



FREEDOM BUSINESS AGENTS

BROKER TO BROKER COOPERATION AGREEMENT

The undersigned Brokers hereinafter referred to as Listing Broker and Selling Broker, desire to cooperate in the sale of the business and/or property known as:

Name of Business Address City, State Zip

Agree as follows:

- 1. Selling Broker agrees to submit all offers to Listing Broker, and agrees further that he/she shall not present any offers directly to the Owner without Listing Broker's prior written consent. Listing Broker agrees to present to the Owner any reasonable offer, which Selling Broker shall obtain. The selling Broker agrees that before the opening of escrow, the offer shall be transmitted onto Listing Brokers Offer to Purchase form and executed by the appropriate parties
- 2. In the even a sale, exchange or lease of the above business is made to an offeror produced by Selling Broker, Listing Broker agrees, upon completion of the transaction, to pay to the Selling Broker _____% of the total brokerage fee received. Listing Broker may, in his sole discretion, modify his agreement with the Owner with respect to the brokerage fee payable and such modification shall be binding upon Selling Broker.
- 3. Selling Broker agrees to use courtesy and consideration for the Owner in showing the above business and to follow the Listing Broker's instructions for showing the business.
- 4. Selling Broker shall not solicit offers for the business through written advertisements.
- 5. Selling Broker shall not accept an authorization from the Owner to sell, exchange or lease said business within twelve (12) months from this date.
- 6. Listing Broker shall appoint Escrow Company.
- 7. Any dispute or controversy arising from this agreement, or its alleged breach, shall be submitted to arbitration under the auspices of the American Arbitration Association using the Commercial Arbitration Rules of the American Arbitration Association, including all discovery rules. Once Demand for Arbitration has been submitted to the American Arbitration Association, the arbitration hearing shall commence within thirty (30) days thereof, or as soon, thereafter, as practicable. The arbitration hearing shall take place in Orange County, California. The prevailing party shall be entitled to recover actual costs and attorney's fees and such recovery shall be part of the arbitrator's award. The arbitrator's award shall be binding and final and may be confirmed as a judgment in any court of competent jurisdiction.
- 8. **Broker:** Be advised if you do not list your client's name, you do not have co-op commission protection. We will not co-op if we were the procuring cause and registered your buyer to a signed confidentiality agreement prior to you contacting us.

Selling Broker's Client

Selling Broker

Name

Address

City

Company Name

Address City Zip

Phone Number Fax Number

Listing Broker
FREEDOM BUSINESS AGENTS
2102 Business Center Drive, Irvine, CA 92612
Tel: 949 395 4897 Fax: 866 615 0418

Broker's Name

Broker's Signature Date

Freedom Agent

Agent's Signature Date