas,** Listing Broker and Selling Broker desire to cooperate on certain listings named below in order to procure a sale on the Businesses that will benefit the owners of the Businesses.

Businesses to be Co-Brokered:

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

1. The above recitals are true and correct.
2. The Listing Broker is not obligated to cooperate with the Selling Broker on all of its listings.
3. In the event that Selling Broker sells one of the Listing Broker’s Businesses to a person or entity introduced by the Selling Broker to a 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 not include any retainer or similar fee previously received by Listing Broker. 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 finder’s fees or other such fees received by the Selling Broker from the buyer of one of the Businesses. Both Listing Broker and Selling Broker are responsible for their respective finder’s 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.

1. The Broker collecting the commission shall pay the other Broker its share immediately upon collecting said commission, and, in no event, later than two business days after collecting said commission.
2. 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.
3. Selling Broker agrees to obtain the signatures of all potential Buyers on an Agreement that assures Confidentiality, Non-Disclosure, and Non-Circumvention before disclosing any confidential information about the selling company. Such Agreement shall be worded so as to also bind the buyer’s agents and advisors and shall be agreeable to the Listing Broker in all respects.
4. Selling Broker agrees to supply Listing Broker with financial information on potential Buyers as reasonably requested by Listing Broker.
5. Selling Broker agrees to obtain in advance the permission of the Listing Broker before showing the business.
6. 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. With the Business Owner’s approval, the Listing Broker and Selling Broker may jointly present the offer.
7. Unless otherwise agreed to by the parties involved, all transaction funds shall be delivered to the Listing Broker who is responsible for opening escrow. Both Listing Broker and Selling Broker shall be named in the Purchase Agreement.
8. Selling Broker agrees not to procure a listing on any of Listing Broker’s Businesses including, but not limited to any Co-Brokered 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 Buyers without the prior written consent of the Selling Broker.
9. 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.
10. 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.
11. Selling Broker may not extend the privileges of this Agreement to any other 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.
12. Listing Broker makes no representation or warranty, expressed or implied, as to the accuracy or completeness of any information regarding the Business.
13. Selling Broker makes no representation or warranty, expressed or implied, as to the qualification of potential buyers to complete the purchase of the Business or the accuracy or completeness of any information provided by, and about, potential buyers.
14. Selling Broker shall not alter any information provided by the Listing Broker.
15. 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 and the Selling Broker shall cooperate with regard to selection of an attorney and attorney expenditures. 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.
16. 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 parities regarding Co-Brokerage agreements. 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 a joint venture or partnership. This Agreement does not create a sub-agency between the parties.
17. Listing broker herein agrees to disclose to Selling Broker the identity of any business that is introduced to a buyer supplied by Selling Broker prior to introduction of the business to the buyer.
18. This Agreement shall be governed by and interpreted under the laws of the State of Florida.
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 and shall not be affected thereby.
21. It is agreed herein that fax transmissions of all agreements including this agreement letter shall have the same import as though they were mailed, and identical copies of this agreement shall serve as a single document.
22. 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.

# Selling Broker: Listing Broker:

**Business Name and address: Business Name and address:**

By: Date By: Date

Name Printed Name Printed