

**COOPERATING BROKER AGREEMENT**



BUSINESS NAME: \_\_\_\_\_

LISTING BROKER: PROFIT WISDOM CORP AGENT: SAM MALDONADO, VP  
COOPERATING BROKER: \_\_\_\_\_ AGENT: \_\_\_\_\_

BUYER (S) \_\_\_\_\_

**RECITALS:**

1.1. The “Listing Broker” identified above has entered into a “Representation Agreement” (“the Agreement”) with the owner(s) of the Business named above (“the Business”), which Agreement grants to the Listing Broker the exclusive right to market and sell the Business. In consideration of the Agreement, the owner(s) of the Business have agreed to pay a “Broker’s Fee” equal to \_\_\_% of the sale price of the Business To the Listing Broker upon the sale of the Business, and have further agreed to pay the said fee if the Business is sold to identified parties during a period of time following the expiration date of the Agreement (“the Safety Clause Period”).

1.2. The Agreement authorizes the Listing Broker to cooperate with other legally qualified brokers in the marketing of the Business, and to share the Broker’s Fee with another broker who may procure a buyer.

1.3. Both the Listing Broker and the “Cooperating Broker” named above are brokers licensed or otherwise legally qualified to market and sell the Business, and to be paid a commission therefore, in their respective states.

**AGREEMENT:**

2.1. The Recitals above are warranted to be true, and are material to each of the parties hereto in entering into this Agreement.

2.2. The Listing Broker agrees to pay the Cooperating Broker \_\_\_\_\_% of the Broker’s Fee indicated in Section 1.1 above if such Broker’s Fee is paid to the Listing Broker on account of any contract entered into between the owner(s) of the Business and any Buyer(s) identified above.

2.3. Upon execution of this Agreement by both parties, the Listing Broker shall provide the Cooperating Broker with confidential information concerning the Business. The Cooperating Broker shall not reveal any such information, nor the identity of the Business, to the Buyer(s), without first having obtained and delivered to the Listing Broker a written confidentiality agreement from such party, in a form to be provided or approved by the Listing Broker. Thereafter, during the period of this Agreement, the Listing Broker shall, upon request, provide the Cooperating Broker with all information relating to the Business and known or available to the Listing Broker which might reasonably affect decisions of the Cooperating Broker or the Buyer.

2.4. The Cooperating Broker agrees to conduct all communications with, to or from the Business, exclusively through the Listing Broker. This includes, but is not limited to, any and all scheduling for showing(s) of the Business, obtaining financial or other information regarding the Business, and the making or presentation of any offer(s) to purchase the Business.

2.5. Each party hereto agrees to share, in the same proportion as the commission is to be shared, all legal and related expenses of collection of any Broker’s Fee due by reason of the Agreement. If either party declines to pay said proportionate share of legal expenses when due, such party shall be deemed to have assigned to the other party all right, title and interest in and to any Broker’s Fee which may be ultimately collected on account of the Agreement.

2.6 Agents shall act in good faith to avoid disclosure of information to, or communicate with, any other broker or agent, whether or not affiliated or associated in any manner with the said Agents, in any way that would serve to circumvent or evade the intent of this paragraph. The parties hereto specifically acknowledge that the covenant of good faith and fair dealing shall apply to this Agreement.

**GENERAL PROVISIONS:**

3.1 This Agreement shall apply to all officers, employees, and agents employed by, affiliated with, or operating under the name of the Listing Broker and/or the Cooperating Broker.

3.2. The Cooperating Broker shall not assign this Agreement or any rights or duties hereunder to any party, without the written consent of the Listing Broker. Any such attempted assignment shall render this Agreement void and unenforceable.

3.3. The Listing Broker makes no representations or warranties, expressed or implied, as to the accuracy or completeness of any information regarding the Business which may be provided to the Cooperating Broker or Buyer(s) pursuant to this Agreement. The Cooperating Broker agrees not to alter, modify, or otherwise change any information regarding the Business which may be provided by the Listing Broker and/or the owner(s) of the Business, in communicating such information to the Buyer(s).

3.4. The Cooperating Broker makes no representations or warranties, expressed or implied, as to the accuracy or completeness of any information provided to the Listing Broker or to the owner(s) of the Business regarding the Buyer(s).

3.5. Listing Broker and Cooperating Broker shall resolve any dispute arising out of this Agreement or in any way related to it by such means and procedures as may be in effect by the Laws of New York State at the time any such dispute shall arise. If for any reason no such process is in effect or is unavailable to the parties through the Laws of New York State, the parties agree to 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 New York 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 lie 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 mediation is necessary, it shall be conducted in accordance with this paragraph. Should either party attempt an arbitration or a court action before attempting to mediate, that party shall not be entitled to attorney fees that might be otherwise available to it 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 between Listing Broker and Cooperating Broker.

3.6. The entire agreement of the parties relating to the sale of the Business Assets is set forth in this Agreement and can only be modified in writing signed by the parties. There are no other representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. This Agreement shall bind and benefit the parties and their legal successors and shall supersede any prior written or oral agreements. This Agreement may be signed in counterparts and faxed and electronic signatures may be considered as originals. In any action, proceeding or arbitration between Listing Broker and Cooperating Broker arising out of this Agreement, including any proceeding through the Laws of New York State, the prevailing party shall be entitled to reasonable attorney's fees and costs, except as provided in Section 3.5.

Each of the parties hereto accepts this Agreement and agrees to be bound by the terms hereof effective as of the date below.

EXECUTED at Staten Island, New York, on \_\_\_\_\_, 20\_\_\_\_

**LISTING BROKER**

**COOPERATING BROKER**

PROFIT WISDOM CORP  
 (Broker's Business Name)

\_\_\_\_\_  
 (Broker's Business Name)

by \_\_\_\_\_  
 (Signature)

by \_\_\_\_\_  
 (Signature)

SAM MALDONADO  
 (Printed Name)

\_\_\_\_\_  
 (Printed Name)

Vice-President  
 (Title)

\_\_\_\_\_  
 (Title)