

**Date: 7/19/2019 - BizBen Posting: #237575 - Take Out Restaurant In San Diego Area**

Contact: Christopher Shin at 858-750-5966, 858-268-1177 if you have any questions about this NDA or posting.

Instructions: Complete all the information below before emailing it back to: [chris.d.shin@gmail.com](mailto:chris.d.shin@gmail.com).

Your email subject to Christopher Shin should read: NDA For Your Take Out Restaurant In San Diego Area.

Your Name: \_\_\_\_\_ Your Phone: \_\_\_\_\_ Your Email: \_\_\_\_\_

## **NON-DISCLOSURE AGREEMENT**

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Our agreement with the Seller requires that we obtain a **None-Disclosure Agreement (Agreement)** before disclosing certain information about his/her business and/or real estate. This information must be kept confidential.

In consideration of **KAREIC Real Estate & Investment (Broker)** providing the information on certain businesses and/or real estate for sale, I/we understand and agree:

1.
  - (a) That any financial information provided is sensitive and confidential, and that its disclosure to others may be damaging to the business and its owners. I/we agree that any information supplied is to be returned to Broker or Seller upon request.
  - (b) Not to disclose, for a period of three years from date I/we sign this Agreement, any information regarding the business to any other person who has not also signed this Agreement except to secure the advice and recommendations of my business advisor (accountants, attorneys, etc.). "Information" as used in this Agreement shall include the fact that the businesses are for sale, plus any other data provided.
  - (c) Not to contact the business owners or their Landlords, employees, suppliers or customers except through Broker. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of any business or real estate presented by the Broker will be conducted exclusively through the Broker.
  - (d) Not to circumvent or interfere with Broker's contract with the Seller in any way. I/we understand that if we interfere with Broker's contract right to its fee from Seller, I/we may be personally liable to Broker for payment of the Sellers' fee. We understand that I/we become a manager or otherwise connected with any of the businesses disclosed to me/us then a fee will be due Broker. I/we understand that if I/we make the purchase through Broker, I/we will not be liable for the fee to be paid by Seller to Broker.
2. That all information regarding businesses or real estate for sale is provided by the Seller or other sources and is not necessarily verified in any way by Broker. Broker has no knowledge of the accuracy of said information and makes no warranty, express or implied, as to the accuracy of such information. I/we agree that Broker is not responsible for accuracy of any other the information I/we receive, and I/we agree to indemnify and hold Broker and its agents harmless from any claims or damages which may occur by reason of the inaccuracy or incompleteness of any information provided to me/us with respect to any business I/we might purchase.

I/we acknowledge that I/we have received an exact copy of this Agreement and that I/we have read this Agreement carefully and fully understand it.

**Buyer X (Signature)** \_\_\_\_\_ **Date** \_\_\_\_\_

**(Print Name)** \_\_\_\_\_

**Real Estate Broker (Frim)** \_\_\_\_\_ **DRE Lic. #** \_\_\_\_\_

**By (Agent)** \_\_\_\_\_ **DRE Lic. #** \_\_\_\_\_ **Date** \_\_\_\_/\_\_\_\_/2018

**Name of Business (DBA)** \_\_\_\_\_

**Business Address** \_\_\_\_\_

\*Please enter business description above, sign and date, and fax back to **858-268-0277** or email to [chris.d.shin@gmail.com](mailto:chris.d.shin@gmail.com).