

Date: 6/15/2019 - BizBen Posting: #246799 - Subway Sandwich Franchise In Sacramento

Contact: Tricia Bernhardt at 916-482-7979 if you have any questions about this NDA or posting.

Instructions: Complete all the information below before emailing it back to: tricia@RESTX.inbox01.com.

Your email subject to Tricia Bernhardt should read: NDA For Your Subway Sandwich Franchise In Sacramento.

Your Name: _____ Your Phone: _____ Your Email: _____



www.RestX.com

725 30th Street, Suite 202
Sacramento, CA 95816
916-482-7799 fax
Tricia@RestX.com

916-482-7979 Phone
916-482-7799 Fax

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Buyer Registration & Profile

Thank you for contacting Restaurant eXchange. Completing this "profile" is the first step toward finding a restaurant or related business opportunity or location. The profile helps us to focus on your search criteria and find possible matches within our inventory, both now and in the future.

We need to understand your interests, experience, and available resources so that we provide information on opportunities that make sense for you. We save this information within our confidential database so that we can let you know when we have new opportunities for your consideration. The information you provided to us is not shared with any party outside of Restaurant eXchange. In general, we do not ask for your credit report, proof of funds, or personal financial statement until further into the process of helping you purchase or lease a specific business or property, but you should be aware that this information will be needed in order to complete a transaction. Please be reasonably accurate about your resources so that we don't spend time on the wrong opportunity.

Finally, all persons involved in the evaluation of the opportunities must sign the Confidentiality Agreement included in this registration.

Contact Information

Name(s) _____

Mailing Address _____

City _____ State _____ Zip Code _____

Phone Numbers- Work _____ Home _____ Cell _____

FAX Number _____ Call first? _____ Email Address _____

Best way to contact? _____ Is your search Confidential? _____

How did you find out about Restaurant eXchange? _____

Will other people be involved in your search and decision? _____

Please identify any Partners or Investors _____

Please identify any known Advisors _____

Target Criteria

Check any and all options that you would consider for each of the following sections.

1. General Concept

- | | | |
|--|--|---|
| <input type="checkbox"/> Fast Food / Take Out / Drive thru | <input type="checkbox"/> Coffee House | <input type="checkbox"/> Bar / Club |
| <input type="checkbox"/> Quick Casual / Limited Service | <input type="checkbox"/> Deli / Cafe / Limited Cooking | <input type="checkbox"/> Microbrewery |
| <input type="checkbox"/> Full Table Service | <input type="checkbox"/> Coffeeshop / Diner | <input type="checkbox"/> Catering / Mobile |
| <input type="checkbox"/> Bakery / Bread / Desserts | <input type="checkbox"/> Bistro / Grill / Dinner House | <input type="checkbox"/> Wholesale Products |
| <input type="checkbox"/> Ice Cream / Yogurt / Smoothie | <input type="checkbox"/> Buffet Style | <input type="checkbox"/> Market/ Retail Items |

2. Type of Cuisine

- | | | |
|--|---|---|
| <input type="checkbox"/> American | <input type="checkbox"/> Mexican & Latin | <input type="checkbox"/> BBQ / Burgers |
| <input type="checkbox"/> Asian | <input type="checkbox"/> Indian | <input type="checkbox"/> Steaks & Chops |
| <input type="checkbox"/> Creative / CA Cuisine | <input type="checkbox"/> Italian & Pizza | <input type="checkbox"/> Seafood / Sushi |
| <input type="checkbox"/> European / French etc | <input type="checkbox"/> Mediterranean / Mid East | <input type="checkbox"/> Vegetarian / Other |

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Target Criteria - continued

3. Location

- | | | |
|---|--|---|
| <input type="checkbox"/> Sacramento Metro Area | <input type="checkbox"/> Roseville / Placer / East I80 | <input type="checkbox"/> Yuba / Marysville / Chico |
| <input type="checkbox"/> Sacramento Downtown / Midtown | <input type="checkbox"/> Yolo / Davis / Woodland | <input type="checkbox"/> Nevada County |
| <input type="checkbox"/> South Sacramento / Elk Grove | <input type="checkbox"/> Solano County | <input type="checkbox"/> Gold Country / Sierras / Tahoe |
| <input type="checkbox"/> Folsom / Eld Hills / East Hwy 50 | <input type="checkbox"/> San Joaquin County | <input type="checkbox"/> Napa / Sonoma / Wine Country |

Specific Location: _____

4. Facility

- | | | |
|--|---|--|
| <input type="checkbox"/> Small (< 2,000 sq.ft.) | <input type="checkbox"/> Large (> 5,000 sq.ft.) | <input type="checkbox"/> Freestanding Building |
| <input type="checkbox"/> Medium (2,000 - 5,000 sq.ft.) | <input type="checkbox"/> Drive-thru / Take Out | <input type="checkbox"/> Wholesale Prep / Kitchen Only |

5. Other Information (Circle or Mark)

- | | | | |
|---|--------------------------------------|--------------------------------------|--------------------------------|
| <input type="checkbox"/> Are you interested in Conversion or Closed locations? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Maybe |
| <input type="checkbox"/> Are you interested in multiple locations? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Maybe |
| <input type="checkbox"/> Are you interested in shopping mall locations? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Maybe |
| <input type="checkbox"/> Are you interested in franchise businesses? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Maybe |
| <input type="checkbox"/> Are you interested in buying the real property / building? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Maybe |
| <input type="checkbox"/> Are you interested in waterfront or resort locations? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Maybe |
| <input type="checkbox"/> Are you able to relocate for the right opportunity? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Maybe |
| <input type="checkbox"/> Will you need an Alcoholic Beverage Control (ABC) license? | <input type="checkbox"/> No | <input type="checkbox"/> Optional | |
| | <input type="checkbox"/> Beer & Wine | <input type="checkbox"/> Full Liquor | |
| <input type="checkbox"/> Do your plans include dancing, entertainment, or events? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Maybe |

Businesses Owned (of any type, past and present) _____

Work Experience & Education _____

Not including seller or bank financing, what amount of cash do you have available for the "right project"? (Includes down payment, closing costs, & working capital) Choose the highest amount that applies:

- | | | | | |
|-------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--|
| <input type="checkbox"/> ≤ \$25,000 | <input type="checkbox"/> ≤ \$75,000 | <input type="checkbox"/> ≤ \$150,000 | <input type="checkbox"/> ≤ \$250,000 | <input type="checkbox"/> ≤ \$500,000 |
| <input type="checkbox"/> ≤ \$50,000 | <input type="checkbox"/> ≤ \$100,000 | <input type="checkbox"/> ≤ \$200,000 | <input type="checkbox"/> ≤ \$300,000 | <input type="checkbox"/> ≤ \$1,000,000 |

Source of Funds:

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> Own Resources | <input type="checkbox"/> Business Partners | <input type="checkbox"/> Employer / Company | <input type="checkbox"/> SBA / Bank Financing |
| <input type="checkbox"/> Family Members | <input type="checkbox"/> Private Investors | <input type="checkbox"/> Real Estate Equity | <input type="checkbox"/> Credit Lines / Cards |

Please include any other information you want us to know about you or your plans: _____

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Confidentiality Agreement

In order to protect the value and goodwill of a business as a "going concern", the sale should be a confidential process. This benefits you as the eventual Owner, as well as the Seller, by maintaining the important relationships with customers, employees, suppliers, and competitors. When the sale is kept confidential, operations can continue smoothly and an effective transition to the new owner as more likely to take place. Sellers expect Restaurant eXchange to use discretion and judgment in the release of sensitive business information. Before we can share names, locations and detailed information with You, the prospective Buyer, You must agree to the following terms:

- All decision makers, potential owners, or business partners must agree to execute (sign) and be bound by the terms of this Agreement. If someone else has a need to know in order to help you evaluate the opportunity, he/she must also agree to sign and honor the terms of this Agreement.
- Any information the Seller or Broker provides to you about the business, except that which is common or public knowledge, cannot be disclosed to any outside party including advisors, friends & relatives, unless they have signed this Agreement. You must provide Restaurant eXchange with the Agreement(s) signed by others involved.
- The fact that a business is "on the market" is confidential information unless a public sign is posted, the specific name and address are listed in public marketing sites, or the Broker specifically states that a particular sale is "not confidential". You must consider the sale to be confidential until told otherwise by Broker.
- Unless disclosed otherwise, you acknowledge that you first learned of a business' availability through communication with Restaurant eXchange or its Agents.
- You agree to conduct all communication with the businesses through Restaurant eXchange. Under no circumstances should you, or anyone involved in your search or transaction, directly contact the owners, employees, landlord, suppliers, customers, or neighboring tenants of a business unless specifically authorized to do so by Restaurant eXchange.
- If you are purchasing a franchise, you must get permission from Broker before disclosing the actual franchise location being purchased to the Franchisor.
- If you develop an interest in a business, you will be allowed and encouraged to interview the Seller and inspect the assets and facility. These activities normally take place outside of business hours, and must be arranged by advance appointment through Restaurant eXchange.
- You are expected to first visit the business as a "customer" to determine if you have an interest in the business or location before requesting a meeting with the Seller or a tour of the business. If you are visiting from out of the area with limited time, please give Broker advance notice so that a tour or meeting can be arranged for you.
- Any information provided about a business shall be used only for the purpose of evaluating the business for possible acquisition by you or your principal(s). If you or your principal(s) are involved in a similar or competing business, you must disclose this information to Broker prior to receiving business information.
- You shall not make or distribute copies of any documents provided to you about a business being evaluated without permission from Broker. Upon demand by Restaurant eXchange or the Seller of a business, you shall immediately return all documentation about a business to Restaurant eXchange.
- A breach of this Confidentiality Agreement could result in actual financial and operational hardship for a business owner. This may include but not be limited to loss of employees, loss of customers, loss of competitive advantages, or damage to the relationship with Suppliers, a Franchisor, or the Landlord.
- If you breach this agreement, you will no longer be allowed access to information about business opportunities represented by Restaurant eXchange. Furthermore, if you are found responsible for damages to a business, you will be liable for losses and damages incurred by the Seller and Restaurant eXchange, to the extent allowable by Federal and California law, to include legal fees and collection costs.

By reading and acknowledging the points above, you are stating that you understand the terms and agree to be bound by this Confidentiality Agreement.

Print Name

Print Name

Signature

Date

Signature

Date

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Agency

- Completing this Buyer Registration does not create an obligation for you to work exclusively with Restaurant eXchange in your search for a business or a location. Likewise, it does not obligate Restaurant eXchange to locate a business for you to purchase or a location for you to lease. Our main focus is on determining if any of the businesses or properties we are marketing will meet your needs. To help you reach your goal of owning a business, Restaurant eXchange can:
 - Identify appropriate business opportunities or locations for your consideration.
 - Provide you with the information you need to make an educated offer or decision about suitability, to the extent it is available from the Seller, Property Owner, or other sources.
 - Help to structure and negotiate a "deal " that is acceptable to both you and the Seller and/or Property Owner.
 - Use our knowledge and experience to help minimize complications with a transaction and expedite the transfer.
 - Assist you with the lease assignments, new lease negotiations, financing, ABC license transfer, and franchise transfer.
 - Guide you through the escrow process and actions needed to complete the sale and prepare for ownership.
- In the performance of our services, Restaurant eXchange may act as a Seller's Agent, a Buyer's Agent, or a Dual Agent. The duties of an Agent in relation to a Principal (client) are to:
 - Act with utmost care, integrity, honesty and loyalty
 - Exercise skill and care in the performance of services
 - Act honestly and fairly without fraud or deceit, and
 - Disclose all material facts known to the Agent which affect the value or desirability of the property (this relates to facts not readily observable by the parties to the transaction)
- One additional duty applies to a Dual Agent. Per the California Department of Real Estate, "a Dual Agent may not disclose to the Seller that the Buyer is willing to pay more than the Buyer 's written offer to purchase, nor may a Dual Agent disclose to the Buyer that the Seller will take less than that which is set forth in the listing agreement". In other words, the price agreed to between the Buyer and Seller will be an "arm's length" negotiation.
- If you decide to make an offer on a business represented by Restaurant eXchange, we may act as a Dual Agent and represent you in the negotiation and processing of the sale. If we already represent the Seller as the listing Agent, it is not possible for us to represent only the Buyer. Restaurant eXchange is authorized to act as a Dual Agent unless you notify us otherwise.
- Because of confidentiality, advertising methods, and the familiarity and knowledge necessary to communicate the features of a business, dual agency is prevalent ("the norm") in small business sales; however, at any time during a transaction, you may retain another Agent or Advisor to represent you separately. If you are represented by an Agent other than Restaurant eXchange, either now or at any time in the future, you must disclose this immediately, and all communication with Restaurant eXchange, including initial inquiries, should be made through your representative. If you have an Agent at this time, please identify this here:
Name/Company _____ (phone / email) _____
- While our policy is to cooperate with qualified, experienced, and licensed Business Brokers, Restaurant eXchange reserves the right to determine any fee-sharing arrangements on a case-by-case basis. You should be prepared to compensate your representative directly unless Restaurant eXchange has agreed in writing to share compensation with him or her. This should be determined prior to initial communications about any business or location.
- If you are a licensed Agent or Broker, the California Department of Real Estate requires that you disclose this upon initial communications. If you are completing this Registration as an Agent representing a client, please disclose this and identify your client(s) here: _____
- If you are a licensed Agent or Broker registering as a principal (on behalf of yourself), please note this here and we will discuss whether you will represent yourself or have Restaurant eXchange represent you: _____
- If you retain Restaurant eXchange to perform a targeted search on your behalf, we may act as a Buyer's Agent. We may also represent you as a Buyer if you have separately identified a business to purchase and desire our help with completing the transaction. Terms of compensation will be discussed and separately documented in this case.

Print Name

Print Name

Signature

Date

Signature

Date

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Fees

Restaurant eXchange is normally compensated by the Seller from sale proceeds. A Seller of a business marketed by Restaurant eXchange has signed a Representation Agreement that provides for a success fee. It can be a percentage of the price, or a fixed amount. As the Buyer, you are not liable for a brokerage fee unless one of the following applies:

- You sign a specific retainer or compensation agreement with Restaurant eXchange (Buyer Agreement for example)
- You choose to retain and compensate a separate Agent who is not disclosed and representing you at initial inquiries
- You choose to retain and compensate a separate Agent that is not recognized as a qualified and experienced Business Broker or transaction professional by Restaurant eXchange
- You default on a Purchase Agreement without cause, in which case you could be liable for escrow fees, brokerage fees, and damages to the Seller
- It is determined that your breach of the Confidentially Agreement resulted in loss of brokerage income

It should be separately noted that you are responsible for paying your advisors, including accountants, attorneys, inspectors, contractors, etc....

Transaction Costs

Although the brokerage fee is not typically an expense to you as the Buyer, there are other costs associated with creating, purchasing, and operating a business. These vary widely depending on the business and location, so please discuss this with Restaurant eXchange or your representative prior to making an offer on any business or location. We can help you to estimate potential transaction costs, but it will be your responsibility to research and verify these costs to the extent it is important to you. A due diligence period can provide time to research if this need is identified. Typical costs include but are not limited to escrow fees, lease and insurance deposits, licenses and permits, sales tax on certain assets, and franchise transfer or training fees. It should be especially noted that modifying facilities and changing the use of a space or the nature of a business may result in government compliance issues and fees (For example: Environmental Health Department and Building Department permits and inspections, and possibly architectural, engineering, and contractors' fees).

Disclaimer

- Information presented about the business opportunities or properties has been provided by the Seller or Landlord unless other sources are identified. Financial statements and other representations have not been verified by Restaurant eXchange.
- While they can be useful, historical financial statements, future projections, and industry benchmarks should not be considered a predictor or guarantee of future sales or profitability.
- An offer to purchase should be based on the information as represented by the Seller, along with your own knowledge and judgment as it relates to the business opportunity. If you enter into an Agreement to purchase a business, you will have the opportunity and the responsibility to verify any and all information you are relying upon. This "due diligence" period is a standard condition of sale.
- While Restaurant eXchange can provide justification for an offering price and other guidance relating to valuation formulas or comparables, you must form your own opinion as to the worth, suitability, and potential of any business or location.
- While many standard documents used in a sale or lease are available from Restaurant eXchange or an escrow service, Restaurant eXchange is not qualified to give legal, accounting or tax advice, or create nonstandard documents. Clients are encouraged to use professional advisors on matters requiring this type of expertise. Referrals are available upon request.

Language & Clarification

If English is not your primary language, you are unfamiliar with the terminology used, or you generally are unable to understand the information being presented, now or at any time during your communications with Restaurant eXchange or its Agents, it is your responsibility to ask for immediate clarification. It is also your responsibility to provide an interpreter if needed. Unless you tell us otherwise, we will believe that you completely understand what we tell you verbally and provide to you in writing. If you require an interpreter, please let us know: (Name/ph#)_____

Print Name

Print Name

Signature

Date

Signature

Date