

Date: 6/17/2019 - BizBen Posting: #249941 - Pool Supply Store In San Fernando Valley, LA Area

Contact: Moshe Gideon at 818-674-8434 if you have any questions about this NDA or posting.

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

Your email subject to Moshe Gideon should read: NDA For Your Pool Supply Store In San Fernando Valley, LA Area.

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



BUYER INFORMATION SHEET

Name: _____ Phone #: _____ Date: _____

Thank you for inquiring about the business for sale. To provide you with the most efficient service in your search for a business to own, please provide us with the following information:

1. The accompanying non-disclosure agreement needs to be completed by filling in the information where there is an "x" and at the bottom of the page, then sign and date it AND fax this page and the completed agreement to me at **1-562-446-0104** or scan and e-mail it to **kismetrei@earthlink.net**.

2. Also return this sheet with your answers to the following questions to help us locate the business you are looking for:

A. When you purchase a business, what geographical areas are acceptable to you? (Example: Los Angeles County, Orange County, Southern Calif., San Fernando Valley, or 50 miles from my home.)

() Check here if you would be willing to relocate if the opportunity was good enough.

B. What types or kinds of businesses are you interested in?

C. What is the minimum NET PROFIT (what you put into your pocket and bank account after paying all bills) that a business needs to be making to be of interest to you? We won't send you information on businesses that are below this amount.

\$ _____

OR () I am only concerned about it's potential to make income. Show me everything.

D. When you find a business that you want to buy, how much do you have available for the cash down? This **must** be the dollar amount, not a percentage. We will not send you information about businesses that require a higher down payment than this amount.

\$ _____

Sincerely,
Willard Michlin
Broker – Kismet Business Brokers
Phone 1-800-864-0420 <> Fax: 1-562-446-0104
email: broker@kismetbusinessbrokers.com
web: www.kismetbusinessbrokers.com

P. O. Box 2734, Seal Beach, CA 90740-2734

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



BUYER'S ACKNOWLEDGMENT OF INTRODUCTION AND CONFIDENTIALITY AGREEMENT

The undersigned, individually and on behalf of any affiliated prospective buyer, acknowledges being first introduced to the business identified herein by Kismet Business Brokers (Broker"). The undersigned requests information relating to the following business: _____ + any other businesses shown

("Business"). Such information shall be provided to the undersigned for the sole purpose of entering into discussions with Seller ("Seller") of said Business for the possible purchase by the undersigned of all or part of the stock or assets of the Business. As used herein, the term Buyer ("Buyer") applies to the undersigned and any partnership, corporation, individual, or other entity with which the undersigned is affiliated. 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 with Broker not to disclose or permit access to any Confidential Information without the prior written consent of Seller, to anyone other than Buyer's employees, legal counsel, accountants, lenders or other agents or advisors to whom disclosure or access is necessary for Buyer to evaluate the Business. Disclosure of Confidential Information shall be made to these parties only in connection with the potential acquisition of the Business, and then only if these parties understand and agree to maintain the confidentiality of such Confidential Information. The undersigned shall be responsible for any breach of this Agreement by these parties, and neither Buyer nor these parties 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 the Business, Buyer, at the close of negotiations, will destroy or return to Broker (at Broker's option) all information provided to Buyer and will not retain any copy, reproduction, or record thereof.

2. DEFINITION OF "CONFIDENTIAL INFORMATION": The term "Confidential Information" shall mean all information, 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 know 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 its directors, officers, employees, agents, suppliers, customers or representatives; (c) during visits to Seller's premises, 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 AND BUYER'S RESPONSIBILITY: When business brokers take a business to market they receive information about the business from the seller, usually including but not limited to tax returns, financial statements, equipment lists and facilities leases. Based on information provided by the Seller, brokers often prepare a summary description of the business which may include a cash flow projection, an adjusted income statement, or a seller discretionary cash flow statement. Buyer 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. 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. Any decision by Buyer to purchase the Business shall be based solely on Buyer's own investigation and that of Buyer's legal, tax and other advisors. **Broker urges Buyer to obtain independent legal and tax counsel.**

4. NON-CIRCUMVENTION AGREEMENT: The Seller has entered into an agreement providing that Seller shall pay a fee to listing broker if during the term of that agreement or up to twenty-four months thereafter, the Business is transferred to a buyer introduced by listing broker or a cooperating broker. Buyer shall conduct all inquiries into and discussions about the Business solely through Broker and shall not directly contact the Seller or the Seller's representatives. Should Buyer purchase all or part of the stock or assets of Business, acquire any interest in, or become affiliated in any capacity with Business without Broker's participation, or in any way interfere with Brokers' right to a fee, Buyer shall be liable to listing broker or cooperating broker for such a fee and any other damages including reasonable attorney's fees and costs.

5. FURTHER TERMS: Neither Buyer nor Buyer's agents will 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. Broker may act as a dual agent representing both Buyer and Seller. Seller is specifically intended to be a beneficiary of the duties and obligations 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 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 Buyer and warrants that he/she is duly authorized to do so. **Buyer acknowledges receipt of a fully completed copy of this Agreement.**

Signature _____	Date _____	Name (Please Print) _____	Title _____
Company _____		Business Telephone _____	Fax _____
Street Address _____		Home Telephone _____	
City, State, Zip _____		Broker/Agent (Please Print) _____	Date _____

Email Address: _____