

**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 257-271 or attach as an addendum per line 344.

9 ■ **INCLUDED IN LIST PRICE:** Seller shall include in the list price (unless excluded at lines 32-34) 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 207-211)

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 257-271 or attach as an addendum per

31 line 344.

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 280-287).**

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 \_\_\_\_\_

40 The Firm and its agents may advertise the following concessions, incentives, or special financing offered by Seller:

41 \_\_\_\_\_

42 \_\_\_\_\_, which are in addition

43 to and separate from Compensation to Others. See lines 49-54.

44 **NOTE: Concessions offered in the multiple listing service cannot be limited to or conditioned on the retention of or payment to a  
45 cooperating firm, buyer's firm or other buyer's representative.**

46 Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 185-190 regarding the Firm's role as marketing agent  
47 and Seller's duty to notify the Firm of any potential buyers known to Seller. Seller agrees that the Firm and its agents may market other assets and  
48 properties during the term of this Listing.

49 **COMPENSATION TO OTHERS** The Firm has disclosed and Seller approves offers of compensation to cooperating firms working with buyers such as

50 subagents and buyer's firms: \_\_\_\_\_

51 \_\_\_\_\_

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

53 **There is no standard market commission rate. Commissions and types of service may vary by firm. Commissions are not set by law and  
54 are fully negotiable.**

55 **COMMISSION** Seller and the Firm agree the Firm's commission shall be \_\_\_\_\_

56 \_\_\_\_\_

57 \_\_\_\_\_

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

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

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

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

62 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 party, other than in the ordinary course of business;

63 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 ownership, management or control of the Business;

64 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 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 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 able when the buyer submitting the written offer has the ability to complete the buyer's obligations under the written offer;

65 7) Seller enters into a management contract involving all or any part of the Assets during the term of this Listing;

66 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.

67 **NOTE: Each item on lines 59-71 is a commissionable event and the commission due shall be the aggregate of the amounts earned for all commissionable events. This may require allocation of list price or fair market value among Assets.**

68 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 above, an interest in all or any part of the Assets to another owner, except by divorce judgment.

69 ■ **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 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 financing and all consideration received by other selling or transferring parties, as the case may be.

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

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

## 77 **DISCLOSURE TO CLIENTS**

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

79 (a) The duty to provide brokerage services to you fairly and honestly.

80 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.

81 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.

82 (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. (See lines 302-304.)

83 (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 confidential information of other parties. (See lines 148-165.)

84 (f) The duty to safeguard trust funds and other property the firm and its agents holds.

85 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

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

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

88 (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 release the firm from this duty.

89 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.

90 (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 the agency agreement.

91 (d) The firm and its agents will negotiate for you, unless you release them from this duty.

92 (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 information or advice to other parties who are not the firm's clients, if giving the information or advice is contrary to your interests.

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

**MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

- 114
- 115 ■ 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.
- 116 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
- 117 representation relationship.
- 118 ■ 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
- 119 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
- 120 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
- 121 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
- 122 confidential information to another party unless required to do so by law.
- 123 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may authorize or reject a multiple representation
- 124 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
- 125 assist any client with information, opinions, and advice which may favor the interests of one client over any other client. Under this neutral approach,
- 126 the same agent may represent more than one client in a transaction.
- 127 ■ 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
- 128 the transaction.

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

- 129
- 130  The same firm may represent me and the other party as long as the same agent is not representing us both.
- 131 (multiple representation relationship with designated agency).
- 132  The same firm may represent me and the other party, but the firm must remain neutral regardless if one or more
- 133 different agents are involved. (multiple representation relationship without designated agency)
- 134  The same firm cannot represent both me and the other party in the same transaction. (I reject multiple
- 135 representation relationships)

136 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may modify this selection by**

137 **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**

138 **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**

139 **relationship you select with your firm you should ask your firm before signing the agency agreement.**

**SUBAGENCY**

140

141 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by providing brokerage

142 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

143 subagent firm will not, unless required by law, provide advice or opinions to other parties if doing so is contrary to your interests.

144 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage services, but if you need legal**

145 **advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.**

146 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

147 to you under section 452.133(2) of the Wisconsin statutes.

148 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to the Firm or its agents in

149 confidence, or any information obtained by the Firm and its agents that a reasonable person would want to be kept confidential, unless the

150 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

151 information confidential after the Firm is no longer providing brokerage services to you.

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

- 153 1) Material Adverse Facts, as defined in section 452.01(5g) of the Wisconsin statutes (see lines 302-304).
- 154 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
- 155 that is the subject of the transaction.

156 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

157 158-161). At a later time, you may also provide the Firm with other information you consider to be confidential.

158 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_

159 \_\_\_\_\_

160 \_\_\_\_\_

161 \_\_\_\_\_

162 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): \_\_\_\_\_

163 \_\_\_\_\_

164 \_\_\_\_\_

165 \_\_\_\_\_

166 **SELLER RESPONSIBILITIES** Seller agrees to hold the Firm and its agents harmless as to any losses suffered by them because of any breach of

167 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,

168 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

169 that there is a potential risk of injury, damage, loss or theft involving persons attending an individual showing of the Assets. Seller accepts  
170 responsibility for preparing the Assets to minimize the likelihood of personal injury, property damage, loss or theft. Seller agrees to hold the Firm and  
171 its agents harmless for any losses or liability resulting from personal injury, property damage, loss or theft occurring during the term of this listing,  
172 other than those caused by the negligence or intentional wrongdoing of the Firm or its agents. Seller acknowledges that showings may be conducted  
173 by licensees other than the Firm, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by agents of  
174 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  
175 unless otherwise provided for in additional provisions at lines 257-271 or in an addendum per line 344.

176 **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  
177 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  
178 complete disclosure report(s) pertaining to Assets other than Real Estate and Seller agrees to complete and provide such written report(s). Seller  
179 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  
180 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  
181 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  
182 interested parties and their agents inquiring about the Assets. Seller acknowledges that the Firm and its agents have a duty to disclose all Material  
183 Adverse Facts, as required by law.

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

185 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's marketing efforts and to provide  
186 the Firm with all records, documents and other material in Seller's possession or control which are required in connection with the sale. Seller  
187 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  
188 may include Internet advertising or a lockbox system on the Real Estate. Seller shall promptly refer all persons making inquiries concerning the  
189 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  
190 with whom Seller negotiates or who view the Assets with Seller during the term of this Listing.

191 **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  
192 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  
193 the Assets.

194 **DOCUMENTS AND RECORDS** Seller agrees to promptly deliver all financial, business or other records, documents or materials related to the  
195 Assets or transaction which are required in connection with the marketing or sale. **Seller warrants that all written documents and records given  
196 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  
197 harmless from loss or liability resulting from their use of these documents and records, including but not limited to, the payment of costs and  
198 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  
199 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,  
200 legal or tax counsel.

201 **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  
202 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  
203 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  
204 shall be extended for Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 225-232).

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

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

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

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

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

218 **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.  
219 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  
220 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  
221 requests and receives the earnest money as the total liquidated damages, then upon disbursement to Seller, the earnest money shall be paid first to  
222 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,  
223 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  
224 Firm shall not terminate this Listing.

225 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a material breach of contract  
 226 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  
 227 a mutual agreement to terminate the Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the  
 228 agent(s)' supervising broker. Seller and the Firm agree that any termination of this Listing by either party before the date stated on line 346 shall be  
 229 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 324-343 and effective by the Firm only if stated in  
 230 writing by the supervising broker and delivered to Seller in accordance with lines 324-343.

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

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

237 **NOTE: Wis. Stat. § 452.142 places a time limit on the commencement of legal actions arising out of this Listing.**

238 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a broker lien for commissions or compensation  
 239 earned but 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  
 240 Listing. "Commercial real estate" includes all real estate except (a) real property containing 8 or fewer dwelling units, (b) real property that is zoned for  
 241 residential purposes and that does not contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

242 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its agents will work and cooperate  
 243 with other firms and agents in marketing the Assets, including firms acting as subagents (other firms engaged by the Firm - see lines 140-143) and  
 244 firms representing buyers. Cooperation includes providing access to the Assets for showing purposes and presenting offers and other proposals  
 245 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  
 246 showings, and the specific terms of offers which should not be submitted to Seller: \_\_\_\_\_

247 \_\_\_\_\_  
 248 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Assets.**

249 **EXCLUSIONS** All persons who may acquire an interest in the Assets who are Protected Buyers under a prior listing contract are excluded from this  
 250 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  
 251 deliver to the Firm a written list of all such Protected Buyers.

252 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**  
 253 The following other buyers \_\_\_\_\_

254 \_\_\_\_\_ are excluded  
 255 from this Listing until \_\_\_\_\_ [INSERT DATE]. These other buyers are no longer excluded from this Listing after  
 256 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.

257 **ADDITIONAL PROVISIONS** \_\_\_\_\_  
 258 \_\_\_\_\_  
 259 \_\_\_\_\_  
 260 \_\_\_\_\_  
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 270 \_\_\_\_\_  
 271 \_\_\_\_\_

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

- 273 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:
  - 274 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
    - 275 1) Significantly and adversely affecting the value of the property;
    - 276 2) Significantly reducing the structural integrity of improvements to real estate; or
    - 277 3) Presenting a significant health risk to occupants of the property.
  - 278 (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  
 279 agreement made concerning the transaction.
- 280 ■ **BUSINESS PERSONAL PROPERTY:** "Business Personal Property" is defined as all tangible and intangible personal property and rights in  
 281 personal property owned by Seller and used in the Business, including, but not limited to, furniture, trade fixtures and equipment, tools used in  
 282 business, telephone numbers and listings if transferable, customer lists, trade names, intellectual property, Internet domain names, digital media,

283 digital marketing, databases, business records, supplies, leases, advance lease deposits, customer deposits, signs, all other personal property used  
 284 in the Business, and if transferable, all permits, special licenses and franchises, except those assets disposed of in the ordinary course of business  
 285 or as permitted by the offer.

286 **CAUTION: Identify on lines 32-34 Business Personal Property not included in the list price or not exclusively owned by Seller, such as**  
 287 **licensed or rented personal property, tenants' personal property and tenants' trade fixtures.**

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

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

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

300 **CAUTION: If an interest in real estate is included in the list price, identify on lines 32-34 Fixtures not included in the list price or not**  
 301 **exclusively owned by Seller, such as rented Fixtures.**

302 ■ **MATERIAL ADVERSE FACT:** "Material Adverse Fact" means an Adverse Fact that a party indicates is of such significance, or that is generally  
 303 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  
 304 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.

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

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

- 311 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Assets;
- 312 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential terms upon which the  
 313 buyer might acquire an interest in the Assets; or
- 314 3) Attends an individual showing of the Assets or communicates with agents of the Firm or cooperating firms regarding any potential terms upon  
 315 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  
 316 than three days after the earlier of expiration or termination (lines 225-232) of the Listing. The requirement in 3), to deliver the buyer's name to  
 317 Seller in writing, may be fulfilled as follows:
  - 318 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;
  - 319 or
  - 320 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  
 321 whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

322 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  
 323 acquires an interest in the Assets during the extension of listing period as noted on lines 201-204.

324 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents and written notices to a  
 325 party shall be effective only when accomplished by one of the methods specified at lines 326-343.

326 (1) **Personal Delivery:** giving the document or written notice personally to the party, or the party's recipient for delivery if named at line 327 or 328.

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

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

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

330 Seller: (\_\_\_\_\_) \_\_\_\_\_ Firm: (\_\_\_\_\_) \_\_\_\_\_

331  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service,  
 332 addressed either to the party, or to the party's recipient for delivery if named at line 327 or 328, for delivery to the party's delivery address at line 336  
 333 or 337.

334  (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  
 335 recipient for delivery if named at line 327 or 328, for delivery to the party's delivery address at line 336 or 337.

336 Delivery address for Seller: \_\_\_\_\_

337 Delivery address for Firm: \_\_\_\_\_

338  (5) **Email:** electronically transmitting the document or written notice to the party's email address, if given below at line 342 or 343. If this is a  
 339 consumer transaction where the property being leased or purchased or the proceeds are used primarily for personal, family or household purposes,  
 340 each consumer providing an email address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic  
 341 signatures in the transaction, as required by federal law.

342 Email address for Seller: \_\_\_\_\_

343 Email address for Firm: \_\_\_\_\_

344 **ADDENDA** The attached \_\_\_\_\_ is/are made part of this Listing.  
345 **TERM OF THE CONTRACT** From the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ up to the earlier of midnight of the  
346 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, or the conveyance of all Assets.

347 **WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds  
348 wired to a fraudulent account are often impossible to recover.  
  
349 Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender,  
350 title company, attorney or other source connected to your transaction. These communications are convincing and  
351 professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly  
352 forwarded to you by a legitimate source.  
  
353 DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number  
354 of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.  
  
355 **Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any**  
356 **wiring or money transfer instructions.**

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

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

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

363 \_\_\_\_\_  
364 Seller Entity Name (if any) ▲

365 (x) \_\_\_\_\_  
366 Authorized Signature ▲ Date ▲  
367 Print Name & Title ►

368 \_\_\_\_\_  
369 Seller Entity Name (if any) Print Name ▲

370 (x) \_\_\_\_\_  
371 Authorized Signature ▲ Date ▲  
372 Print Name & Title ►

373 (x) \_\_\_\_\_  
374 Seller's Signature ▲ Print Name ► Date ▲

375 (x) \_\_\_\_\_  
376 Seller's Signature ▲ Print Name ► Date ▲

377 (x) \_\_\_\_\_  
378 Seller's Signature ▲ Print Name ► Date ▲

379 (x) \_\_\_\_\_  
380 Seller's Signature ▲ Print Name ► Date ▲

381 \_\_\_\_\_  
382 Firm Name ▲

383 (x) \_\_\_\_\_  
384 Agent's Signature ▲ Print Name ► Date ▲