



REPRESENTATION AGREEMENT

Date: _____

Business Type _____
 Business Name _____
 Phone _____ Fax _____
 Address _____
 City/State _____ ZIP _____
 Business Web Site _____
 Seller(s) _____

Proprietorship Partnership C' Corp S' Corp LLC

Owner or Authorized Signe _____
 Home Address _____
 City/State _____ ZIP _____
 Phone _____

ALL PARTNERS, SHAREHOLDERS OR MEMBERS

Name	Number Of Shares of % of Ownership	Phone Number
_____	_____	Phone _____ Email _____
_____	_____	Phone _____ Email _____
_____	_____	Phone _____ Email _____
_____	_____	Phone _____ Email _____
_____	_____	Phone _____ Email _____
Total % of Ownership		_____

Contact Person _____ Phone _____

Reason For Selling _____

All assets of the Business are included except _____

Remarks/Additional Terms _____

THE UNDERSIGNED ACCEPTS THIS AGREEMENT, ACKNOWLEDGES READING AND UNDERSTANDING THE TERMS AND CONDITIONS ABOVE AND THOSE ON THE BACK OF THIS FORM (PAGE 2) WHICH ARE FULLY INCORPORATED AS PART OF THIS AGREEMENT, EXECUTES THIS AGREEMENT ON BEHALF OF SELLER AND PERSONALLY GUARANTEES ITS PERFORMANCE.

Seller _____ Date _____ Seller _____ Date _____
 Seller _____ Date _____ Seller _____ Date _____
 Broker's Agent _____ Date _____ Seller _____ Date _____

Asking Price Payable as follows:
 Down Payment \$ _____
 Total Liabilities to be Assumed (see Below).... \$ _____
 Total Third Party Financing _____
 Balance-Note to Seller..... \$ _____
 Total Purchase Price..... \$ _____
 Note to Seller payable over _____ months at _____ % interest for
 per month principal and interest. Note to be secured by
 assets of business subordinate to any third party financing.

Seller will not compete against buyer for _____ years from close of escrow within
 1) a _____ mile radius of the present location of the business, or 2) within the
 counties of _____

Seller will provide training for _____ weeks at _____ hours per week following
 close of escrow included in the purchase price.

Broker Rogerson Business Services Agent Andrew Rogerson

Representation Agreement Termination Date _____

Broker's Fee: _____ % on Business; _____ % on Real Estate
 Minimum Broker's Fee \$ _____

Broker's Fee is calculated on Total Purchase Price as defined in Paragraph 3 below.

ASSETS INCLUDED IN THE ASKING PRICE

Cash	\$ _____
Inventory (valued at Cost)	\$ _____
Accounts Receivable	\$ _____
Prepaid Expenses	\$ _____
Real Estate.....	_____
Other Assets	\$ _____
TOTAL ASSETS INCLUDED	\$ _____

LIABILITIES ASSUMED AS PARTIAL PAYMENT OF THE ASKING PRICE

CURRENT LIABILITIES

Accounts Payable	\$ _____
Accrued Expenses	\$ _____
Accrued Taxes	\$ _____
Other Current Liabilities	\$ _____
TOTAL CURRENT LIABILITIES	\$ _____

LONG TERM LIABILITIES

Bank Credit Line	\$ _____
Equipment Capital Lease	\$ _____
Term Loan	\$ _____
Other Long Term Liabilities	\$ _____
TOTAL LONG TERM LIABILITIES	\$ _____
TOTAL LIABILITIES ASSUMED	\$ _____



Representation Agreement

Date: _____

1. Seller grants Broker the sole and exclusive right to dispose of the Business beginning immediately and ending at 11:59 p.m. on the termination date (the "Exclusive Period") on the terms on page one or on any other terms to which Seller consents. Seller agrees to pay Broker the Minimum Broker's Fee or the percentage listed on page one of the Purchase Price, whichever is greater, upon any disposition of the Business. Broker agrees to make reasonable efforts to sell the Business.
2. As used in this Agreement, "Disposition" of the Business includes the sale, merger, lease, trade, exchange or transfer of all or any part of, or interest in the Business except for assets sold in the ordinary course of business. Disposition also includes the sale of all or any part or interest in the Seller's real property associated with the Business. The definition includes, without limitation, the transfer or sale of some or all of the stock of a corporation. If the sale is of an ownership interest (e.g. corporate stock, partnership shares or LLC member interest), "Seller" means the owner of that interest.
3. For purposes of this Agreement, the "Purchase Price" is defined as the total consideration paid, directly or indirectly, for the Business or its assets including but not limited to cash, cash equivalents; notes made to Sellers or successor beneficiaries; liabilities assumed by buyers; real property, equipment, or intellectual property sold, licensed, optioned or leased; non-competition, employment, consulting or management agreements; the expected value of earn-outs, royalties or any other contingent payments; and stock or other securities received in exchange for Seller's stock or assets.
4. Seller agrees that the Broker's Fee shall be paid by Seller upon any Disposition of the Business whether made by Broker, Seller or anyone else during the term of this Agreement and any extension. To the extent of the Broker's Fee, Seller hereby irrevocably assigns to Broker any sales proceeds and makes Broker a party to any escrow.
5. Within 10 business days, Seller will provide the Broker the following: a) complete lists of all equipment and other assets to be included or excluded in the sale; b) profit and loss statements, balance sheets and tax returns of the Business covering the last three years; c) the most recent interim profit and loss statement, balance sheet and sales tax returns; d) real and personal property leases; e) a completed Seller's Disclosure Statement; f) copies of all patents, licenses, loan documents, contracts or agreements of whatever form; g) all agreements relating to employee benefits; h) any environmental reports; and i) copies of all other documents needed to present a fair and accurate description of the Business to prospective buyers. Seller will provide monthly updates of each such document during the period of this agreement where any material change has occurred. Seller consents to Broker publishing, advertising or distributing information about the Business to prospective purchasers and to cooperating Brokers, and contracting landlords and any others regarding any of the information about the Business. Seller understands and agrees that Broker may act as a dual agent representing both buyer and Seller.
6. Seller represents and warrants that Seller is now and will remain in full compliance with all local, state and federal laws, rules and regulations regarding the operation and sale of a business of the type described on page one and that such compliance will not be affected by any transfer of the Business.
7. Seller warrants that a) all information relating to the Business which has been or will be provided to the Broker or prospective buyers by the Seller or Seller's agent is complete and accurate, b) Seller has disclosed all material facts relating to the Business which might reasonably influence a buyer's decision to purchase and the amount a buyer is willing to pay, and c) Broker may rely upon the accuracy of any such information without independent investigation. Seller agrees to promptly notify Broker of any material changes which might affect the operation or value of the business.
8. Seller will protect, indemnify, defend and hold harmless Broker against any claims, including any damages, liabilities, costs and attorney fees resulting from Broker's communication of any information relevant to the Business provided or approved by Seller.
9. Seller agrees to transfer all leases and other contracts under which the business assets are held and to obtain any necessary third party consents. Seller acknowledges that Seller may remain liable on such agreements after transfer, unless released by Lessor or other contracting party.
10. Seller will be responsible to Broker for any fee lost by Broker resulting from any material misrepresentation or omissions by Seller of any information relevant to the Business or its transferability.

11. Seller agrees that Broker shall be immediately entitled to the Broker's Fee percentage of the Asking Price or the Minimum Broker's Fee stated on page one, whichever is greater, and that Broker shall be released from any further duties and obligations under this agreement, if Seller, during the exclusive period, a) attempts to cancel this agreement or withdraw the Business from sale, b) refuses or is unable to comply with the Agreement terms for any reason, thereby preventing Disposition of the Business upon the terms set forth on page one or any other terms accepted by Seller or c) enters into a contract for Disposition of the Business, accepts a deposit, opens an escrow or records notice of intent to sell the business without the written consent of the Broker regardless of the amount, terms and conditions accepted by the Seller. The cancellation or rescission of any of the foregoing shall not act as a release of the Seller from liability for the Broker's Fee. If any deposit is relinquished by a prospective Buyer, the Broker shall be entitled to it up to the amount of the Broker's Fee with any balance to be paid to the Seller.
12. Seller agrees to refer to Broker any prospective buyer with whom he has or has had discussions regarding the sale of the Business during or prior to the exclusive period.
13. Seller warrants that there are no other representation or sales agreements in force relating to the Business.
14. Seller agrees to immediately pay the fee to the Broker if the Business is disposed of within twenty-four months from the Termination Date of this Agreement to any person or entity referred to the Business by the Broker, or to whom Broker or Seller furnished information regarding the Business during the exclusive period.
15. Seller agrees that the Brokers' Fee shall be immediately due and payable on the Purchase Price as that term is defined above at the percentage listed on page one if, during the Exclusive Period or within twenty four months of the termination of this Agreement, a buyer introduced by Broker buys any other business or real property in which the Seller or Seller's principals has an interest.
16. Broker is authorized to accept and hold on Seller's behalf a deposit toward the purchase price.
17. Seller acknowledges that Broker makes no representation as to the creditworthiness of any buyer or the content of any credit report and that the decision to extend credit to a buyer is solely the decision of the Seller. Broker will not verify any representations made by buyer as to his creditworthiness, business experience or financial condition. Broker shall not be required to furnish credit reports on any buyer. Seller agrees to look only to buyer for relief and to indemnify, defend and hold Broker harmless in connection with any damage caused Seller.
18. All parties to the Agreement shall mediate any dispute or claim between them arising out of this Agreement or any resulting relationship or transaction between such parties. The mediation shall be held prior to any court action or arbitration. The mediation shall be confidential and in accordance with applicable sections of the California Evidence Code. In the event the parties are not able to agree on a mediator within thirty (30) days of the first party seeking mediation, the presiding judge of the Superior Court of the county in which venue would be for the filing of a complaint for relief in such dispute shall have jurisdiction to appoint a mediator. In the event the mediator determines that a second mediator is necessary, it shall be conducted in accordance with this paragraph. Should any party attempt an arbitration of a court action before attempting to mediate, that party or parties shall not be entitled to attorney fees that might be otherwise available to them in a court action or arbitration and the party who is determined by the arbitrator or judge to have resisted mediation may be sanctioned by the arbitrator or judge. Mediation fees, if any, shall be divided equally by the parties to the dispute.
19. Seller agrees that after the closing, Broker may advertise its role in the sale of the Business.
20. This is the entire Agreement of the parties. Any changes to this Agreement must be in writing and signed by all parties.
21. This Agreement shall be governed by the laws of the State of California. If legal action or arbitration is instituted to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees. The venue shall be the county in which the Business is located.
22. If Seller is a partnership, corporation, LLC or other entity, the person signing on behalf of such entity represents and warrants that he/she has the authority to enter into this Agreement on behalf of said entity and its owners.
23. Seller and signer on behalf of corporation or other such entity acknowledge having received, read and understood a fully completed copy of this Agreement.

Seller specifically authorizes Broker to use his best professional judgment in preserving all aspects of confidentiality of the proprietary information concerning the Business and Seller. This authority includes, but is not limited to, Broker using sole discretion to disseminate information, cooperate with other Brokers and, qualify Buyer Prospects.

THIS FORM HAS BEEN APPROVED IN PART BY THE CALIFORNIA ASSOCIATION OF BUSINESS BROKERS (CABB). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. THE BROKER IS NOT QUALIFIED TO GIVE LEGAL OR TAX ADVICE. FOR SUCH ADVICE, SELLER SHOULD CONSULT AN APPROPRIATE PROFESSIONAL.

BUSINESS NAME: _____ Initials _____ Initials _____ Initials _____ Initials _____