

BROKER AGREEMENT FOR THE SALE OF A BUSINESS TEMPLATE



In the Broker Agreement for the Sale of a Business a company interested in pursuing the sale of the Business gives a broker the sole and exclusive right to sell all the assets (equipment, property, stock, intellectual Property, contracts, etc.) to potential buyers. In the most important aspects of the **Contract**, such as term, broker’s fee, prospective law and jurisdiction, etc., a number of alternatives have been suggested in order that the most appropriate version may be chosen for the purposes of whoever writes up the Agreement (Company or Broker).

BROKER AGREEMENT FOR THE SALE OF A BUSINESS

DATE:

BETWEEN:

..... [company legal name] whose registered office is at
[address, city and country] and registration/fiscal number is (hereinafter referred to as “the Seller, “the Company” or “the Business”),

AND:

Alternative A [When the Broker is an individual and independent professional]

Mr./Ms., of legal age, [include professional qualification], Tax Identification Number....., registered address , acting on his/her own behalf (hereinafter, “the Broker”).

Alternative B [When the Broker is a company]

..... [company legal name] whose registered office is at
[address, city and country] and registration/fiscal number is (hereafter referred to as “the Broker”).

WHEREAS, the Seller is interested in pursuing the sale of the Business, and

WHEREAS, the Broker is in the business of listing and offering businesses for sale,

Both parties acknowledge each other’s right and ability to undertake the terms of the present Agreement and **AGREE AS FOLLOWS**,

1. EXCLUSIVITY

Alternative A. In consideration of the Broker accepting for sale and agreeing to provide its best efforts to culminate in the sale of Business, the Seller hereby gives Broker the sole and exclusive right to sell the business known as the Company.

Alternative A. In consideration of the Broker accepting for sale and agreeing to provide its best efforts to culminate in the sale of Business, the Seller hereby gives Broker the sole and exclusive right to sell the business known as the Company to buyers, whose either individuals or companies domicile or registered office is/are in [*insert country or countries*]

2. ASSETS OF THE BUSINESS

The Seller agrees that the sale of above-named Business shall include, but not be limited to, all assets of the Business, including but not limited to, fixtures, equipment, goodwill, trademarks, trade names, leasehold rights and inventory. Furthermore, depending on the formation of the Company, the sale shall include shares (Corporation), membership interests (Limited Liability Company) or any other ownership interests.

3. TITLES OF THE BUSINESS

The Seller acknowledges that has clear title to the Business and assets that are offered for sale. If real estate is in any way sold or transferred as a part of this transaction, both Seller and Broker agree to engage as necessary a licensed real estate broker or attorney for such purposes.

4. TERM OF THE AGREEMENT

Alternative A. The Term of this Agreement shall be for [*insert number of moths, usually 6*] months from the date of which it is signed. Either party may terminate this Agreement upon [*insert number of moths, usually 30*] days' written notice to the other party.

Alternative B. The Term of this Agreement shall be for [*insert number of moths, usually 6*] months from the date of which it is signed. Either party may terminate this Agreement upon [*insert number of moths, usually 30*] calendar days' written notice to the other party. In the event of termination by the Seller, Seller shall reimburse Broker for out of expenses in an amount up to [*insert amount and currency*] upon receipt of invoices for such from Broker. In the event of termination, Clauses 6, 7, 8, 9 and 10 in this Agreement shall survive such termination.

5. PRICE AND DOWN PAYMENT

The Seller's desired purchase price is (.....) [*insert amount and currency in capital letters and numbers*] and desired down payment is (.....) [*insert amount and currency in capital letters and numbers*].

6. PURCHASE PRICE

“Purchase Price” is defined as the total consideration paid for the Business and its assets, including, but not limited to, cash; cash equivalents; receivables, real property, equipment, intellectual property, consulting or management agreements.

7. BROKER’S FEE

Alternative A. The Seller agrees to pay Broker a fee of [*insert in capital letters*] PERCENT (.....%) [*insert in numbers*] of the Business’ purchase price, upon any disposition of the Business.

Alternative A. The Seller agrees to pay Broker as fees a [*insert in capital letters*] PERCENT (.....%) [*insert in numbers*] of the Business’ purchase price or the amount of [*insert amount and currency in capital letters and numbers*] whichever is greater, upon any disposition of the Business.

.....

This is a sample of the Broker Agreement for the Sale of a Business.

To get more information about this contract click here:



[BROKER AGREEMENT FOR THE SALE OF A BUSINESS](#)

USER GUIDE

Contracts drafted by the legal experts of Global Negotiator cover all relevant aspects that are negotiated and agreed in the different types of business between companies. However, when these contracts are used you should take into account some recommendations common to all of them that are described in this User Guide.

DATE

The date when the contract comes into force is the one that appears in its header, as mentioned in the final paragraphs of the contract, before signatures (This Contract comes into force on the date written above).

In some contracts -for example in the Supply Contract- the date of coming into force is also mentioned in one of the clauses. In these cases, you have to verify that the two dates inserted in the contract (in the heading and in the corresponding clause) are the same, in order to avoid discrepancies.

PARTIES

Be sure to insert in the first page of the contract the full details of the Parties:

- When a Party is a company you must insert the following information: legal name, legal form (limited, incorporated, etc.), full address, registration data and fiscal identification number.
- When a Party is an individual that works as independent professional (for example a commercial agent) you must insert the following information: full name, profession, full address and fiscal identification number.

CLAUSES

Clauses with different alternatives: choose the most favorable

In the most important clauses of each contract (exclusivity, payment terms, applicable law and competent jurisdiction, etc.) several drafting alternatives are proposed so you can choose the most appropriate to each situation. Therefore, the user before submitting the contract to the other Party must choose the alternatives that seem best suited to their interests, and eliminate the rest.

Clauses with blank spaces to be completed

In several clauses of the contract blank spaces appear with dots (.....) that the user has to complete inserting text. Following the dots, between brackets, you will see the data and explanations to insert the text.

- When the text between brackets is in normal letters (the same as the contract) and separated by "," or the word "o", the user must insert one of the options suggested.

Example of blank space (.....) with options to select between brackets:

Orders handled before completion of the present Contract which produce sales transactions within [1, 2, 3, 6] months shall entitle the Agent to receive the corresponding commission. In this case the user must choose between options 1, 2, 3 or 6 months and insert one in the blank space (.....).

- When the text between brackets is in italics the user has to insert the data and information requested and eliminate the bracketed text.

Example of blank space - (.....) to insert text:

Both parties, by mutual consent, resolve to refer any dispute to the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The place of arbitration shall be [*city and country*]. In this case the user must insert in the blank space (.....) the city and country chosen to conduct the arbitration and afterwards eliminate the bracketed text [*city and country*].

Notices Clause

Sometimes it may happen that the official address of the Parties which appear at the beginning of the contract is different from which is to be used for communications between the Parties during the terms of the contract. In this case the user should include at the end of the contract a Notices Clause.

Example of Notices Clause:

Notices. - In order to comply with their contractual obligations, the Parties establish the following address for the provision of notices related to this contract:

- Party 1 [*insert full address*].
- Party 2 [*insert full address*].

ANNEXES

The contracts incorporate some Annexes, each of them, referenced to the corresponding Clause. Annexes are drafted in commonly used formats, although the user must adapt these formats and the text inserted in them to each particular situation.

SIGNATURES

People who sign

Persons signing the contract on behalf of the company must have the authority to do so and preferably, be entitled on the basis of a power of attorney. Below the signature, in addition to the full name of the person that signs his/her position must be inserted. When one of the Parties who signs is a natural person (for example a commercial agent in an Agency Contract) obviously he or she is the person that has to sign the contract.

The laws of some countries require that contracts, to be valid, shall be signed in front of witnesses or a public notary. Therefore, before signing a contract you should be informed about the requirements that may exist in each country.

Place and date of signature

Usually, contracts are signed by both Parties on the same date and place. Nevertheless, in international contracts, due to physical distance, it is common that each of the Parties sign in different dates and places. This contract provides for both alternatives, so it comes to choosing the most appropriate to each situation.

Number of copies

Usually, the Parties sign two copies of the contract, each Party retaining one of them, but can also arise the need to sign more copies. In this case all you have to do is mention explicitly the number of copies to be signed in the paragraph that is included at the end of the contract (Both Parties declare their conformity to the present contract, which is signed in copies, each of which shall be considered an original).

GENERAL RECOMMENDATIONS

The Parties must sign all pages of the contract, including Annexes, so they are also valid. It is better to use ball point or pen (not pencil) in a color other than black (e.g.: blue); this makes it easier to distinguish an original document from a photocopy.

It is preferable (although no mandatory) to express sums of money and percentages in words and figures. Of course, the words and figures for a given amount must match exactly. You also must insert the currency in which the amounts are expressed. It is advisable to use the rules establish by ISO that name each currency by three capital letters (EUR for euro, USD for dollar, GBP for sterling pound, JPY for Japanese yen, etc. - you can get the acronyms of every currency in the website www.oanda.com).

Once you have chosen the best alternatives of each clause and have completed the blank spaces you should revise the whole contract to remove remaining paragraphs and correct any errors.

LEGAL WARNING

Depending upon your particular situation this contract might not meet your needs and requirements. In case of doubt, you should consult a legal advisor.

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BUSINESS CONTRACTS & AGREEMENTS TEMPLATES

BUSINESS CONTRACTS

- Strategic Alliance Agreement
- Joint Venture Agreement
- Manufacturing Contract
- Supply Contract
- Service Provider Contract
- Consulting Services Contract

COMMERCIAL CONTRACTS

- Exclusive Distribution Contract
- Commercial Agency Contract
- Sales Representative Agreement
- Sales Commission Contract
- Real State Agent Agreement

LICENSE & FRANCHISE CONTRACTS

- Trademark License Agreement
- Technology Transfer Agreement
- Software License Agreement
- Franchise Contract
- Master Franchise Contract

CONFIDENTIALITY CONTRACTS

- Confidentiality Contract between Companies
- Confidentiality Contract for Product or Business Idea
- Confidentiality Contract for Employees
- Confidentiality Contract for Consultants and Contractors

SHAREHOLDERS & INVESTORS AGREEMENTS

- Shareholders Agreement for a New Company
- Investors Agreement
- Business Plan for Investors
- Business Proposal for Investors

BUSINESS SALE AND PURCHASE AGREEMENTS

- Business Sale and Purchase Agreement
- Share Sale and Purchase Agreement
- Broker Agreement for the Sale of a Business
- Broker Agreement for the Sale of Shares
- Confidentiality Agreement for Selling a Business
- Disclosure Letter for Selling a Business
- Letter of Intent to Purchase a Business
- Due Diligence Report
- Due Diligence Checklist
- Legal Due Diligence

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