

Complete Information Below and FAX To: 949-528-2501 or email to SuePurcell1@cox.net

Contact: Sue Purcell at 949-285-1006 if you need assistance.

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Keller Williams Realty

17822 E 17th St., Ste 101, Tustin, CA 92870

Direct line: 949-285-1006, efax : 949-528-2501

Buyer Acknowledgement & Non-Disclosure Agreement

Listing Number	Name of Business	Address	City	Price
BizBen Posting #				

I/We undersigned prospective Buyer(s) undersigned and agree that Keller Williams Realty will act as a dual agent for both Seller and Buyer, and the Seller has a contract providing for a fee to be paid to Keller Williams Realty upon sale, trade or transfer, in whole or part, of Seller's business or business property.

I/We undersigned prospective Buyer(s) hereby acknowledge having been first referred to and shown the above listed business by Keller Williams Realty, and/or made aware of the property via their marketing efforts, and in considerations of the information & assistance provided to me by Keller Williams Realty, I agree that should I purchase, rent, lease or take possession of any of the business and/or property within ONE (1) year from the date hereon, I will not conclude the transaction unless and until Keller Williams Realty receive commission. Should I conclude said transaction and Keller Williams Realty not be paid their commission for whatever reason, I/We hereby agree to be liable for, and to pay said commission forthwith.

I/We undersigned prospective purchaser(s) also hereby acknowledge and understand there is no guarantee/warranty to the accuracy of information provided by Broker to the Buyer on this form or other forms/disclosures notes provided as information gathered from Seller(s). Broker is not responsible for information provided by Sellers, and has not audited information provided by Sellers. Buyer is advised to perform an independent investigation and/or seek professional counsel to determine if the business is right for the Buyer prior to purchasing said business.

I/We undersigned prospective purchaser(s) also hereby acknowledge that information provided to Buyer may include sensitive financial and other information to the Seller and/or Broker and therefore agree not to share or distribute such financial or other information provided without prior written consent of the listing broker. All reasonable efforts will be made to safeguard the security of such information while Buyer is in possession of it, and appropriate means of securely destroying such confidential information will be made. Buyer further agrees that should such information become subject to a subpoena that Buyer(s) will immediately notify listing brokers of such legal action and will withhold transfer of such information for a reasonable period to allow listing broker or Seller to respond to the court to assert Seller's rights.

Buyer(s) further agrees not to speak to any customers, vendors, employees, associates/non-associates of the business and to make all initial contacts through Keller Williams Realty.

Purchasers hereby acknowledge receipt of a copy of this Agreement.

****DO NOT TALK TO OR APPROACH THE OWNER OR EMPLOYEES****

Date: _____ Signature: _____

Print Name of Prospective Buyer _____

Address _____

Telephone _____ Fax _____

Email: _____

Liquid Funds Available _____

Net Worth _____

Timeframe for Purchase Decision (months): _____