

## Sales - Investments - Leasing - Management



### Potential Business Purchaser

Thank you for your interest in the Business we are representing for the Seller.

We would like to provide you with additional data regarding this opportunity. To do that and respect both the Sellers and your interests with Confidentiality we need your assistance.

Please complete the attached Buyer Profile and Confidential Registration Agreement and return it to my attention. Please ensure the information is legible and have **All Buyers Sign on the Lines** labeled **Client Signature** below Box frame on the lower Right-hand side of the form.

The Buyer Profile & Registration Agreement tells me

- Who you are,
- How to contact you,
- Your business interests,
- Your investment capabilities
- Our mutual commitments

And the type of business you would prefer to purchase.

The Confidentiality Agreement portion protects valuable information of the Sellers, which is of a confidential nature and potentially harmful to their interests if improperly shared or distributed to unauthorized parties.

Upon my receipt of the completed and signed documents I will be pleased to provide you with a **Business Profile** and answer questions regarding the business. Facsimiles are acceptable, and emails are most expeditious. They may be sent by **FAX to (916) 218-7510** or emailed to [Rmark1963@msn.com](mailto:Rmark1963@msn.com) or mailed to the address on this letterhead. I may be contacted by phone at **916-508-9262**.

Thank you for your understanding and assistance with this activity.

Richard M. Edwards  
RE/MAX Gold  
[Rmark1963@msn.com](mailto:Rmark1963@msn.com)  
916-508-9262  
DRE# 00592342

# Buyer Profile and Registration Agreement

This office is organized to be your resource center for business opportunities.

By understanding your background and resources, we are better able to match your profile with a business.

**Name:** \_\_\_\_\_ **E.I.N. Number:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Driver License #** \_\_\_\_\_

**City:** \_\_\_\_\_ **County:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Home Ph:** (\_\_\_\_) \_\_\_\_\_ **Work Ph:** (\_\_\_\_) \_\_\_\_\_ **Cell Ph:** (\_\_\_\_) \_\_\_\_\_

**FAX Ph:** (\_\_\_\_) \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Occupation:** \_\_\_\_\_ **Type of Business:** \_\_\_\_\_ **No. of years** \_\_\_\_\_

Food & Bev  Retail. & Svc.  Wholesale. & Mfg.  Mkt./Liq.  Dry Cln.  Other \_\_\_\_\_

How do you plan to finance this purchase? \_\_\_\_\_ **Mo. Inc. Req.** \_\_\_\_\_ **Will you operate?** \_\_\_\_\_

**Funds currently available to invest?** \_\_\_\_\_ **Are you prepared to make an offer now?** \_\_\_\_\_

How long have you been looking for a business? \_\_\_\_\_ **Where would you prefer the business to be?** \_\_\_\_\_

**Comments:** \_\_\_\_\_

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

## Registration & Agreement

Buyers: In consideration of the information furnished to us concerning the businesses listed below as being available for sale or lease, I agree that should I or any other legal entity with which I become associated in any way buy, lease, rent, manage or otherwise come into possession of any of them within one (1) year from the date hereof, that I will deal with RE/MAX Gold, and purchase through your office, so that you may collect your commission from the Seller(s) as provided for in the Listing Contract. If I or any other legal entity with which I am or become associated with in any way should buy, lease, rent, manage, negotiate an option to buy, or otherwise come into possession of any of the businesses listed below without dealing through your office, I agree to pay you the commission due to you in accordance with the Listing Agreement for the subject business.

**It is agreed that, if I purchase any of these businesses through your office, I am not liable for a commission, and that I will not talk to Owners or Employees of the business.**

All information provided has been furnished to RE/MAX Gold by the Sellers or Lessors and has not been verified by RE/MAX Gold and neither the Broker nor its sales people or agents makes any representations, either expressed or implied, concerning the accuracy of the information supplied. It shall be my responsibility to investigate the accuracy of the information provided.

LIST No.	Name	Address	City	Price

By: \_\_\_\_\_

Signature of Agent for Broker

**Date:** \_\_\_\_\_

**Buyer Signature and Acknowledgement of Receipt**

**Buyer Signature and Acknowledgement of Receipt**

**Buyer Signature and Acknowledgement of Receipt**

**Date:** \_\_\_\_\_

### Authorization to verify Information:

I authorize Broker, and the Sellers of any business on which I make an offer, to verify any of the above information.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

# Business Non-Disclosure/Confidentiality Agreement

Whereas RE/MAX Gold ("**Broker**") acknowledges that it has been requested to and will furnish to the individual/company/organization named below ("**Buyer**") certain information relating to a business or businesses, that are being offered for sale ("**Seller**"). This information will be used by Buyer for the purpose of negotiating with Seller for the possible purchase by Buyer of the assets relating to Seller's business or an interest therein; and, Whereas Seller desires to maintain the confidentiality of the information disclosed; Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer agrees as follows:

## 1. NON-DISCLOSURE OF INFORMATION:

Buyer agrees that it will not at any time, without the prior written consent of Seller, disclose any Confidential Information, as hereinafter defined, or permit access to Confidential Information by anyone other than: (a) Buyer's management, (b) Buyer's legal counsel, (c) independent accountants, or (d) other qualified agents retained by Buyer to whom disclosure or access is necessary for Buyer to evaluate the facilities, operations, or personnel of the business.

Disclosure of Confidential Information shall be made to these persons only in connection with the potential acquisition of the Business, and then only if they understand their obligation to maintain the confidentiality of such Confidential Information and to use the same only for the purposes described herein.

Buyer further agrees that neither Buyer nor any other party shall use or permit the use of Confidential Information in any manner whatsoever, except as may be required for Buyer to evaluate facilities, operations, and personnel of the Business.

At the close of negotiations as herein contemplated or upon request by Broker or Seller, Buyer will return all records, documents, and memoranda furnished pursuant hereto to Broker and will neither make nor retain any copy, reproduction, or record thereof.

## 2. DEFINITION OF "INFORMATION" AND "CONFIDENTIAL INFORMATION":

As used herein, the term "information" means all financial information, production information, processes, manufacturing procedures, marketing information, pricing information, correspondence, contracts, customer lists, and any other information (whether written or oral or otherwise) made known to Buyer: (a) from any inspection, examination, or other review of the books, records, machinery, devices, processes, or production methods of Seller; (b) from communications with the directors, officers, employees, agents, or representatives of Seller; or (c) during visits to Seller's premises.

"Confidential Information" means all information as above defined, except Information which prior to or after Buyer's receipt thereof: (i) was or becomes publicly known without disclosure by Seller; or (ii) was or is acquired by Buyer from a third party, provided that such third party in providing such Information to Buyer has not therein breached any agreement with, or acted in derogation of, any confidential relationship with Seller.

## 3. DISCLAIMER OF BROKER'S LIABILITY:

The information which Broker will provide under this agreement to Buyer has been provided to Broker by the management of Seller. Broker expressly disclaims any and all liability for representations of warranties, expressed or implied, contained in such Information, or for omissions from them. Broker believes such Information to be correct but has not verified or checked it. Any agreement or decision by Buyer to pursue a transaction regarding the Business should be based on further investigation by the Buyer.

## 4. EXCLUSIVE REPRESENTATION:

Buyer shall conduct all inquiries into and discussion with any business about which Broker provides information solely through Broker, and shall not directly contact the owner, employees, or other representatives of the business except by prior arrangement with the Broker. Additionally, buyer agrees to negotiate and make all offers for the business through the Broker.

Name of BUYER: (Company/Individual) \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Original not required if document is faxed)

Return by Fax to 916-218-7510  
Email: [Rmark1963@msn.com](mailto:Rmark1963@msn.com)

Attention: Richard M. Edwards

RE/MAX Gold