



## SELLER MARKETING AGREEMENT

**Exclusive** Seller gives Atlanta Restaurant Brokers ("ARB") the exclusive right to offer for sale or other disposition the assets and inventory of the business ("business") listed on the reverse side hereof and/or the capital stock of any corporation which owns all or part of the business, at the price listed or at such price and on such terms as are acceptable to seller. This agreement will continue for a period of 90 days, and will be automatically extended thereafter for like periods until the business is sold, but this agreement may be terminated by seller at any time by providing ARB with 30 days' written notice of termination.

**Termination** If this agreement is terminated by seller before the business is sold, then ARB, at its option, may provide to seller within 15 days following the effective date of termination a marketing list of the prospective purchasers and brokers to and/or through whom ARB marketed the business during the term of this agreement. Regardless whether a written list is provided to seller, in the event seller sells the business through any such broker or to any such purchaser or purchaser's affiliated or related party or entity who buys, leases, manages, invests in, lends to, is employed by, or otherwise comes into possession or constructive control of the business during the term of this agreement or within two years following the effective date of termination of this agreement, then seller agrees to pay the earned commission to ARB.

**Commission** Seller will pay to ARB the earned commission upon ARB producing a purchaser ready, willing, and able to purchase the business for the price set forth in this agreement or on such terms as are acceptable to seller, upon the sale of the business by the seller to or through any affiliated or related party or entity who directly contacted seller during the term of this agreement, or upon the sale of the business by seller to or through any party contacted by ARB during the term of this agreement. Seller and ARB will equally share any forfeited earnest money. The commission paid by the seller will be determined by the aggregate value for which the assets, inventory, and capital stock of any corporation which owns all or part of the business are sold, plus all liabilities of the business assumed or accepted by purchaser.

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**BUSINESS:** \_\_\_\_\_

**PRICE/TERMS:** \_\_\_\_\_

ARB's suggested asking price is the **average** of 1) 1/3 of annual reported sales, and 2) 3 times annual reported owner/operator's discretionary income; with 1/3 down.

### COMMISSION:

(Seller initial one)

**A** \_\_\_\_\_ **10% \$8,000 minimum**

**B** \_\_\_\_\_ **8% \$6,000 minimum**

Seller contributes \$40 per week toward Atlanta Journal-Constitution Sunday classified advertising, which contribution will be reimbursed to seller at closing.

#### Seller must provide the following:

- Lease
- P&L's
- Sales Tax
- Menu
- Equipment List
- Space Layout
- Survey/Seating Chart
- A/R Paragraph
- Other \_\_\_\_\_

**Seller Name / Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State & Zip:** \_\_\_\_\_

**Tel:** \_\_\_\_\_

**Tel/Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

AMEX       VISA       M/C       Check (6x)

Account No. \_\_\_\_\_

Exp. Date \_\_\_\_\_

Cardholder Name \_\_\_\_\_

This Seller Marketing Agreement is agreed and accepted this \_\_\_\_\_.  
The undersigned seller represents and warrants that s/he has the authority to enter into this agreement.  
The undersigned seller further represents that s/he is not currently exclusively represented by any other broker.

\_\_\_\_\_  
(Seller Initial)

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Broker Signature