



**EXCLUSIVE LISTING AGREEMENT
SALE OF LEASE OF REAL PROPERTY AND BUSINESS**

This agreement is made on the ____ day of _____, _____ between **BCV COMMERCIAL REALTY LLC** (“Broker”) and _____ (“Owners”)

Owners(S) hereby grants Broker the exclusive right to sell the real property (the “**Property**”) described on **EXHIBIT A** and the Business and Business Assets (the “**Business**”) as described on **EXHIBIT A-1** hereof for the sale price or rental amount and upon such other terms as are specified, or for such lesser price or upon such other terms or conditions as Owners may accept. This agency is subject to the following terms and conditions:

1. **Term** - This exclusive listing agreement shall continue for a period of twelve (12) months from the date hereof, unless another term is specifically defined in writing herein. This Agreement may be cancelled at any time after six (6) months from the date hereof upon thirty (30) days written notification given by either party.

2. **Duties of Owners and Broker** - During the term of this Agreement, Owners shall refer to Broker any and all inquiries received prior to, as well as from the date of this Agreement, with respect to or concerning the Property and/ or Business, together with the name and address of each person or entity making such inquiry. Broker shall investigate each such inquiry as well as other inquiries or offers received by or directed to Broker. Any inquiry so investigated, regardless of the source or referral that develops into a customer of the Property and Business shall be deemed to have been procured by Broker pursuant to the terms of this Agreement.

3. **Commissions** - Owners agrees to pay Broker a commission for services rendered (i) if during the term of this Agreement or any extension thereof, the Property is sold, leased or exchanged directly by Owners or through Broker or others to any person or entity whatsoever, (ii) if during the term of this Agreement or any extension thereof, Broker procures a person or entity to purchase, lease or exchange the Property and/or Business at this listing price on the reverse side hereof, or at such other price or rental as may be accepted by Owners or as agreed upon in writing by Owners and Broker; or (iii) if the Property or Business is sold, leased or exchanged within twelve (12) months after the expiration or termination of this Agreement to anyone who inspected or made inquiry to the Broker, the Owners or any other Broker about the Property or Business or negotiated to purchase, lease or exchange the Property or Business during the term of this Agreement or any extension thereof. In the event of a sale, lease or exchange the commission shall be paid in accordance with the provisions and amounts set forth in **EXHIBIT B**. The commission is earned when contract is executed and is payable at settlement. In the event of a management contract, commission is payable at execution.

4. **Miscellaneous** - Owners represents that it is the Owners of the Property and Business and has full right, power and authority to sell the same. Owners hereby agrees that the amount of the commission payable to Broker hereunder shall constitute a lien upon the Property and/or Business and the proceeds of any sale, lease or exchange. Broker shall not be responsible for the care of physical condition of the Property or Business. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties. As used in this Agreement, the term “sell” includes an exchange of the Property and the granting of an option to purchase the Property and/or Business. Owners agrees to hold Broker harmless from all claims and demands, including reasonable attorney’s fees, incurred or arising from any incorrect information supplied by Owners or from any material fact known by Owners concerning the Property and/or Business and not disclosed to Broker. In the event that Seller fails to pay to Broker the commission provided for herein in full on or before the date due, Seller shall also be liable to Broker for interest on the unpaid commission at a rate of 1 ½ % per month and for attorney’s fees and expenses for collection of the commission in the amount of the greater of (i) 20% of the commission due or (ii) the attorneys fees and expenses actually incurred. In the event of a default by Buyer which results in forfeiture of any deposit received on a contract of sale, the commission due to Broker shall be fifty percent (50%) of the amount forfeited, but in no event shall the commission exceed an amount equal to the full commission specified herein.

PROPERTY OWNER(S):

BROKER: BCV Commercial Realty, LLC.

By: _____ (SEAL)

By: _____ (SEAL)

BUSINESS OWNER(S):

By: _____ (SEAL)

*** By signing above, you are agreeing to be personally obligated for the performance of all terms herein, including but not limited to the obligation to pay the commission due.**

EXHIBIT A
PROPERTY INFORMATION

ADDRESS: _____ CITY: _____ ZIP: _____

COUNTY: _____

TAX MAP NUMBER: _____ PARCEL: _____ GRID: _____

DIRECTIONS: _____

LAND

ACREAGE _____ (_____ SF) ZONING _____

IMPROVEMENTS

BUILDING

FREESTANDING: _____ (SF) INLINE SPACE _____ PAD SITE: _____

TOTAL SQUARE FOOTAGE: _____ (SF) SQUARE FOOTAGE AVAILABLE: _____

NAMES AND ADDRESSES OF OWNERS (Notices)

NAME: _____

ADDRESS: _____ CITY: _____ ZIP: _____ COUNTY: _____

NAMES AND ADDRESSES OF BROKER (Notices)

NAME: BCV Commercial Realty LLC ADDRESS: 1301 York Road, Suite #400

CITY: Lutherville ZIP: 21093 COUNTY: Baltimore

SALES PROPERTY & BUSINESS TOTAL: \$ _____

PROPERTY PRICE: \$ _____ BUSINESS PRICE: \$ _____ TERMS: _____

LEASE

PRICE: _____ per SF ADDITIONAL RENT: _____ per SF TERM REQUESTED: _____

PARKING: _____ TI ALLOWANCE _____ GROUND RENT: _____

OTHER INFORMATION

BCV LISTING AGENT: _____ MD REAL ESTATE LICENSE: # _____

_____ MD REAL ESTATE LICENSE: # _____

EXHIBIT A-1
BUSINESS INFORMATION

ASKING PRICE: _____

BUSINESS NAME: _____ BUSINESS TYPE: _____

INCLUDES: Fixtures _____ Equipment _____ Business Name _____ Licenses _____
Signs _____ Inventory _____ (approx \$ _____ in value)

BUSINESS INFO: Sq. Ft _____ # of Floors _____ Seating: *Dining* _____ / *Bar* _____
Basement: **Y** **N** Living/Apartment _____

OTHER INFO: Corp / Partner / Proprietor Days Open _____ Years Owned: _____ Year Founded _____
Hours: _____ # of Employees _____
Owner Finance Terms _____ Requested Down Pmt \$ _____
Lease Options _____ Included Licenses _____

<u>INCOME:</u> Gross Sales \$ _____ Yearly \$ _____ Weekly Approx. Net Profit \$ _____ Yearly	Sales Percentages: (all that apply) Restaurant _____ % Carryout _____ % Delivery _____ % Bar _____ % Breakfast _____ % Lunch _____ % Dinner _____ %
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EXPENSES: Rent \$ _____ mo Phone \$ _____ mo Insurance \$ _____ yr / mo Taxes \$ _____ yr
Payroll \$ _____ wk/mo Utilities \$ _____ mo Advertising \$ _____ Seller/Manager Salary \$ _____ yr

Additional Info to help promote sale: (business strengths, property features) _____

Reason For Selling _____

OWNER'S INITIALS: _____ **DATE:** _____

SELLER: print _____ **PHONE:** cell _____ wk _____

PARTNER: print _____ **PHONE:** cell _____ wk _____

(Home)ADDRESS: _____ EMAIL ADDRESS: _____
(Required) _____

B&CV Business Sales Agent: _____

EXHIBIT B

**BCV COMMERCIAL REALTY LLC
USUAL & CUSTOMARY REAL ESTATE COMMISSION & FEES
SALES and LEASES**

PROPERTY SALES

On all sales the following information is applicable:

Seven Percent (7%) commission on the total gross sales amount; payable at closing

Sales commission are payable in full at settlement or the close of escrow, or if there is no settlement or escrow, then upon delivery of the deed; provided, however, if the transaction involves an installment sales contract, then payment shall be made upon execution of such contract.

BUSINESS SALES

On all business sales the commission shall be Ten Percent (10%) on the total gross sales amount of business and business assets. A minimum commission of Ten Thousand Dollars (\$10,000.00) is applicable for all business and business asset sales regardless of selling price.

LEASES

Commissions are applicable to the total Aggregate Gross Rental (AGR).

Lease Term:	Commission Due:
1 to 2 Years	6% of total AGR
3 to 5 Years	5% of total AGR
Over 5 Years	4% of total AGR
Leases with Co-Broker:	
5 to 25 Years	4.5% of total AGR

The average annual gross rental of leases containing CPI increases will be calculated by using the average increase of CPI between June 1967, and the commencement date of the lease (1967-201_).

Leasing commissions are payable ½ after the execution of the lease by both parties and the remaining ½ upon payment of the first rental installment. In the case of temporary tenancies, commission for initial term payable upon receipt of first rental installment, balance when termination of tenancy has been determined.

LEASE RENEWALS

If a Lease contains (a) an option to renew or extend the term, and a Lease term is renewed or extended;

then Owner shall pay an additional Lease Commission at the rate of Two Percent (2%) per each year of renewal term. Said Lease Commissions shall be earned and payable upon execution of the renewal or extension by both parties.

LEASE PURCHASE OPTIONS

Where a Tenant under a lease containing a purchase option or right of first refusal exercises such option or right, the seven percent (7%) sale commission shall be payable to the Broker, less the rental commissions already received for any unexpired term of the lease at the time the purchase takes place.

EXPANSION OF LEASED PREMISES

Where the Broker procures a Tenant with an expressed need for additional facilities at a later date, and the Owner is so advised then in the event such additional facility is subsequently leased by said Tenant, an additional commission shall be payable by the Owner to the Broker, calculated at the usual leasing rates listed herein.

DIVISION OF COMMISSIONS

If an outside broker is involved in completing a contract on behalf or in conjunction with the Broker, and a commission is due hereunder, Broker shall have the discretion to negotiate the fee payable to by Broker to the outside broker.

FORFEITURE OF DEPOSITS

Forfeited deposits shall be divided evenly between Owner and Broker, with Broker's share not to exceed a full commission.

Agreed: _____ Date: _____
(Owner)

_____ Date: _____
(Owner)