

**SELLER'S CONSULTANT EMPLOYMENT AGREEMENT**

AGREEMENT entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **MC&T, LLC** of Apopka, FL hereinafter called the "*CONSULTANT*", and **(Enter SELLER'S name and complete address and corporate name of Dealership(s))**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter called the "*SELLER*".

*CONSULTANT* and *SELLER* agree to the following:

1. *SELLER* gives to *CONSULTANT*, an exclusive right of sale listing for a period of twelve months (12) months, to assist the *SELLER* to sell the automobile dealership(s) listed above, arrange a partnership, joint venture, or stock transfer the *SELLER* has the authority granted by him/her, board of directors, shareholders and officer to consummate this sale.
2. *CONSULTANT* will assist the *SELLER* in negotiations for an acceptable Buy/Sell Agreement. Any contact to sell is subject to the approval of the *SELLER*, which will not be unreasonably withheld.
3. TERMS OF SALE. The price for which the *SELLER* will sell, shall be \$\_\_\_\_\_, however the *SELLER* may accept a lesser amount, but *CONSULTANT* will be protected as to his fee, as described in Paragraph 4 below.
4. FEE. *SELLER* agrees that a fee of seven percent (7%) shall be paid to *CONSULTANT* on the total sales price, hereinafter defined (excluding any new vehicle inventory) in full upon closing.
5. CLOSING. *CONSULTANT* shall receive reasonable notice of the closing and may be present with his attorney at closing. *CONSULTANT'S* fee referred to in Paragraph 4 above shall be paid in full to *CONSULTANT* upon closing of the escrow/settlement account. Any monies received by *SELLER*, other than, and including the release of any money held in any escrow account, shall also be deemed a closing, and *CONSULTANT* shall be paid his fee in full at that time.
6. *SELLER*, subject to the receipt of agreed upon confidentiality agreements from the Consultant and the buyer, will provide to *CONSULTANT* and/or qualified *BUYER* appropriate information and financial documents necessary for *BUYER'S* evaluation.
7. *CONSULTANT* will treat the *SELLER'S* information in a confidential manner.

8. Any and all inquiries received by *SELLER* during the life of this Agreement for sale of the above business will be referred to *CONSULTANT*.
9. In advertising this business for sale, *CONSULTANT* will not mention a specific name or address of the dealership.
10. *SELLER* recognizes and agrees that the *CONSULTANT* is allowed to represent and accept a fee from both the *SELLER* and the *BUYER*.
11. When a Buy/Sell Agreement is signed by both *BUYER* and *SELLER*, an escrow agent will be appointed to receive the deposit from the *BUYER*, such agent to be acceptable to *CONSULTANT*. A true copy of this Agreement will be furnished to escrow agent for the purpose of making proper settlement of *CONSULTANT'S* fee due at closing pursuant to Paragraph 5 above. The *CONSULTANT'S* fees shall be included in the buy/sell agreement and closing documents. If for any reason the buy/sell agreement and closing documents do not include said *CONSULTANT'S* fees, then the *SELLER* shall be personally and corporately responsible for all *CONSULTANT'S* fees due at closing pursuant to Paragraphs 4 and 5 above. Payment in full of said fees shall be a condition precedent to the closing of the escrow/settlement. If *BUYER* forfeits or fails to perform for any reason other than factory approval, or those reasons stated in the Buy/Sell Agreement, The deposit shall be equally divided between *SELLER* and *CONSULTANT*.
12. ACCEPTANCE OF AGREEMENT. This Agreement is a proposal not binding on the parties hereto as an agreement until accepted by *CONSULTANT* in the State of Florida disputes arising from or concerning this Agreement which is required to be resolved in a court of law shall be resolved in the State of Florida applying Florida law. If the *SELLER* defaults herein, *SELLER* agrees to pay *CONSULTANT* his reasonably incurred attorney's fees in the enforcement hereof.
13. The parties agree that the execution of this *Agreement* does not guarantee the sale of a dealership.
14. The total sales price, for the purpose of calculating the *CONSULTANT'S* fee due in Paragraph 4 above, shall be the true value of all the assets being conveyed, and including good will, customer sales and/or service lists or files, blue sky, real estate and improvements, and any other benefits to be conferred upon the *SELLER*; such as, deferred compensation, management, consultant, or non-compete agreements, payments of any out-of-trust condition, repayment of any loans to the *SELLER*, or any other debts paid by the *BUYER*, which are necessary to close the transaction. If a stock or corporate purchase is involved, the total sales price shall include any equity in the new vehicle inventory.

15. If any *BUYER* (serviced by *CONSULTANT*), *BUYER'S* Assignee(s), or Representative(s) during the term of this Agreement, or within twenty-four months from the termination of this Agreement, purchases any interest in the dealership(s) (in whole or in part), works as a manager, or manages under a management agreement, then *SELLER* agrees to pay to *CONSULTANT* the above mentioned fee as set forth in Paragraph 4 and 5 above.
16. LEASES. If *SELLER* leases the real estate to *BUYER*, *SELLER* will pay *CONSULTANT* a seven percent (7%) *CONSULTANT'S* fee equal to the total value (dollar amount) of the first twelve months of the lease payments including all upfront fees collected by *SELLER*.
17. HOLD HARMLESS CLAUSE. MC&T, LLC assumes no responsibility for the accuracy, usability, or reliability of any financial statements or information furnished by or from any Dealer, Dealer Group, Management Company, CPA firm or any other source. Dealer further agrees to hold MC&T, LLC, its officers, directors, employees, associates, agents, heirs, and family members harmless of any and all claims arising from the accuracy, usability, or reliability of any financial statements or information furnished by or from any Dealer, Dealer Group, Management Company, CPA firm or any other source provided by *SELLER*.
18. If an Agreement is made between a *BUYER* and the *SELLER* for any interest in *SELLER'S* dealership or to work as a manager or manage under a management agreement, then the *CONSULTANT'S* fee described in Paragraph 4 above shall be deemed earned and payable. This protection of the *CONSULTANT'S* fee shall extend to, and is binding upon the Assignees or Representatives of any such Agreement. In the event that the *BUYER* is declined by the motor vehicle franchisor or distributor (hereinafter referred to as the Factory), and the Factory exercises any rights that it may have to reacquire the point in whole or in part, or to otherwise determine the identity of an ultimate purchaser of the dealership's, and if the *SELLER* herein is compensated by any entity, including the Factory, then this *CONSULTANT* Agreement will remain in force, and MC&T, LLC will be paid its fee as per Paragraphs 4 and 5 above.
19. It is understood by all parties that MC&T, LLC (hereafter referred to as "Consultant") will participate in the sale of an automobile dealership business in a consulting capacity only, and Consultant does not represent itself to offer legal, accounting, or financial advice to Seller or any other person or entity. It is further understood that if the sale of the dealership business includes real property (real estate), the leasing or a lease option of real estate, the Consultant will employ the services of a person qualified under the laws of the state of the transaction to administer all real estate transactions.

**MC & T, LLC:**

**Seller:**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**ITS:** \_\_\_\_\_

**ITS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

NAME \_\_\_\_\_  
(Last) (First) (Middle)

HOME ADDRESS \_\_\_\_\_  
(Number & Street)  
\_\_\_\_\_  
(City) (State) (Zip)

RESIDENCE PHONE \_\_\_\_\_ BUSINESS PHONE \_\_\_\_\_

CELL PHONE \_\_\_\_\_ E-MAIL \_\_\_\_\_

BUSINESS NAME \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_  
(Number & Street) (City) (State) (Zip)

ANY PARTNERS IN CORPORATION? IF SO, PLEASE PROVIDE NAMES AND PERCENTAGE OF OWNERSHIP

NAME \_\_\_\_\_ % of Ownership

NAME \_\_\_\_\_ % of Ownership

FRANCHISES HELD \_\_\_\_\_

PLANNING POTENTIAL \_\_\_\_\_ NEW UNITS SOLD LAST 12 MONTHS \_\_\_\_\_

USED UNITS SOLD LAST 12 MONTHS \_\_\_\_\_

NET PROFIT LAST YEAR \_\_\_\_\_ YEAR TO DATE PROFIT \_\_\_\_\_

OWN or LEASE FACILITY \_\_\_\_\_ IF LEASED, MONTHLY LEASE AMOUNT \_\_\_\_\_

PROPERTY DETAILS (Enclose a Photo of Facility if Possible)

ACRES \_\_\_\_\_ BUILDING SQ. FT. \_\_\_\_\_ FRONTAGE FOOTAGE \_\_\_\_\_

TYPE OF SALE ASSET \_\_\_\_\_ or CORP STOCK \_\_\_\_\_ PRICE \$ \_\_\_\_\_ TERMS \_\_\_\_\_

REAL ESTATE VALUE \$ \_\_\_\_\_

PARTS VALUE \$ \_\_\_\_\_

FIXED ASSETS \$ \_\_\_\_\_

BLUE SKY \$ \_\_\_\_\_

COMMENTS THAT WOULD HELP SELL THE DEALERSHIP \_\_\_\_\_  
\_\_\_\_\_

DO YOU DESIRE TO STAY INVOLVED? \_\_\_\_\_ IF SO, IN WHAT CAPACITY? \_\_\_\_\_

**PLEASE ENCLOSE A COPY OF CURRENT FINANCIAL STATEMENT AND 2 PREVIOUS YEAR-END (DECEMBER) BEFORE ADJUSTMENTS (IF AVAILABLE)**