

Date: 7/18/2019 - BizBen Posting: #246319 - 7 Eleven Store In Monterey Peninsula

Contact: Lance Strauss at 831-625-5581 if you have any questions about this NDA or posting.

Instructions: Complete all the information below before emailing it back to: info@carmelbizsales.com.

Your email subject to Lance Strauss should read: NDA For Your 7 Eleven Store In Monterey Peninsula.

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



**BUYER'S ACKNOWLEDGEMENT OF INTRODUCTION AND CONFIDENTIALITY AGREEMENT**

The undersigned, individually and on behalf of any affiliated prospective buyer, acknowledges being first introduced to any business identified herein by any and all agents of Monterey Bay Business Brokers ("Broker") a California company licensed by the California Bureau of Real Estate CalBRE #01970708 d.b.a. Carmel Business Sales, Santa Cruz Business Brokers, and Coastal Boutique Hotels. The undersigned requests information relating to one or more business and/or commercial real property (any such, a "Business") for sale or lease by an owner ("Seller") and offered by Broker. Such information shall be provided to the undersigned for the sole purpose of entering into discussions with the Seller of the Business for the possible purchase or lease by the undersigned of all or part of the stock, assets or property of the Business. As used herein, the term "Buyer" means the undersigned and any partnership, corporation, individual, or other entity with which the undersigned is affiliated. "Agreement" means this agreement. The undersigned agrees as follows:

**1. NON-DISCLOSURE OF INFORMATION:** The undersigned acknowledges that Seller desires to maintain the confidentiality of the information disclosed. The undersigned agrees not to disclose or permit access to any Confidential Information without the prior written consent of the Seller, to anyone other than Buyer or Buyer's representatives, including without limitation, Buyer's employees, agents, brokers, professional advisors, consultants, affiliates, directors, officers, partners, shareholders, legal counsel, accountants, lenders or advisors (any of which, a "Representative") to whom disclosure or access is necessary for Buyer to evaluate the Business, and then only if any such Representative understands and agrees to maintain the confidentiality of such Confidential Information. The undersigned shall be responsible for any breach of this Agreement by Buyer's Representatives, and neither Buyer nor Buyer's Representatives shall use or permit the use of Confidential Information in any manner whatsoever, except as may be required for Buyer to evaluate the Business or as may be required by legal process. If the Buyer does not purchase or lease the Business, Buyer, at the close of negotiations, will destroy or return to Broker all information provided to Buyer and will not retain any copy, reproduction, or record thereof.

**2. CONFIDENTIAL INFORMATION:** "Confidential Information" shall mean all information provided to Buyer or Buyer's Representatives in whatever form or by whatever medium or mode, including the fact that the Business is for sale, all financial, production, marketing and pricing information, business methods, business manuals, manufacturing procedures, correspondence, processes, data contracts, customer lists, employee lists and any other information whether written, oral or otherwise made known to Buyer: (a) from any inspection, examination, or other review of the books, records assets, liabilities, processes, or production methods of Seller; (b) from communication with Seller or Seller's directors, officers, employees, agents, suppliers, customers or representatives; (c) during visits to the Business, or (d) through disclosure or discovery in any other manner. However, Confidential Information does not include any information which is readily available and known to the public.

**3. DISCLAIMER OF BROKER'S LIABILITY; BUYER'S RESPONSIBILITY:** Based on information provided by the Seller, Broker may prepare a summary description of the Business which may include financial projections, an adjusted income statement, or a Seller discretionary cash flow statement. Broker may provide other information obtained from Seller. Buyer acknowledges and understands that the Broker does not audit or verify any information given to Broker or make any warranty or representation as to its accuracy or completeness, nor in any way guarantee future business performance. Any financial projections or pro forma financial statements should be considered speculative. Buyer is solely responsible to examine and investigate the Business, its assets, liabilities, financial statements, tax returns, and any other facts which might influence Buyer's decision to purchase or the price Buyer is willing to pay. Buyer will use Buyer's own independent judgment in assessing the information and understands and acknowledges that the Broker is not making any representations or warranties of any kind whatsoever, express or implied, oral or written, as to the truth, accuracy or completeness of the information. Any decision by Buyer to purchase the Business shall be based solely on Buyer's own investigation and that of Buyer's legal, financial, tax or other advisors. **Broker STRONGLY URGES Buyer to obtain independent professional legal, financial, tax and any other professional advice (e.g. appraiser, inspector, geologist, structural engineer, surveyor, etc.) necessary to make Buyer's own independent judgment about the Business.**

**4. NON-CIRCUMVENTION:** Buyer or Buyer's Representatives shall conduct all inquiries into and discussions about the Business through Broker and shall not directly contact the Seller or the Seller's representatives. Should Buyer purchase or lease all or part of the stock or assets of Business, acquire any interest in, or become affiliated in any capacity with the Business without Broker's participation, in any way that interferes with Broker's right to a fee or commission due from Seller, Buyer shall be liable to Broker and/or cooperating broker for such a fee or commission and any other damages including reasonable attorney's fees and costs.

**5. AGREEMENT TO USE SERVICES OF BROKER:** In the event that Buyer desires to purchase any Business offered by Broker or introduced to Buyer pursuant to this Agreement, Buyer agrees that Broker shall represent the Buyer in the transaction. Buyer acknowledges and agrees to the dual representation of both Seller and Buyer by Broker, and hereby acknowledges that Broker has explained its duties and obligations owed to both Buyer and Seller as a dual agent representing both parties. Buyer agrees to pay any attorney's fees and costs incurred by Broker in enforcing this Agreement. The foregoing does not restrict Buyer from obtaining professional advice from any other licensed broker, at Buyer's sole cost; Broker and Seller will pay no fee to such other broker.

**6. FURTHER TERMS: Buyer and Buyer's Representatives will not contact Seller's employees, customers, landlords or suppliers without Seller's consent.** For three years, Buyer shall not directly or indirectly solicit for employment any employees of Seller. Seller is specifically intended to be a beneficiary of the duties and obligation of this Agreement and may prosecute any action at law or in equity necessary to enforce its terms and conditions as though a party hereto. Seller may assign its rights under this Agreement to any new ownership of Business. This Agreement can only be modified in writing, signed by both Broker and Buyer. Waiver of any breach of this Agreement shall not be a waiver of any subsequent breach. This Agreement supersedes all prior understandings or agreements between the parties with respect to its subject matter. This Agreement shall be construed under and governed by the laws of the State of California. If Buyer is a corporation, partnership, or other such entity, the undersigned executes this Agreement on behalf of said entity and warrants that he/she is duly authorized to do so. **The undersigned acknowledges receipt of a fully completed copy of the Agreement.**

_____ Signature	_____ Date	_____ Mobile Phone	_____ Home Phone
_____ Print Name	_____ Company	_____ Business Phone	_____ Fax Number
_____ Street Address		_____ Email (Please Print Clearly)	
_____ City	_____ State	_____ Zip Code	_____ Attention (Broker Representative)

To fully accommodate your request, ALL of the above areas must be completed and please *remember to sign the Agreement*.  
E-mail to [info@carmelbizsales.com](mailto:info@carmelbizsales.com) or Fax to (831) 625-2057.