



OPEN LISTING AND FINDER'S AGREEMENT

This Agreement is made by _____ (“Owner”) and Thomas A. Falvai (“Finder”).

1. Owner desires to sell a _____ service route situated in the City or Cities of _____
_____, _____ County, _____.

The service route consists of _____ (_____) _____ service accounts. No real property, personal property or any other asset or assets of Owner related to the service accounts is represented by Finder under this Agreement.

2. Upon signing this Agreement, _____ (“Prospective Buyer”) will be introduced by Finder to Owner. If Prospective Buyer purchases the service route from Owner, Owner will pay Finder a finder’s fee as specified in this Agreement.

3. Owner shall be under no obligation to pay any fee to Finder under this Agreement until the service accounts are sold by Owner to the Prospective Buyer specified in this Agreement. For purposes of this Agreement, a sale will be complete when Owner has transferred accounts to the Prospective Buyer.

4. This Agreement will be effective between Owner and Finder upon both parties signing.

5. The fee to be paid by Owner to Finder as specified in this Agreement on the sale by Owner of the service route to the Prospective Buyer introduced to Owner by Finder shall be a sum equaling _____ (_____) times the monthly total gross income derived from the service route.

6. The fee specified in Paragraph 5 of this Agreement also shall be due and payable by Owner should Owner, within one (1) year after expiration of the term of this Agreement, sell the service route or any of its individual service accounts to the Prospective Buyer introduced to Owner by Finder under this Agreement.

7. Finder is not, and shall not be deemed in any way, to be Owner’s agent, and Owner shall not be bound by or liable for any representations concerning the service route or the sale of the service route made by Finder. However, Owner shall indemnify and hold Finder harmless from any claims, loss, demands, litigation, or judgments resulting from (1) any misinformation concerning the service route supplied to Finder by Owner, or (2) the failure to make known any material fact concerning the service route by Owner.

8. This instrument constitutes the entire agreement between Finder and Owner. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing any signed by Owner and Finder.

9. If any legal action relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive, in addition to any relief granted, the reasonable attorney’s fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

Executed on _____ at _____ County of _____, California.

Owner (Signature)

Thomas A. Falvai

Broker (Signature)

Driver’s License Number

State