

CO-BROKERAGE AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20__, regarding the following parties:

OPTION I

("Seller's Broker");

OR

("Transaction Broker");

(hereinafter "Broker")

OPTION II

("Seller's Broker Sub-Agent");

OR

("Transaction Broker Sub-Agent");

OR

("Buyer's Broker");

(hereinafter "Co-Broker")

* * * *

("Business");

RECITALS:

WHEREAS, Broker has entered into an Exclusive Right to Sell Business Listing Contract, dated _____, 20__ ("Listing Agreement"), regarding the sale, exchange, lease, or other disposition of Business, the terms of which Listing Agreement are incorporated herein;

WHEREAS, the Listing Agreement authorizes Broker to cooperate (“Co-Brokerage”) with another broker (“Co-Broker”) qualified to do business in the State of Colorado in connection with the sale, exchange, lease, or other disposition of Business;

WHEREAS, it is the intent of Broker and Co-Broker to enter into this Agreement, pursuant to the terms and conditions contained herein;

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Duties.**

1.1 **Broker.** The duties (“Brokerage Duties”) of Broker shall be as set forth as duties of a Broker in the Colorado Real Estate Commission Brokerage Duties Disclosure. Broker shall reasonably cooperate with Co-Broker in the performance of such Brokerage Duties. Additionally, Broker shall engage in the following (“Co-Brokerage Duties”) in connection with this Agreement:

- _____
- _____
- _____

1.2 **Co-Broker.** The duties (“Brokerage Duties”) of Co-Broker shall be as set forth as duties of a Broker in the Colorado Real Estate Commission Broker Duties Disclosure. Co-Broker shall reasonably cooperate with Broker in the performance of such Brokerage Duties. Additionally, Co-Broker shall engage in the following (“Co-Brokerage Duties”) in connection with this Agreement:

- _____
- _____
- _____

2. **Compensation.**

2.1 **Accrual.** A co-brokerage commission ("Co-Brokerage Commission") shall be due and payable by Broker to Co- Broker upon receipt by Broker of the Commission referenced herein. Payment of the Co-Brokerage Commission shall be due at Closing of the sale, exchange, lease or other disposition of the Business.

2.2 **Allocation.** The Co-Brokerage Commission shall be allocated as follows:

OPTION I

Broker - _____ percent (___%) of the net Brokerage Commission (as per the Settlement Sheet).

Co-Broker
- _____ percent (___%) of the net Brokerage Commission (as per the Settlement Sheet).

OPTION II

The Co-Brokerage Commission due to Co-Broker shall be ____ percent (_%) of the gross Selling Price (as per the Settlement Sheet).

2.3 **Collection Expenses.** Each party hereto agrees to share, in the same proportion as the Co-Brokerage Commission, all legal and related expenses of collection of any Broker Commission due by reason of the Listing Agreement. If either Broker or Co-Broker declines to pay the proportionate share of legal and related expenses when due, such party shall be deemed to have assigned to the other party all rights, title and interest in and to any Broker's commission which may be ultimately collected on account of the Listing Agreement.

3. **Term.** The term ("Term") of this Agreement shall begin on _____, 20__ and end on _____, 20__ ("Listing Period") and shall extend for a period of _____ (__) months thereafter ("Holdover Period").

4. **Confidentiality.**

4.1 **Confidential Information.** Co-Broker acknowledges that in connection with the Business, Broker will reveal to Co-Broker, either verbally or in writing, information about the Business, including, but not limited to, financial details, operating results, product and service information, customer base, supply sources, technical know-how, and third-party agreements ("Confidential Information"), which Confidential Information is secret and confidential. Co-Broker further acknowledges that the Confidential Information is a unique and valuable asset of the Business, access to and knowledge of which are essential to the pursuit of the Business purposes, and uncontrolled disclosure of which would be harmful to Business' current and future success.

4.2 **Non-Disclosure.** Co-Broker shall treat all Confidential Information on a confidential basis and shall not, directly or indirectly, disclose, or give access to, the Confidential Information to any third-parties whatsoever, except to Co-Broker's client and/or only those who are directly connected with, or retained by, Co-Broker's client in connection with the evaluation or purchase of the Business. Co- Broker will advise all those having access to Confidential Information of the confidential, secret and proprietary nature thereof, and will cause Co-Broker's client to sign a Confidentiality Agreement.

4.3 **Accuracy of Information.** Broker makes no representations or warranties, express or implied, as to the accuracy or completeness of any Confidential Information regarding the Business, which may be provided to Co-Broker or its client pursuant to this Agreement. Co-Broker agrees not to modify any Confidential Information, which may be provided by the Broker regarding the Business, in communicating such Confidential Information to any other party.

5. **Non-Circumvention.**

5.1 **Communications.** Co-Broker agrees to conduct all communications relating to the Business exclusively through Broker. This obligation includes, but is not limited to, any and all scheduling of showings of the Business, obtaining Confidential Information regarding the Business, and the presentation of any offers to purchase the Business.

5.2 **Restrictions on Contact.** During the Term hereof, and for a period of two (2) years thereafter (a) Co-Broker shall not solicit or enter into any listing or representation agreement of any kind with the Business or any principal thereof without the prior written consent of Broker, and (b) Broker shall not initiate any contact with Co-Broker's client, or any principal thereof, without the prior written consent of Co-Broker.

6. **Dispute Resolution.**

6.1 **Mediation.** If a dispute arises relating to this Agreement, and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable Mediator and will share equally in the cost of such Mediation. The Mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within thirty (30) days after the date written notice requesting Mediation is delivered by one party to the other at the receiving party's last known address.

6.2 **Arbitration.** In the event of failure of Mediation, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by Arbitration before a single arbitrator in accordance with the Revised Uniform Arbitration Act, C.R.S. §13-22-201, et seq. The results of the Arbitration shall be final and binding, and not subject to appeal.

6.3 **Award of Costs and Fees.** In the event of any Litigation or Arbitration arising out of this Agreement, the court or tribunal shall award to the prevailing party against the other party all reasonable costs and expenses, including attorney fees.

7. **Additional Provisions.**

7.1 **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, and shall not be assignable by one party without the written consent of the other party.

7.2 **Notices.** All notices to be given to the parties hereto shall be properly given if sent by first class mail addressed to the parties at their respective addresses as set forth hereinabove.

7.3 **Entire Agreement.** This Agreement contains the entire understanding of the parties with regard to the subject matter hereof and no representations have been made or relied upon

beyond the terms hereof. This Agreement may not be amended or modified except by a writing signed by each of the parties.

7.4 **Applicable Law.** This Agreement is made and entered into, and shall be governed by and construed in accordance with, the laws of the State of Colorado and subject to the provisions of paragraph 6.1 and 6.2, hereof, each party hereto consents that the Courts of the State of Colorado have exclusive jurisdiction over matters accruing under or related to this Agreement.

7.5 **Other Provisions.** _____

_____.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement upon the date set forth hereinabove.

BROKER:

By: _____
[Name]
[Title]

CO-BROKER:

By: _____
[Name]
[Title]