

Date: 7/22/2019 - BizBen Posting: #253189 - Frozen Yogurt Shop In San Diego

Contact: Sean Linch at 619-889-3441, 619-889-3441 if you have any questions about this NDA or posting.

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

Your email subject to Sean Linch should read: NDA For Your Frozen Yogurt Shop In San Diego.

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



[www.buysellsandiego.online](http://www.buysellsandiego.online)

619-889-3441

619-804-7979

[buysellsdonline@gmail.com](mailto:buysellsdonline@gmail.com)

**NON DISCLOSURE AGREEMENT**

The under signed prospective purchaser ("Buyer") hereby requests confidential information, currently and from this time forward, on businesses represented by **SEAN LINCH , DRE BROKER LICENSE ID: 01756732** or affiliated sales persons ("Business Agent"). Buyer hereby acknowledges that Business agent first provided such information to the Buyer. In consideration of Business agent having provided such information, the Buyer hereby agrees:

1. Any information Business Agent provides about a business was obtained directly from the business owner and/or other sources affiliated/appointed by the owner and is not verified by business agent and BUYSELL INC. Business Agent makes no representations , promises, or warranties-express or implied- as to its accuracy or completeness. Buyer is solely responsible for independently investigating all aspects of the business and obtaining any legal, tax or other counsel Buyer deems necessary, prior to purchasing the business. Buyer understands and agrees that BUYSELL INC shall not be liable and accountable for the failure to disclose material information/facts related to the business by the owner or any information that is unknown or inaccessible by BUYSELL INC. Buyer agrees to indemnify and hold BUYSELL INC and its broker/ agent harmless for any claims and damages which may occur in regard to the business that buyer may purchase.
2. Any information Buyer is given about a business, including its availability for acquisition, shall be treated as confidential and proprietary. Buyer shall not disclose, without prior written permission, any such information to any third party except Buyer's representatives/affiliates engaged in evaluating the information, and shall obtain the agreement of such third parties to maintain confidentiality. If Buyer decides not to purchase the business, Buyer shall promptly notify Business Agent of this fact and shall promptly return all documentation without retaining copies, summaries, analyses or extracts. Any unauthorized disclosure shall constitute a material breach of Buyer's duty to the Seller and Business Agent and could result in their seeking recourse against the Buyer. Buyer shall indemnify, defend and hold Business Agent harmless from any liability resulting from such unauthorized disclosure.
3. The Seller of each business about which a Buyer shall be given information by Business Agent has entered into an agreement providing that Seller shall pay a commission fee to BUYSELL INC if, during the term of that agreement or within twenty four months thereafter, the business is transferred to a Buyer introduced by Business Agent and BUYSELL INC. Should Buyer, Buyer's Family Member or anyone with whom Buyer is connected, acquire any interest in or become affiliated in any capacity with such a business, Buyer shall protect BUYSELL INC's right to a commission fee from the Seller.
4. Buyer shall direct all inquiries into and discussion with any business about which Business Agent provides information solely through Business Agent, and shall not directly contact the owner, employees or other representatives of the business except by prior written permission from Business Agent. Buyer(s) agrees that all negotiations are to be disclosed and handled by Broker.
5. If Buyer breaches the terms of this Agreement or in any way interferes with Business Agent's right to the commission fees, Buyer shall be liable for full commission fees and any other damages, including reasonable attorney's fees.
6. Buyer acknowledges that the Business Agent represents the seller in any transaction that ensues regarding the businesses disclosed. -Buyer therefore is responsible to assure that he/she has conducted any and all-due diligence necessary to satisfy him/herself as to the information disclosed by the Business Agent and/or the business disclosed. Nothing herein however relieves the Business Agent of his duty to deal fairly and honestly with both the Buyer and Seller. -Buyer understands that purchasing and owning a business entails risk. Buyer acknowledges that BUYSELL INC has advised buyer to make an independent investigation of the business, the property/premises, lease, financial records and/or any material facts that may affect the business during the buying process. Buyer shall seek legal, tax, insurance, title and other assistance from appropriate professionals. Buyer agrees to take sole accountability and liability in making the decision of purchasing any business and accepts sole responsibility in regard to buyer's own independent analysis, inspection and exploration of the business being purchased. In the event that any litigation shall be entered into between Buyer and Seller, both parties do hold BUYSELL INC and its Broker/Agent free and harmless in connection therewith and will pay any and all costs of Broker arising therefore including reasonable attorney's fees.
7. Buyer Acknowledges receiving a copy of this Agreement.
8. The under signed executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so.

DATE: \_\_\_\_\_  
BUYER'S FULL NAME \_\_\_\_\_ BUYER'S SIGNATURE \_\_\_\_\_

NAMES OF BUYER'S ASSOCIATES AND PARTNERS: \_\_\_\_\_

BUYER'S PHONE # \_\_\_\_\_ EMAIL \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

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**CONFIDENTIAL BUYER PROFILE**

The information that you provide on this page helps us to match you to the business that best suits your needs and interests.

BUYER'S RELATED EXPERIENCE (*Resume May Be Requested*): \_\_\_\_\_

PRESENT OCCUPATION: \_\_\_\_\_

PAST OCCUPATIONS AND/OR SKILLS: \_\_\_\_\_

BUYER'S INVESTMENT INTERESTS (*Attached Acquisition Criteria If Available*): \_\_\_\_\_

SPECIFIC BUSINESS OPPORTUNITY INTERESTS: \_\_\_\_\_

SIZE CRITERIA: \_\_\_\_\_

PREFERRED GEOGRAPHIC LOCATION(S): \_\_\_\_\_

PRICE RANGE: \$ \_\_\_\_\_ DOWN PAYMENT RANGE \$: \_\_\_\_\_

BUYER IS PRESENTLY INTERESTED IN BECOMING: (Circle One)

*OWNER/MANAGER*                      *ABSENTEE OWNER*                      *MINORITY INVESTOR*                      *MAJORITY INVESTOR*

**FINANCIAL POSITION**

NET WORTH EXCEEDS \$ \_\_\_\_\_

CAPITAL AVAILABLE \$ \_\_\_\_\_

DOWN PAYMENT \$ \_\_\_\_\_

MARKETABLE SECURITIES \$ \_\_\_\_\_

REAL ESTATE EQUITY \$ \_\_\_\_\_

OTHER \$ \_\_\_\_\_

TOTAL WORKING CAPITAL/ DOWN PAYMENT \$ \_\_\_\_\_

WILL YOU BE SEEKING FINANCING: (Circle One)    YES.....NO

TYPE OF FINANCING: (Circle One)    SBA.....GIFT.....OTHER (Specify) \_\_\_\_\_

I AM PREPARED TO FURNISH \_\_\_\_\_ YEARS OF TAX RECORDS TO QUALIFY FOR AN SBA AND /OR OTHER TYPE OF LOAN.

CREDIT RATING (Circle One)    POOR    FAIR    GOOD    EXCELLENT    FICO SCORE (If known): \_\_\_\_\_

*I DECLARE THAT THE ABOVE STATEMENTS TO MY KNOWLEDGE ARE CORRECT AND AGREE TO VERIFY UPON ACCEPTED OFFER TO BUY.*

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

