Exclusive Right to Sell Agreement: Business

Bradley Poster, Licensed Real Estate Broker · Mister New York Real Estate · 516-451-1776 · Info@MisterNewYork.com

This agreement gives Bradley Poster, Mister New York Real Estate, the exclusive right to sell the Seller's business for the term below. Fill in every blank before signing.

1. Parties

Broker: Bradley Poster, Mister New York Real Estate, licensed real estate broker. Phone 516-451-1776. Email Info@MisterNewYork.com. Office address: _____

Seller: _____ (owner name), on behalf of _____ (legal business name, e.g. LLC or Inc.)

Seller address: _____

Seller phone: _____ Email: _____

The person signing for the Seller confirms they own the business or are authorized to sign for all owners.

2. The business and what is sold

Business name (DBA): _____

Type of business: _____

Location: _____

The sale includes the items checked below. Anything not checked stays with the Seller.

- [ ] Goodwill, business name, phone numbers, website and social media accounts
- [ ] Furniture, fixtures and equipment (list attached as Schedule A)
- [ ] Inventory at closing (valued at cost, counted at closing)
- [ ] Assignment of the current lease, subject to landlord approval
- [ ] Customer lists, supplier contracts and licenses that can legally be transferred
- [ ] Real property (the building or land), if owned by the Seller
- [ ] Other: _____

Not included (excluded assets): _____

3. Price, term and exclusive right

Asking price: $_____, or any other price and terms the Seller accepts in writing.

Term: This agreement starts on (date) _____ and ends at 11:59 p.m. on (date) _____. It does not renew automatically. Any extension must be in writing and signed by both parties.

Exclusive right to sell: During the term, the Broker is the only broker authorized to market and sell the business. The commission in section 4 is earned if the business is sold, exchanged or transferred during the term to anyone, including a buyer the Seller finds on their own.

Early cancellation: Either party may cancel with ____ days' written notice. Section 4's protection period still applies to buyers introduced before cancellation.

4. Commission and protection period

Commission: ____% of the total sale price, or a minimum of $_____, whichever is greater. Total sale price includes cash, notes, seller financing, assumed debt, inventory and any consulting or non-compete payments to the Seller.

Commissions are negotiable. The rate above was agreed between the Broker and the Seller. It is not set by law or by any association.

When it is paid: At closing, out of the sale proceeds, through the closing attorney or escrow agent.

Protection period: If, within ____ months after this agreement ends, the business is sold to a buyer the Broker introduced or showed it to during the term, the commission is still owed. The Broker will give the Seller a written list of those buyers within 10 days after the term ends. This does not apply if the Seller has signed a new exclusive agreement with another licensed broker.

Seller default: If the Seller refuses to close after accepting a written offer at the asking price or other agreed terms, the commission is still owed.

5. Duties and confidentiality

The Broker will:

1. Help the Seller set a realistic asking price.
2. Advertise the business, including on ForSaleByBizOwner.com, without naming it publicly unless the Seller agrees in writing.
3. Screen buyers and get a signed non-disclosure agreement (NDA) and proof of funds before sharing the business name, financials or location.
4. Present every written offer to the Seller promptly.
5. Help coordinate due diligence, the landlord, attorneys and closing.

The Seller will:

1. Give accurate financial records (at least 3 years of tax returns and profit and loss statements) and tell the Broker about any debts, liens, lawsuits or lease problems.
2. Refer every buyer inquiry to the Broker during the term.
3. Keep the business running normally until closing.
4. Not list the business with another broker during the term.

Confidentiality: Both parties will keep the sale confidential from employees, customers and suppliers unless the Seller agrees otherwise in writing.

No legal or tax advice: The Broker does not give legal, tax or accounting advice. The Seller should hire an attorney and accountant for the sale.

Seller's information: The Seller is responsible for the accuracy of the information they provide. The Seller agrees to hold the Broker harmless from claims caused by false or incomplete information the Seller supplied.

6. Notices and signatures

Agency: The Broker acts as the Seller's agent. If the Broker also represents a buyer for this business, the Broker will tell the Seller in writing and get the Seller's written consent before acting for both sides.

Non-discrimination: The Broker and the Seller will not discriminate against any buyer on any basis prohibited by federal, New York State or local law.

Whole agreement: This is the entire agreement. Changes must be in writing and signed by both parties. New York law governs it.

Copies: Signed copies, scans and electronic signatures count as originals.

	Seller	**Broker: Bradley Poster, Mister New York Real Estate**
Signature		
Print name		Bradley Poster, Broker
Title (if a company)		
Date		