

Date: 7/21/2019 - BizBen Posting: #239922 - Arco AMPM Gas Station With Car Wash In Riverside

Contact: Nick Fahed at 951-277-2630 if you have any questions about this NDA or posting.

Instructions: Complete all the information below before emailing it back to: nickfahed@gmail.com.

Your email subject to Nick Fahed should read: NDA For Your Arco AMPM Gas Station With Car Wash In Riverside.

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



### Nick Fahed Group

AKA Naser Abdallat  
Hall Of Fame Winner, 07, 08, 09 &  
Sapphire Medallion Winner  
Executive Office | Board Member  
Tel 951-667-2202 Fax 951-667-2203  
Email: nick@91fwy.com

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### Buyer Information Sheet

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Home Tel #: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Price Range From \$\_\_\_\_\_ Up To \$\_\_\_\_\_

Type of Business you're looking for: \_\_\_\_\_

Cash On Hand \$\_\_\_\_\_ Other Cash \$\_\_\_\_\_ (explain): \_\_\_\_\_

Time Frame to Buy a Business \_\_\_\_\_

DL #: \_\_\_\_\_ Please Fax a copy Of the DL or the ID

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

Client Source \_\_\_\_\_

*NO REPRESENTATIVE OR RECOMMENDATION IS MADE BY Naser Abdallat, "Nick Fahed Group" Or Jousting, Inc. AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX COSEQUENCES OF THIS PROPOSAL OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS TRANSACTION.IT IS TO BE UNDERSTOOD THAT AGENTS MAKE NO WARRANTIES OF THE PROFITABILITY OF THE BUSINESS, OF THE LIKELIHOOD OF ANY SUCCESS OR FAILURE OF THIS BUSINESS VENTURE. THE PROSPECTIVE BUYER AND SELLER IS HEREBY ADVISED TO MONITOR AND STUDY THE BUSINESS, LAND, SOILS AND THE USE OF THE LAND, AND THE PROFITABILITY ASPECTS OF SUCH VENTURE. THE PROSPECTIVE BUYER, SELLER, DOES HEREBY ACKNOWLEDGE, PROMISES AND COVENANT THAT ANY INFORMATION PROVIDED BY THE AGENTS INCLUDING, BUT NOT LIMITED TO, LOCATION, SALES, RENTS, BOOKS AND RECORDS, AND ANY INFORMATION REGARDING THE BUSINESS, OR THE LAND SHOULD BE COMPLETELY CONFIDENTIAL, AND THAT DISCLOSING OF SUCH INFORMATION SHALL BE ABREACH OF THIS AGREEMENT AND SUBJECT ALL PARTIES TO PAYMENT OF LIQUIDATED DAMAGES TO AGENTS.*

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### AGREEMENT

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN (Nick Fahed Group AKA Naser Abdallat ) IN It's CAPACITY AS A REPRESENTATIVE OF Jousting Real Estate ,Jousting Inc. HEREBY REFERRED TO AS "AGENT" ON THE ONE HAND AND \_\_\_\_\_ HEREBY REFERRED TO AS "THE PROSPECTIVE BUYER".

**THE PARTIES DO HEREBY REFER TO THE RECITALS OF FACTS ABOVE AND INCORPORATE THE SAME TO THE TERMS OF THIS AGREEMENT:**

A. **DUTIES OF AGENT:** *It is hereby understood and agreed that the sole and only consideration for agent earning the commission referred to hereafter is to make the connection between The Prospective Buyer, and the Seller. AGENT has no other duties either EXPRESS OR IMPLIED.*

Buyers Initials ( ) ( )

B. **WARRANTIES:** *It is to be understood that AGENT make no warranties of the profitability of the business, or the likelihood of any success or failure of this business venture. The Prospective Buyer is hereby advised to monitor and study the business books , record, lease ,tax record , sales , environment, building construction, soils ,drainage or other such matters AGENT ADVISED BUYER TO SELECT AN EXPERTS TO ANY OF THE ABOVE .*

Buyers Initials ( ) ( )

C. **CONFIDENTIAL INFORMATION:** *The Prospective, Buyer does hereby acknowledge, promises and covenants that any information provided by the AGENT including, but not limited to, location, sales, rents, books and records, and any information regarding the Business should be completely confidential, and that disclosing of such information shall be a violation of this agreement and subject the prospective purchaser to payment of liquidated damages to AGENT.*

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D. **AMOUNT OF COMMISSION:** *The Amount of commission is paid by the seller And it is included in the purchase price that is offered to seller ,In the event that the oil company elect to use it's first right of refusal seller agreed to pay agent his commission the same as specified.*

Buyers Initials ( ) ( )

E. **LIQUIDATED DAMAGES:** *IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT THAT BUYER OR SELLER BREACHS ANY CONDITION OR TERM OF THE (ESCROW, PURCHASE AGREEMENT, OR THIS AGREEMENT) RESULTING IN A FAILUER TO CLOSE ESCROW OR CANCELLATION OF ESCROW THE DEFAULTED PARTY BECOMES OBLIGATED TO AGENT FOR LIQUIDATED DAMAGES IN THE AMOUNT NOT LESS TO THE 5% OF THE PURCHASE.*

Buyers Initials ( ) ( )

F. **ATTEMPT TO AVOID PAYMENT OF COMMISSION:** *This Clause is inserted by the parties to this agreement in an effort to avoid a situation where The Prospective, buyer might seek the services of AGENT in the connection process with the seller, and thereafter, the employment of any manipulative manner or person for the purpose of avoiding payment of commission by the way of executing the purchase or buyer agreement with seller using an agent, relative, friend, or any other person or entity acting under the direction of the prospective purchaser, i.e. Buyer. Therefore, i.e. promises to pay the commission due, should the purchase or the agreement be executed by any one or any entity acting on behalf of such purchase, or under his or her direction.*

Buyers Initials ( ) ( )

G. **MODIFICATION BY WRITING:** *It is agreed and understood that any changes or modifications to this agreement are invalid, and not binding on either party, UNLESS done in writing signed by all interested parties to this agreement it is further agreed that this agreement shall be in full force on the buyer for the period of 2 years from acceptance date bellow.*

Buyers Initials ( ) ( )

H. **ATTORNEY'S FEES:** *In the event that this agreement becomes an issue in any legal dispute, the prevailing party shall be awarded its attorney's fees against the other party.*

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Buyers Initial ( ) ( )

*IN WITNESS WHEREOF, the parties have executed and fully understood this agreement on*

*This \_\_\_\_\_ day of \_\_\_\_\_, 2010.*

By: Jousting Inc (Nick Fahed Group)

Signature: -----

PROSPECTIVE BUYERS, I.E.:

Name: -----

Address -----

Signature: -----

Addresses of Agreed On Locations to Be Part of This Agreement:

- 1. .... ( )
- 2. .... ( )
- 3. .... ( )
- 4. .... ( )