

Exclusive Authorization to Represent Buyer

Date: [Month, Day, Year]

To: [Name of other party]

From: [Your Name] [Company]

Subject: Exclusive Authorization to Represent Buyer

Attached is an "Exclusive Authorization to Represent" enabling me/us to represent you in the process of your acquiring [what thing?] Attached is an Exclusive Authorization enabling you to represent me/us in the process of our acquiring [what thing?] I believe that it embodies everything we discussed. Please read the agreement carefully. We recommend that you also have it reviewed by your own qualified legal counsel. Time is of the essence. Please sign and return it to me asap. Thank you very much! NOTICE: We wish we could provide an agreement that was tailored exactly to your business. While this is not Always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer: Do Not Use This Agreement 'As-Is.' This Agreement Is Not Legal Advice. Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements. You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It. JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes. Free Access to Attorneys, Accountants & Consultants in Your Area We're building a network of business experts who are eager to help you when you need it. They can review your work, make suggestions, handle unique situations and introduce you to influential people. On our website you can search by expertise and location, then e-mail or jump straight to their website. Although they are professionals and charge for their services, most offer an initial consultation free of charge. They're in your area and you can contact them directly. Please visit our website under Expert Referral Network. Ongoing Update Service Keeps You Current Things change, laws change, the world changes... new ideas come along all the time. When you register, you can access our website to get updates and changes... like new and improved spreadsheets and documents. They can be downloaded directly to your computer. Please visit our website under Updates. Remember to bookmark our website: www.JIAN.com Editing Your Sample Contract Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the "[]" brackets – simply edit /type-over with your information. To make sure your have filled in all the variables, use Word's 'FIND' function to locate any "[]" which may contain an unedited variable. Click the icon in the JIAN menu above to turn the expert comments on/off. Upon completion, delete any unnecessary blank lines that remain. You may format this

document any way you like. Delete this page. Exclusive Authorization to Represent Buyer Effective Date [Date] between [Company Legal Name], (“[Company]” or “Broker”) a [State] [Corporation/Partnership/Sole Proprietorship/Resident], located at [Address] [City], [State] [Zip Code] and [Buyer Name], (“Buyer”) a [State] [Corporation/Partnership/Sole Proprietorship/Resident] located at [Address]. The Buyer hereby grants to the Broker the exclusive right to select the property more fully described below and negotiate for its purchase pursuant to the parameters more fully described below on behalf of the Buyer for a period beginning on the Effective Date above and ending at midnight on [Month, Day, Year].

1. Property Requirements / Specifications Type of property. [Software Company / Office / Car / Boat / House / Computer / Appliance). Specifications / Location. [Include as specific a description as possible). Purchase Price. [To be negotiated / \$[x] / Between \$[x] and \$[x] / Not more than \$[x]).

2. Best Efforts In consideration of this Exclusive Authorization to Represent Buyer (“Authorization”), the Broker agrees to diligently pursue the procurement of property acceptable to the Buyer.

3. Authorization

The Broker is only authorized:

- to select properties that substantially meet the requirements described above;
- to represent only those properties to the Buyer; and
- upon the Buyer's approval to negotiate for their purchase, but not to commit the Buyer to the sale of any property or to sign any instrument on behalf of the Buyer without the Buyer's prior written consent.

4. Compensation

It is understood that the commissions payable shall be the obligation of the Seller. [Buyer shall pay Broker a finder's fee equal to \$[x] / [x]% of the purchase price).

5. Non-Circumvention

This Agreement pertains to all properties on which the Broker may enter negotiations during the term specified above, or within [30/60/90/other] days of expiration of this Agreement.

6. Cooperation with Other Brokers

If applicable, the Broker agrees to solicit cooperation of other competent Industrial / Commercial Brokers so that all suitable properties will be presented.

7. Diligence

In consideration of the Buyer's Agreement, the Broker agrees to use diligence in locating a property acceptable to the Buyer, and to negotiate terms and conditions for the purchase of the above described property or for obtaining an option on the above described property acceptable to the Buyer.

8. Confidentiality

The Buyer and the Seller understand and acknowledge that violation of their respective covenants and Agreements may cause the other irreparable harm and damage, that may not be recovered at law, and each agrees that the others remedies for breach may be in equity by way of injunctive relief, as well as for damages and any other relief available to the non-breaching party, whether in law or in equity.

9. General Provisions

9.1 Independent Contractors. The relationship between both parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to give either party the power to direct and control the day-to-day activities of the other. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such relationship upon either party.

9.2 Publicity. Neither party will make any public announcement or issue any press release concerning the terms of this Agreement without the prior approval of both parties.

9.3 Non-Solicitation. Neither party shall solicit for employment or hire the other's current or future employees, either directly or indirectly, during the Term of this Agreement, without obtaining the other's prior written approval. Should an employee change employment from one party to the other, the new employer shall pay the old employer a fee equivalent to Twenty Percent (20%) of the employee's new compensation, annualized for the first year.

9.4 Governing Law & Jurisdiction. This agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of [State], without reference to conflict of law principles. The parties hereby expressly consent to the jurisdiction and venue of the federal and state courts within the state of [State]. Each party hereby irrevocably consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such party at its address set forth in the preamble of this Agreement, such service to become effective thirty (30) days after such mailing.

9.5 Entire Agreement

This Agreement, including the attached exhibits, constitutes the entire Agreement between both parties concerning this transaction, and replaces all previous communications, representations, understandings, and Agreements, whether verbal or written between the parties to this Agreement or their representatives. No representations or statements of any kind made by either party, which are not expressly stated in this Agreement, shall be binding on such parties.

9.6 All Amendments in Writing. No waiver, amendment or modification of any provisions of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom such waiver, amendment or modification is sought to be enforced. Furthermore, no provisions in either party's purchase orders or in any other business forms employed by either party will supersede the terms and conditions of this Agreement.

9.7 Notices. Any notice required or permitted by this Agreement shall be deemed given if sent by registered mail, postage prepaid with return receipt requested, addressed to the other party at the address set forth in the preamble of this Agreement or at such other address for which such party gives notice hereunder. Delivery shall be deemed effective three (3) days after deposit with postal authorities.

9.8 Costs of Legal Action. In the event any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs of enforcement including, without limitation, attorneys' fees and court costs.

9.9 Inadequate Legal Remedy. Both parties understand and acknowledge that violation of their respective covenants and Agreements may cause the other irreparable harm and damage, that may not be recovered at law, and each agrees that the other's remedies for breach may be in equity by way of injunctive relief, as well as for damages and any other relief available to the non-breaching party, whether in law or in equity.

9.10 Arbitration. Any dispute relating to the interpretation or performance of this Agreement shall be resolved at the request of either party through binding arbitration. Arbitration shall be conducted in County], [State] in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any state or federal court having jurisdiction. Both parties intend that this Agreement to arbitrate be irrevocable.

9.11 Delay is Not a Waiver. No failure or delay by either party in exercising any right, power or remedy under this Agreement, except as specifically provided in this Agreement, shall operate as a waiver of any such right, power or remedy.

9.12 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of any Act of God, strike, fire, flood, governmental acts, orders or restrictions, Internet system unavailability, system malfunctions or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing

party (a "Force Majeure Event"), the party who has been so affected shall give notice immediately to the other party and shall use its reasonable best efforts to resume performance. Failure to meet due dates resulting from a Force Majeure Event shall extend such due dates for a reasonable period. However, if the period of nonperformance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate this Agreement effective immediately upon such notice or at such later date as is therein specified.

9.13 Assignability & Binding Effect. Except as expressly set forth within this Agreement, neither party may transfer or assign, directly or indirectly, this Agreement or its rights and obligations hereunder without the express written permission of the other party, not to be unreasonably withheld; provided, however, that both parties shall have the right to assign or otherwise transfer this Agreement to any parent, subsidiary, affiliated entity or pursuant to any merger, consolidation or reorganization, provided that all such assignees and transferees agree in writing to be bound by the terms of this Agreement prior to such assignment or transfer. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

9.13-b Non-Assignability & Binding Effect. Except as otherwise provided for within this Agreement, neither party may assign any of its rights or delegate any of its obligations under this Agreement to any third party without the express written permission of the other. Any such assignment is deemed null and void.

9.14 Severability. If any provisions of this Agreement are held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.

9.15 Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative upon all other rights and remedies described in this section and allowed under applicable law.

9.16 Headings. The titles and headings of the various sections and sections in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of this Agreement.

9.17 Counterparts. This Agreement may be executed in multiple counterparts, any one of which will be considered an original, but all of which will constitute one and the same instrument.

9.18 Survival of Certain Provisions. The warranties and the indemnification and confidentiality obligations set forth in the Agreement shall survive the termination of the Agreement by either party for any reason. Understood, Agreed & Approved We have

carefully reviewed this contract and agree to and accept all of its terms and conditions.
We are executing this Agreement as of the Effective Date above.

Buyer Broker

_____ [BuyerName] [Owner/Founder]

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