Thursday, November 15, 2018
NDA For BizBen.com Posting #242195
Profitable Clothing Franchise - Peninsula SF Bay Area
Directions: Please Print Out This NDA And Return To:
Fax To: M. Nikoo at 408-246-2219
Problems/Questions? Call M. Nikoo at 650-400-4478

Business Team
Information and Agreement for Business Buyers and Sellers

Business Name **BTI #**

FOR BUYERS AND SELLERS

DUAL AGENCY

When Business Team represents a business for sale, it is the agent for the seller and, in most cases it is also the agent for the buyer, even though buyer and seller are often represented by different Business Team agents. This creates a *dual agency* in that the broker, *Business Team, is an agent for and represents both parties.* By signing below, you agree to dual agency representation.

FOR SELLERS

When we meet with a buyer, we usually obtain information about his back ground, available cash, etc. It is important for you as a seller to understand that Business Team does not investigate or verify this information, nor do we make any guarantees about the buyer's future success with the business. If you agree to finance part of the purchase price, you must make that decision based on your own investigation and judgment.

FOR BUYERS

When we agree to market a business. we usually receive information about that business from the owner such as profit and loss statements, tax returns, leases, equipment lists, etc. Based on this information. we put together a description of the business, which may include owner cash flow projections. It is important that you understand that we at Business Team do not audit financial information given to us nor do we in any way guarantee future business performance. The same is true for any of the information provided to you. Once you and the owner of the business have reached an agreement on price and terms, you will have an opportunity to examine the business and its records and we encourage you to bring in at that time any professional advisor you believe can help in confirming the accuracy of the information provided.

CONFIDENTIALITY AGREEMENT/ACKNOWLEDGEMENT OF INTRODUCTION

A business may be harmed if it becomes known prematurely that it is for sale. By signing below you agree: 1) not to tell anyone except the professional advisors who may be helping you with your investigation about the business being for sale; 2) not to disclose any proprietary information and, if you decide not to pursue the business, to immediately return, without making copies or summaries, of proprietary information; 3) that Business Team is responsible for introducing the business to you and to conduct all inquiries through Business Team and 4) not to contact or enter into an agreement with the seller except through Business Team. You agree not to interfere in any way with our ability to collect our fee from the seller. You understand that the seller is a party to this agreement and is entitled to enforce any breach of confidentiality.

MEDIATION

All parties to this agreement agree to mediate any dispute prior to initiating arbitration or litigation. Any party that fails to demand and participate in mediation prior to filing any complaint or demand for arbitration waives their right to attorneys' fees. The venue shall be the County in which the Business Team listing office is located.

For Business Owner
Receipt Acknowledged

Signature Date

Print Name

BT Associate Date

For Prospective Business Buyer
Receipt Acknowledged

Signature Date

Print Name

Address City

State Zip Phone #

BT Associate Date

Rev. 6/07 Office ☐ Listing Agent ☐ Sales Associate ☐ Client ☐