



# REALTY SERVICES

INDUSTRIAL / COMMERCIAL / RESIDENTIAL / OFFICE / LAND  
AUTOMOTIVE / RETAIL / BUSINESS SALES, MERGERS & ACQUISITIONS



Office: **800-727-2100** Direct: **805-908-7500** Fax: **805-579-6100** DRE Lic #01871760  
5394 Seneca Place - Simi Valley, CA 93063 USA Find Us Online At: [www.bizbuilder.com](http://www.bizbuilder.com)

## Buyer's Acknowledgment of Business Introduction and NON-DISCLOSURE AGREEMENT

The undersigned, individually and on behalf of any affiliated prospective Buyer, acknowledges being first introduced to the Business/Real Estate and/or Real/Personal Property ["Property"] identified herein by BIZ Builder.Com ["Listing Broker"] and/or an authorized Broker ["Cooperating Broker" who has received approval by Listing Broker to Co-Broker the Property/s]. The undersigned requests information relating to the following advertisement/s:

<u>Business Ad Number:</u>	<u>Description:</u>

Such information shall be provided to the undersigned for the sole purpose of entering into discussions with Seller ["Seller"] of said Property for the possible purchase by the undersigned of all or part of the stock or assets of Property. As used herein, the term Buyer ["Buyer"] applies to the undersigned and any partnership, corporation, individual, or other entity with which the undersigned is affiliated. The undersigned agrees as follows:

**1. NON-DISCLOSURE OF INFORMATION:** The undersigned acknowledges that Seller desires to maintain the confidentiality of the information disclosed. The undersigned agrees with Listing Broker and/or Cooperating Broker not to disclose or permit access to any Confidential Information without the prior written consent of Seller, to anyone other than Buyer's employees, legal counsel, accountants, lenders or other agents or advisors to whom disclosure or access is necessary for Buyer to evaluate the Property. Disclosure of Confidential Information shall be made to these parties only in connection with the potential acquisition of the Property, and then only if these parties understand and agree to maintain the confidentiality of such Confidential Information. The undersigned shall be responsible for any breach of this Agreement by these parties, and neither Buyer nor these parties shall use or permit the use of Confidential Information in any manner whatsoever, except as may be required for Buyer to evaluate the Property or as may be required by legal process. If the Buyer does not purchase the Property, Buyer, at the close of negotiations, will destroy or return to Listing Broker and/or Cooperating Broker (at Listing Broker's option) all information provided to Buyer and will not retain any copy, reproduction, or record thereof. Non disclosure also includes the fact that the Property is for sale.

**2. DEFINITION OF "CONFIDENTIAL INFORMATION":** The term "Confidential Information" shall mean all information including all financial, production, marketing and pricing information, Property methods, Property manuals, manufacturing procedures, correspondence, processes, data, contracts,



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customer lists, employee lists and any other information whether written, oral or otherwise made known to Buyer: (a) from any inspection, examination, or other review of the books, records, assets, liabilities, processes, or production methods of Seller, (b) from communications with Seller or its directors, officers, employees, agents, suppliers, customers or representatives; (c) during visits to Seller's premises, or (d) through disclosure or discovery in any other manner. However, Confidential Information does not include any information, which is readily available and known to the public.

### **3. DISCLAIMER OF LISTING BROKER AND/OR COOPERATING BROKER'S LIABILITY AND BUYER'S RESPONSIBILITY:**

Whenever Brokers take a Property to market they receive information about the Property from the Seller, usually including but not limited to tax returns, financial statements, equipment lists and facilities leases. Based on information provided by the Seller, Brokers often prepare a summary description of the Property, which may include a cash flow projection, an adjusted income statement, or a Seller discretionary cash flow statement. Buyer understands that the Listing Broker and/or Cooperating Broker does not audit or verify any information given to Listing Broker and/or Cooperating Broker or make any warranty or representation as to its accuracy or completeness, nor in any way guarantee future Property performance. Buyer is solely responsible to examine and investigate the Property, its assets, liabilities, financial statements, tax returns, and any other facts, which might influence Buyer's decision to purchase, or the price Buyer is willing to pay. Any decision by Buyer to purchase the Property shall be based solely on Buyer's own investigation and that of Buyer's legal, tax and other Advisors. Listing Broker and/or Cooperating Broker urges Buyer to obtain independent legal and tax counsel.

### **4. NON-CIRCUMVENTION AGREEMENT:**

The Seller has entered into an Exclusive Agreement providing that Seller shall pay a fee to Listing Broker, if during the term of that agreement or up to twenty four (24) months thereafter, the Property is transferred to a Buyer introduced by Listing Broker and/or Cooperating Broker. Buyer shall conduct all inquiries into and discussions about the Property solely through Listing Broker and/or Cooperating Broker and shall not directly contact the Seller or the Seller's representatives. ***Should Buyer purchase all or part of the stock or assets of Property, acquire any interest in, or become affiliated in any capacity with Property without Listing Broker and/or Cooperating Broker's participation, or in any way interfere with Listing Broker's right to a fee pursuant to C.A.R. Form BLA (Business Listing Agreement - Exclusive) executed between Seller and Listing Broker, Buyer shall be liable to Listing Broker for the full and complete compensation listed in this agreement, plus - any other damages [including reasonable attorney's fees and costs associated thereto] required to enforce this provision.***

Buyer's Initials: \_\_\_\_\_

### **5. OFFER TO REPRESENT / SUBSEQUENT REPRESENTATION:**

In the event Buyer is NOT represented by a Broker, Listing Broker may [at Listing Broker's option] offer to represent Buyer under separate agreement [CAR Form BRE]. If professional representation is offered to Buyer by Listing Broker [and subsequently refused by Buyer] – Buyer understands that they will not be represented by a Broker for this transaction and will be negotiating directly with Listing Broker – who represents the Seller, exclusively. Should Buyer subsequently decide to seek representation from another Broker or



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Cooperating Broker after Listing Broker has disclosed confidential information to Buyer, Buyer's Broker or Cooperating Broker will not be entitled to receive a commission for this transaction under any circumstances.

**6. SEVERABILITY:** Should any provision hereof be deemed illegal or unenforceable, the remaining provisions hereof shall be given effect separately therefrom and shall not be affected thereby.

**7. ENTIRE AGREEMENT:** This Agreement represents the entire agreement between the parties as to the subject matter hereof and supersedes all prior oral and written agreements and understandings between the parties. This Agreement shall not be modified except in writing executed by both the Listing Broker and the Buyer. This Agreement supersedes all prior understandings or agreements between the parties with respect to its subject matter. This Agreement shall be construed under and governed by the laws of the State of California. If Buyer is a corporation, partnership, or other such entity, the undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so. Buyer signature below acknowledges receipt of a fully completed copy of this Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Today's Date

\_\_\_\_\_  
Your Full Name

\_\_\_\_\_  
Business Telephone Number

\_\_\_\_\_  
List Your Email Address

\_\_\_\_\_  
Residence Phone Number

\_\_\_\_\_  
Physical Street Address (No P.O. Boxes)

\_\_\_\_\_  
Mobile Phone Number

\_\_\_\_\_  
City / State / Zip Code

\_\_\_\_\_  
Buyer's Real Estate Broker

Please Indicate "NONE" If You Are Not Currently Represented By A Licensed Real Estate Broker.

List Any Additional Contact Information Here:



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## PLEASE PROVIDE BASIC INFORMATION ON YOUR QUALIFICATIONS

Available Funds To Invest: \$ \_\_\_\_\_ Is Additional Financing Required?: \_\_\_\_\_

Have You Ever Owned A Business Before? \_\_\_\_\_ When? \_\_\_\_\_

What Are Your Best Strengths? \_\_\_\_\_

What Are Your Weaknesses? \_\_\_\_\_

What Type Of Business Do You Think You Are Most Suited For: \_\_\_\_\_

What Attracts You To The Business You Are Inquiring About Today? \_\_\_\_\_

Is Anything Else That You Think We Need To Know About You? If So – Please Let Us Know Here:

Approved By It's President  
And Broker / Officer

BIZ Builder.Com, Inc: \_\_\_\_\_ Initials: \_\_\_\_\_