

Before proceeding you must agree to these conditions:

1. FP Transitions will act at all times in the capacity of "serving the deal". We do not act as an advocate or agent for either side. FP Transitions is compensated for providing a central marketplace, under the terms set forth below.
2. If your deal does not close and you do not obtain valuable consideration or other payment, you do not owe us a commission.
3. Fees: If your deal closes or you otherwise complete a deal with someone you contact through this site within 18 months of the date of contact, you agree to pay us a commission of 3.5% of the listing price or merger price. A discount may apply to the final commission based on the buyer you select and that buyer's rating through our Buyer Rating System, or if the Buyer is licensed with a broker-dealer that is one of our corporate program members. The minimum commission owed under this Agreement if your deal closes or is completed is \$3,000 from the buyer and \$3,000 from the seller.
4. No refunds of FP Transitions' fees will be made. Any promotional code or discount must be claimed at the time of submission of your listing. If you are affiliated with a broker-dealer or custodian that is a member of an FP Transitions Corporate Program, you may be eligible for a discount on your listing commission; by accepting this discount, you give FP Transitions permission to discuss your deal with your broker-dealer / custodian. To be eligible for any discounts, you must use FP Transitions' escrow services.
5. Subsequent Sales: As a part of your listing, we will invest time and effort to find you a buyer, including providing you with information to market your practice and aid the selling process. As a result, if you find a buyer or otherwise accept an offer from someone you contacted through some means besides www.FPtransitions.com within 12 months of the date your listing becomes inactive or is terminated, you agree to retain our services under our Comprehensive Transaction Support (CTS) program. The CTS program fee is a flat fee based on of the annual gross revenue of the practice, paid up-front, and is non-refundable. (For specific fees for the CTS program, please see the consulting section of www.FPtransitions.com.)
6. All purchases, sales or mergers shall be closed by Pacific Northwest Title in Portland, Oregon a neutral, commercial, escrow depository, unless otherwise agreed in writing in advance by buyer, seller and FP Transitions. (Closing will take place through use of teleconference, facsimile or e-mail.) The costs of escrow services are to be split between buyer and seller upon closing; fees will be deducted by escrow.
7. We will provide you with form contracts necessary and appropriate to complete most transitions. You agree to provide us a copy of each and every draft agreement and final agreement related to your transaction (including agreements based on our forms and any other agreements) within 48 hours of the creation or execution of the agreements.
8. You represent and warrant to us by signing below that you have full authority to enter into this Agreement, and that you have read and fully understand and agree with the terms contained in the Legal Notice available by hyperlink at the bottom of each page on www.FPtransitions.com.
9. You authorize FP Transitions to take all reasonable steps to promote this listing to its members and buyer database. FP Transitions will take all reasonable steps to protect your confidentiality.
10. You understand and agree that we do not provide tax or legal advice. We recommend that you have all documents and information obtained from this site carefully reviewed by your own professional counsel before closing.
11. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled and resolved by arbitration before one arbitrator, in Portland, Oregon, in accordance with the Federal Arbitration Act, 9 US Code Sections 1-16. The substantive law of Oregon will determine the interpretation of this agreement. Each party shall be responsible for its own attorney fees. Costs and arbitration fees shall be paid by the losing party.
12. LIMITATIONS OF LIABILITY. ANY LIABILITY OF FP TRANSITIONS ARISING OUT OF ANY SERVICES PROVIDED HEREUNDER SHALL NOT EXCEED THE TOTAL OF (A) THE LISTING FEE FOR ONE YEAR AND (B) THE COMMISSIONS PAID BY YOU UNDER THIS AGREEMENT. IN NO EVENT SHALL FP TRANSITIONS BE LIABLE FOR ANY INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE.

I agree to all Terms and Conditions:

_____ Signature

_____ Print Name

_____ Date