

**WB-6 BUSINESS LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL**

1 **SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE ASSETS ON THE FOLLOWING TERMS:**  
2 Business Name (include both legal and any trade name): \_\_\_\_\_

3 \_\_\_\_\_  
4 Type of Business Entity (e.g., corporation, LLC, partnership, sole proprietorship, etc.): \_\_\_\_\_

5 \_\_\_\_\_  
6 Business Description and Current Location of Assets: \_\_\_\_\_

7 \_\_\_\_\_  
8 (lines 2-7 hereinafter referred to as the "Business"). Insert additional description, if any, at lines 250-260 or attach as an addendum per line 333.

9 ■ **INCLUDED IN LIST PRICE:** Seller shall include in the list price (unless excluded at lines 32-35) and transfer, free and clear of encumbrances, the  
10 Assets of the Business including all goodwill, stock-in-trade, trade fixtures, accounts receivable, Business Personal Property, the interest in Real  
11 Estate (if included on lines 22-31), Fixtures (if interest in Real Estate is included), and the following additional property: \_\_\_\_\_

12 \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_

15 \_\_\_\_\_ **STRIKE AND COMPLETE AS APPLICABLE** (hereinafter collectively the "Assets").

16 Seller shall convey Business Personal Property and any other personal property by Bill of Sale or \_\_\_\_\_

17 \_\_\_\_\_,  
18 free and clear of all liens and encumbrances except \_\_\_\_\_

19 \_\_\_\_\_  
20 ■ **INTEREST IN REAL ESTATE** **CHECK BOX ON LINE 21 or 22, AS APPLICABLE**

21  **NO INTEREST IN REAL ESTATE INCLUDED IN LIST PRICE**

22  **DESCRIPTION OF INTEREST IN REAL ESTATE INCLUDED IN LIST PRICE:**

23 Street address is: \_\_\_\_\_

24 \_\_\_\_\_ in the \_\_\_\_\_

25 of \_\_\_\_\_, County of \_\_\_\_\_, Wisconsin (the "Real Estate").

26 The Real Estate is owned by: \_\_\_\_\_

27 The Real Estate is leased to: \_\_\_\_\_ (See lines 201-205)

28 The interest in the Real Estate included in the list price is:  ownership  leasehold  assignment of existing lease

29  other: \_\_\_\_\_ Insert any additional description,  
30 including further description of the type of interest in the Real Estate that is included in list price, at lines 250-260 or attach as an addendum per  
31 line 333.

32 ■ **NOT INCLUDED IN LIST PRICE:** \_\_\_\_\_

33 \_\_\_\_\_  
34 \_\_\_\_\_

35 **CAUTION: Identify any Fixtures, trade fixtures and Business Personal Property to be excluded by Seller (See lines 32-34 and 269-276).**

36 ■ **LIST PRICE:** \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

37 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Assets. The marketing may include:  
38 \_\_\_\_\_

39 \_\_\_\_\_ The Firm and its agents  
40 may advertise the following special financing and incentives offered by Seller: \_\_\_\_\_

41 \_\_\_\_\_ Seller has a duty to cooperate with the  
42 marketing efforts of the Firm and its agents. See lines 179-184 regarding the Firm's role as marketing agent and Seller's duty to notify the Firm of any  
43 potential buyers known to Seller. Seller agrees that the Firm and its agents may market other assets and properties during the term of this Listing.

44 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms: \_\_\_\_\_

45 \_\_\_\_\_

46 (Exceptions if any): \_\_\_\_\_

47 **COMMISSION** The Firm's commission shall be \_\_\_\_\_

48 \_\_\_\_\_

49 \_\_\_\_\_

50 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned if, during the term of this Listing:

51 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Assets;

52 2) Seller grants an option to purchase all or any part of the Assets which is subsequently exercised;

53 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Assets;

54 4) A transaction occurs which causes an effective change of ownership, management or control of all or any part of the Assets from Seller to a third  
55 party, other than in the ordinary course of business;

- 56 5) A transfer or sale of any stock, shares, membership or partnership interest of the Business entity occurs which results in an effective change of  
57 ownership, management or control of the Business;
- 58 6) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Assets at, or above, the list price and on substantially  
59 the same terms set forth in this Listing and the current WB-16 Offer To Purchase - Business With Real Estate (if real property is included in the list  
60 price) or WB-17 Offer To Purchase - Business Without Real Estate, even if Seller does not accept this buyer's offer. A buyer is ready, willing and  
61 able when the buyer submitting the written offer has the ability to complete the buyer's obligations under the written offer;
- 62 7) Seller enters into a management contract involving all or any part of the Assets during the term of this Listing;
- 63 8) Seller enters into lease(s) involving all or any part of the Assets during the term of this Listing, other than in the ordinary course of business.

64 **NOTE: Each item on lines 51-63 is a commissionable event and the commission due shall be the aggregate of the amounts earned for all**  
65 **commissionable events. This may require allocation of list price or fair market value among Assets.**

66 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Assets sells, conveys, exchanges or options, as described  
67 above, an interest in all or any part of the Assets to another owner, except by divorce judgment.

68 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date set for closing, even if the  
69 transaction does not close, unless otherwise agreed in writing.

70 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:

- 71 • Under 1) or 2) the purchase price.
- 72 • Under 4), 5), 6), 7), 8), or 3) (if an exchange of all Assets), the list price if the entire Property is involved.
- 73 • Under 3) if the exchange does not involve all Assets, the fair market value of the Assets exchanged.

74 "Purchase price" shall include all consideration received by Seller including, but not limited to, buyer assumptions of debt, any Seller provided  
75 financing and all consideration received by other selling or transferring parties, as the case may be.

76 **NOTE: If a commission is earned for a portion of the Assets it does not terminate the Listing as to any remaining Assets.**

77 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to qualify a buyer's financial  
78 capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of a contingency for financing, proof of funds, qualification  
79 from a lender, sale of buyer's property, or other confirmation in any offer to purchase or contract.

## 80 **DISCLOSURE TO CLIENTS**

81 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe certain duties to all parties to a  
82 transaction:

- 83 (a) The duty to provide brokerage services to you fairly and honestly.
- 84 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 85 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the  
86 information is prohibited by law.
- 87 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law.  
88 (See lines 291-293.)
- 89 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your confidential information or the  
90 confidential information of other parties. (See lines 140-159.)
- 91 (f) The duty to safeguard trust funds and other property the firm and its agents holds.
- 92 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and  
93 disadvantages of the proposals.

### 94 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.**

#### 95 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 96 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect your transaction, unless you  
97 release the firm from this duty.
- 98 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
- 99 (c) The firm and its agents will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are within the scope of  
100 the agency agreement.
- 101 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
- 102 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless required by law, give  
103 information or advice to other parties who are not the firm's clients, if giving the information or advice is contrary to your interests.

104 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation relationship"), different duties may  
105 apply.

### 106 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

107 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a party in the same transaction.  
108 If you and the firm's other clients in the transaction consent, the firm may provide services through designated agency, which is one type of multiple  
109 representation relationship.

110 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or clients in the transaction, and  
111 the firm's duties to you as a client will remain the same. Each agent will provide information, opinions, and advice to the client for whom the agent is  
112 negotiating, to assist the client in the negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even  
113 if the information, opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal any of your  
114 confidential information to another party unless required to do so by law.

115 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may authorize or reject a multiple representation  
116 relationship in which the firm may provide brokerage services to more than one client in a transaction but neither the firm nor any of its agents may  
117 assist any client with information, opinions, and advice which may favor the interests of one client over any other client. Under this neutral approach,  
118 the same agent may represent more than one client in a transaction.

119 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage services to more than one client in  
120 the transaction.

121 **CHECK ONLY ONE OF THE THREE BELOW:**

122  The same firm may represent me and the other party as long as the same agent is not representing us both.  
123 (multiple representation relationship with designated agency)

124  The same firm may represent me and the other party, but the firm must remain neutral regardless if one or more  
125 different agents are involved. (multiple representation relationship without designated agency)

126  The same firm cannot represent both me and the other party in the same transaction. (I reject multiple  
127 representation relationships)

128 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may modify this selection by**  
129 **written notice to the firm at any time. Your firm is required to disclose to you in your agency agreement the commission or fees that you**  
130 **may owe to your firm. If you have any questions about the commission or fees that you may owe based upon the type of agency**  
131 **relationship you select with your firm you should ask your firm before signing the agency agreement.**

132 **SUBAGENCY**

133 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by providing brokerage  
134 services for your benefit. A subagent firm and the agents associated with the subagent firm will not put their own interests ahead of your interests. A  
135 subagent firm will not, unless required by law, provide advice or opinions to other parties if doing so is contrary to your interests.

136 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage services, but if you need legal**  
137 **advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.**

138 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language summary of the duties owed  
139 to you under section 452.133(2) of the Wisconsin statutes.

140 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to the Firm or its agents in  
141 confidence, or any information obtained by the Firm and its agents that a reasonable person would want to be kept confidential, unless the  
142 information must be disclosed by law or you authorize the Firm to disclose particular information. The Firm and its agents shall continue to keep the  
143 information confidential after the Firm is no longer providing brokerage services to you.

144 The following information is required to be disclosed by law:

145 1) Material Adverse Facts, as defined in section 452.01(5g) of the Wisconsin statutes (see lines 291-293).

146 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on the property or real estate  
147 that is the subject of the transaction.

148 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that information below (see lines  
149 150-154). At a later time, you may also provide the Firm with other information you consider to be confidential.

150 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_  
151 \_\_\_\_\_  
152 \_\_\_\_\_  
153 \_\_\_\_\_  
154 \_\_\_\_\_

155 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): \_\_\_\_\_  
156 \_\_\_\_\_  
157 \_\_\_\_\_  
158 \_\_\_\_\_  
159 \_\_\_\_\_

160 **SELLER RESPONSIBILITIES** Seller agrees to hold the Firm and its agents harmless as to any losses suffered by them because of any breach of  
161 contract by Seller where the Firm has acted as agent for Seller according to terms and conditions set forth in this Listing, including but not limited to,  
162 the payment of costs and reasonable attorney fees required to defend the Firm and its agents from claims by a buyer of the Assets. Seller is aware  
163 that there is a potential risk of injury, damage, loss or theft involving persons attending an individual showing of the Assets. Seller accepts  
164 responsibility for preparing the Assets to minimize the likelihood of personal injury, property damage, loss or theft. Seller agrees to hold the Firm and  
165 its agents harmless for any losses or liability resulting from personal injury, property damage, loss or theft occurring during the term of this listing,  
166 other than those caused by the negligence or intentional wrongdoing of the Firm or its agents. Seller acknowledges that showings may be conducted  
167 by licensees other than the Firm, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by agents of  
168 the Firm or other licensees, and that buyers or licensees may be present at all inspections and testing and may photograph or videotape the Assets  
169 unless otherwise provided for in additional provisions at lines 250-260 or in an addendum per line 333.

170 **SELLER'S DISCLOSURE REPORT(S)** If there is an interest in Real Estate included in the list price, Seller agrees to complete and provide the  
171 Firm with a written property condition report or vacant land disclosure report as applicable or required by law. The Firm may also request that Seller  
172 complete disclosure report(s) pertaining to Assets other than Real Estate and Seller agrees to complete and provide such written report(s). Seller  
173 agrees to complete all reports to the best of Seller's knowledge. Seller agrees to promptly amend the report(s) to include any information that would  
174 change a response if Seller learns of such information after completion of the report(s), but before acceptance of a buyer's offer to purchase. Seller  
175 authorizes the Firm and its agents to distribute any report(s) completed by Seller regarding the Real Estate or Assets other than Real Estate to all  
176 interested parties and their agents inquiring about the Assets. Seller acknowledges that the Firm and its agents have a duty to disclose all Material  
177 Adverse Facts, as required by law.

178 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR DAMAGES AND COSTS.**

179 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's marketing efforts and to provide  
180 the Firm with all records, documents and other material in Seller's possession or control which are required in connection with the sale. Seller  
181 authorizes the Firm and its agents to do those acts reasonably necessary to effect a sale and Seller agrees to cooperate fully with these efforts which  
182 may include Internet advertising or a lockbox system on the Real Estate. Seller shall promptly refer all persons making inquiries concerning the  
183 Assets to the Firm and notify the Firm in writing of the names and contact information of any potential buyers known to Seller, who contact Seller or  
184 with whom Seller negotiates or who view the Assets with Seller during the term of this Listing.

185 **SELLER AUTHORITY** Seller represents that Seller has authority to sign this Listing and negotiate the sale of the Assets. If Seller is an entity, Seller  
186 agrees, within 15 days of the execution of this Listing, to provide the Firm with a copy of document(s) confirming the authority to negotiate the sale of  
187 the Assets.

188 **DOCUMENTS AND RECORDS** Seller agrees to promptly deliver all financial, business or other records, documents or materials related to the  
189 Assets or transaction which are required in connection with the marketing or sale. **Seller warrants that all written documents and records given  
190 to the Firm in conjunction with the marketing or sale of the Assets shall be true and accurate.** Seller agrees to hold the Firm and its agents  
191 harmless from loss or liability resulting from their use of these documents and records, including but not limited to, the payment of costs and  
192 reasonable attorney fees in the event of any suit against the firm or its agents arising out of the use of these documents and records. Seller  
193 authorizes the Firm and its agents to distribute any or all of the documents and records given to the Firm to prospective buyers and their business,  
194 legal or tax counsel.

195 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon receipt of a written request from  
196 Seller or a firm who has listed the Assets, the Firm agrees to promptly deliver to Seller a written list of those buyers known by the Firm and its agents  
197 to whom the extension period applies. Should this Listing be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing  
198 shall be extended for Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 219-226).

199 **OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the Real Estate at time of closing and to have the Real Estate  
200 free of all debris and personal property except for personal property belonging to current tenants, sold to buyer or left with buyer's consent.

201 **LEASED PROPERTY** If any Assets are currently leased to third parties and the lease(s) will extend beyond closing, Seller shall assign Seller's  
202 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder to buyer at closing. Seller  
203 acknowledges that Seller remains liable under the lease(s) unless released by tenants.

204 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the lease(s) unless released by  
205 tenants.**

206 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the  
207 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov> or by telephone at (608) 240-5830.

208 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any prospective buyer on  
209 account of race, color, sex, sexual orientation as defined in Wis. Stat. § 111.32(13m), disability, religion, national origin, marital status,  
210 lawful source of income, age, ancestry, family status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other  
211 unlawful manner.

212 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the Firm's trust account.  
213 The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money, the Firm shall hold and disburse the  
214 earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB 18. If the transaction fails to close and the Seller  
215 requests and receives the earnest money as the total liquidated damages, then upon disbursement to Seller, the earnest money shall be paid first to  
216 reimburse the Firm for cash advances made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission,  
217 shall be paid to the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to the  
218 Firm shall not terminate this Listing.

219 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a material breach of contract  
220 by the other party. Seller understands that the parties to the Listing are Seller and the Firm. Agents for the Firm do not have the authority to enter into  
221 a mutual agreement to terminate the Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the  
222 agent(s)' supervising broker. Seller and the Firm agree that any termination of this Listing by either party before the date stated on line 335 shall be  
223 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 313-332 and effective by the Firm only if stated in  
224 writing by the supervising broker and delivered to Seller in accordance with lines 313-332.

225 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to potentially be liable for**  
226 **damages.**

227 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and the parties cannot resolve the  
228 dispute by mutual agreement, the parties may consider judicial resolution in court or may consider alternative dispute resolution. Alternative dispute  
229 resolution may include mediation and binding arbitration. Should the parties desire to submit any potential dispute to alternative dispute resolution, it  
230 is recommended that the parties add such in Additional Provisions or in an Addendum.

231 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions or compensation earned but  
232 not paid when due against the commercial real estate, or the interest in the commercial real estate, if any, that is the subject of this  
233 Listing. "Commercial real estate" includes all real estate except (a) real property containing 8 or fewer dwelling units, (b) real property that is zoned  
234 for residential purposes and that does not contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

235 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its agents will work and cooperate  
236 with other firms and agents in marketing the Assets, including firms acting as subagents (other firms engaged by the Firm - see lines 132-135) and  
237 firms representing buyers. Cooperation includes providing access to the Assets for showing purposes and presenting offers and other proposals  
238 from these firms to Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to attend  
239 showings, and the specific terms of offers which should not be submitted to Seller: \_\_\_\_\_  
240 \_\_\_\_\_.

241 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Assets.**

242 **EXCLUSIONS** All persons who may acquire an interest in the Assets who are Protected Buyers under a prior listing contract are excluded from this  
243 Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing. Within seven days of the date of this Listing, Seller agrees to  
244 deliver to the Firm a written list of all such Protected Buyers.

245 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**

246 The following other buyers \_\_\_\_\_  
247 \_\_\_\_\_ are excluded  
248 from this Listing until \_\_\_\_\_ [INSERT DATE]. These other buyers are no longer excluded from this Listing after  
249 the specified date unless, on or before the specified date, Seller has either accepted a written offer from the buyer or sold the Assets to the buyer.

250 **ADDITIONAL PROVISIONS** \_\_\_\_\_  
251 \_\_\_\_\_  
252 \_\_\_\_\_  
253 \_\_\_\_\_  
254 \_\_\_\_\_  
255 \_\_\_\_\_  
256 \_\_\_\_\_  
257 \_\_\_\_\_  
258 \_\_\_\_\_  
259 \_\_\_\_\_  
260 \_\_\_\_\_

261 **DEFINITIONS** As used in this Listing, the following definitions apply:

262 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

263 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 264 1) Significantly and adversely affecting the value of the property;
- 265 2) Significantly reducing the structural integrity of improvements to real estate; or
- 266 3) Presenting a significant health risk to occupants of the property.

267 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or  
268 agreement made concerning the transaction.

269 ■ **BUSINESS PERSONAL PROPERTY:** "Business Personal Property" is defined as all tangible and intangible personal property and rights in  
270 personal property owned by Seller and used in the Business, including, but not limited to, furniture, trade fixtures and equipment, tools used in  
271 business, telephone numbers and listings if transferable, customer lists, trade names, intellectual property, Internet domain names, digital media,  
272 digital marketing, databases, business records, supplies, leases, advance lease deposits, customer deposits, signs, all other personal property used  
273 in the Business, and if transferable, all permits, special licenses and franchises, except those assets disposed of in the ordinary course of business  
274 or as permitted by the offer.

275 **CAUTION: Identify on lines 32-35 Business Personal Property not included in the list price or not exclusively owned by Seller, such as**  
276 **licensed or rented personal property, tenants' personal property and tenants' trade fixtures.**

277 ■ **DEADLINES – DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the event occurred and by  
278 counting subsequent calendar days.

279 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

280 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or buildings so as to be treated as  
281 part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically  
282 adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen  
283 and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling  
284 units and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or fitted floor coverings; awnings;  
285 attached antennas and satellite dishes; audio/visual wall mounting brackets (but not the audio/visual equipment); garage door openers and remote  
286 controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances;  
287 ceiling fans; fences; in-ground pet containment systems (but not the collars); storage buildings on permanent foundations and docks/piers on  
288 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Real Estate.

289 **CAUTION: If an interest in real estate is included in the list price, identify on lines 32-35 Fixtures not included in the list price or not**  
290 **exclusively owned by Seller, such as rented Fixtures.**

291 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such significance, or that is generally  
292 recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's decision to enter into  
293 a contract or agreement concerning a transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

294 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest with buyer, or otherwise  
295 acting on behalf of buyer, including but not limited to buyer's immediate family, agents, servants, employees, directors, managers, members, officers,  
296 owners, partners, incorporators and organizers, as well as any and all corporations, partnerships, limited liability companies, trusts or other entities  
297 created or controlled by, affiliated with or owned by buyer, in whole or in part whether created before or after expiration of this Listing.

298 ■ **PROTECTED BUYER:** "Protected Buyer" means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of this  
299 Listing:

- 300 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Assets;
- 301 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential terms upon which the  
302 buyer might acquire an interest in the Assets; or
- 303 3) Attends an individual showing of the Assets or communicates with agents of the Firm or cooperating firms regarding any potential terms upon  
304 which the buyer might acquire an interest in the Assets, but only if the Firm or its agents deliver the buyer's name to Seller, in writing, no later  
305 than three days after the earlier of expiration or termination (lines 219-226) of the Listing. The requirement in 3), to deliver the buyer's name to  
306 Seller in writing, may be fulfilled as follows:
  - 307 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the individuals in the Listing;
  - 308 or
  - 309 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm or agents with  
310 whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

311 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of a Protected Buyer, who  
312 acquires an interest in the Assets during the extension of listing period as noted on lines 195-198.

313 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents and written notices to a  
314 party shall be effective only when accomplished by one of the methods specified at lines 315-332.

315 (1) **Personal Delivery:** giving the document or written notice personally to the party, or the party's recipient for delivery if named at line 316 or 317.

316 Seller's recipient for delivery (optional): \_\_\_\_\_

317 Firm's recipient for delivery (optional): \_\_\_\_\_

318  (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

319 Seller: (\_\_\_\_\_) \_\_\_\_\_ Firm: (\_\_\_\_\_) \_\_\_\_\_

320  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service,  
321 addressed either to the party, or to the party's recipient for delivery if named at line 316 or 317, for delivery to the party's delivery address at line 325  
322 or 326.

323  (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the party, or to the party's  
324 recipient for delivery if named at line 316 or 317, for delivery to the party's delivery address at line 325 or 326.

325 Delivery address for Seller: \_\_\_\_\_

326 Delivery address for Firm: \_\_\_\_\_

327  (5) **E-Mail:** electronically transmitting the document or written notice to the party's e-mail address, if given below at line 331 or 332. If this is a  
328 consumer transaction where the property being leased or purchased or the proceeds are used primarily for personal, family or household purposes,  
329 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and  
330 electronic signatures in the transaction, as required by federal law.

331 E-Mail address for Seller: \_\_\_\_\_

332 E-Mail address for Firm: \_\_\_\_\_

333 **ADDENDA** The attached \_\_\_\_\_ is/are made part of this Listing.

334 **TERM OF THE CONTRACT** From the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ up to the earlier of midnight of the  
335 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, or the conveyance of all Assets.

336 **THIS LISTING CONTRACT IS FOR SALE OF BUSINESS ASSETS. CONSULT APPROPRIATE ADVISORS FOR TAX, LICENSING, LIABILITY**  
337 **OR RELATED ISSUES. IF SIGNED, THIS LISTING CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BY SIGNING BELOW, SELLER**  
338 **ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND THAT HE/SHE HAS READ ALL 7 PAGES AS WELL AS ANY**  
339 **ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THE LISTING.**

340 All persons signing below on behalf of a Seller Entity represent that they have legal authority to sign for and bind the Entity.

341 **NOTE: If signing for an entity use an authorized signature line and print your name and title.**

342 \_\_\_\_\_

343 Seller Entity Name (if any) ▲

344 (x) \_\_\_\_\_

345 Authorized Signature ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

346 Print Name & Title ► \_\_\_\_\_

347 \_\_\_\_\_

348 Seller Entity Name (if any) Print Name ▲

349 (x) \_\_\_\_\_

350 Authorized Signature ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

351 Print Name & Title ► \_\_\_\_\_

352 (x) \_\_\_\_\_

353 Seller's Signature ▲ \_\_\_\_\_ Print Name ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

354 (x) \_\_\_\_\_

355 Seller's Signature ▲ \_\_\_\_\_ Print Name ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

356 (x) \_\_\_\_\_

357 Seller's Signature ▲ \_\_\_\_\_ Print Name ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

358 (x) \_\_\_\_\_

359 Seller's Signature ▲ \_\_\_\_\_ Print Name ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

360 \_\_\_\_\_

361 Firm Name ▲

362 (x) \_\_\_\_\_

363 Agent's Signature ▲ \_\_\_\_\_ Print Name ► \_\_\_\_\_ Date ▲ \_\_\_\_\_