

MARKETING FEE AGREEMENT

This is a marketing agreement between Domico Investments (hereinafter DOMICO) of 507 West Cushing Avenue, Williamstown, NJ 08094

and _____ as Owner (hereinafter OWNER) of the business _____

(hereinafter BUSINESS) which OWNER wishes to sell and utilize DOMICO as a marketing agent for such. In exchange for DOMICO finding an acceptable buyer and price (or terms) for the BUSINESS, OWNER agrees to pay DOMICO a marketing fee of Ten Per Cent (10%) of the agreed upon price for the BUSINESS and all its assets included in the sale. Said fee is earned upon the production of a ready, willing and able buyer upon acceptable terms to OWNER and shall be paid at the time of closing and transfer of ownership of the BUSINESS.

DOMICO shall locate interested prospective purchasers and bring them to the BUSINESS and/or OWNER to inspect and/or engage in negotiations for purpose of sale of BUSINESS. DOMICO shall be a part of the negotiations and assist in any way permitted with the sale of the BUSINESS. OWNER agrees that he shall not engage, directly or indirectly, in any contact, dealings or negotiations with any prospective buyers located by DOMICO. OWNER acknowledges that any sale to any prospective buyer located and/or brought in by DOMICO within Three (3) years of the expiration date of this agreement entitles DOMICO to a full marketing fee based upon the sale price to said buyer.

OWNER agrees to cooperate fully with DOMICO in its pursuit of the sale of the BUSINESS including, but not limited to, making any needed or requested business information or financial information as concerns the BUSINESS available, making the BUSINESS available for inspection for any reason associated with prospective buyers and making himself available as may be needed.

Should it be necessary for DOMICO to seek to enforce its rights under this Agreement, OWNER shall be obligated to pay DOMICO its costs and expenses in pursuing said rights, including but not limited to court costs and attorney and/or expert fees. DOMICO reserves the right to assign its rights and/or interests under this Agreement to a third party for purposes of collection of any fees and other monies that may be due DOMICO under this Agreement.

*Owner acknowledges that is a business entity or acting for a business entity. That Owner has the authority to execute this Agreement and bind the Owner to it.

L.S. _____

OWNER

PRINTED NAME

BROKER

