



TEXAS ASSOCIATION OF BUSINESS BROKERS
STANDARD COBROKERAGE AGREEMENT

This Agreement is entered into by and between _____ ("Listing Broker") and _____ ("Selling Broker") concerning only the business as described below: For the consideration as hereinafter expressed, the parties hereto agree as follows:

- 1. Selling Broker acknowledges that Listing Broker holds a valid listing on the following described business and/or property (the "Business"): _____
Selling Broker acknowledges having received information about the Business from Listing Broker.
2. The parties mutually agree that only in the event the Selling Broker, his employees or agents present a ready, willing and able purchaser under the terms and conditions provided for in Listing Broker's listing, or under any other terms and conditions acceptable to the Seller, Selling Broker shall be entitled to receive a commission if, as, and when received by Listing Broker, in the amount of ___ Percent (___%) of such amounts received by Listing Broker net of any documented finder's or similar fee payable by Listing Broker to an unrelated third party.
3. The term of this agreement shall coincide with the term of the listing agreement regarding the Business.
4. No commission shall be due the Selling Broker if the purchaser of the Business had already been aware of the availability of the Business prior to being approached by the Selling Broker...
5. All appointments for showing the Business and gathering information from the Seller shall be handled exclusively through Listing Broker.
6. Selling Broker, its agents and affiliates will not disclose the identity, availability for sale or any other information pertaining to the Business to any other parties other than qualified prospective purchasers procured by Selling Broker.
7. Selling Broker will clearly disclose, in writing, to any prospective purchaser that Selling Broker and Listing Broker are acting as agents for the seller(s) of the Business.
8. This Agreement shall be governed by the laws of the State of Texas, and all sums due Selling Broker shall be payable at the offices of Listing Broker in _____ County, Texas.
9. Each party agrees to share, in the same proportion as the commission is to be shared, all legal and related expenses of collection of any commission due and payable by reason of the listing agreement described above.
10. This Agreement is not assignable. All assignments or attempted assignments shall be deemed void and of no force and effect.
11. Should any provision hereof be deemed illegal or unenforceable, the other provisions hereof shall be given effect separately therefrom and shall not be affected thereby.
12. This Agreement constitutes the entire agreement between the parties about the Business, and there are no agreements or understandings relating to the subject matter hereof between the parties other than those set forth herein.
13. In the event that either party to this Agreement completes a later transaction with a client that was a result of an introduction of the other, the one who made the introduction would be entitled to _____ PERCENT (___%) of the total fee involved for the later transaction, provided that the later transaction was completed within two (2) years of the initial introduction.
14. Both parties to this Agreement agree to cooperate fully in the sale of the Business with respect to showings, information, advertising, etc. Each party gives its covenant of good faith and fair dealing with respect to this Agreement.

Signed this _____ day of _____, 20____
LISTING BROKER

SELLING BROKER

By: _____
Authorized Representative

Authorized Representative