***Real Estate, Restaurant***

 ***& Commercial Listings***

 ***P.O. Box 1607 Wakefield, Ma. 01880***

***Ellesell3@gmail.com*** ***978-902-0350***

 ***Marie Feudo BROKER License# 79342***

 ***NDA***

***Attach completed NDA to email & e-mail back.***

***This contract is legal and binding between the BROKER & BUYER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (& partners, associates hereafter referred to as " BUYER.")***

***UPON MY REQUEST BROKER WILL PROVIDE:
 1. Information pertaining to the location and price of each business listed on the attached pages of this Agreement.
 2. Any and all particulars or services that could ultimately lead to the purchase, or lease, of those businesses or properties listed, or shown below by the BUYER.***

***I UNDERSTAND THAT BROKER REPRESENTS THE INTERESTS OF THE SELLER.
 When a Seller engages the services of a Listing Broker, Seller becomes the BROKER’S client. This means BROKER & his/her subagents, represent the Seller.***

***FOR THESE SERVICES, THE BUYER AGREES:
1. That BROKER is the selling agent for the business properties listed below.***

 ***A. That the BUYER will not in any way attempt to purchase or lease those business properties, or enter into any business transaction with the Seller or landlord, without BROKER.)***

 ***B. That in doing so (1A.) will result in the BUYER being responsible for the commission.
2. That all information and particulars are true to the best of BROKER’S knowledge and are provided by the Seller.***

***3. That the BUYER agrees to indemnify and hold harmless the BROKER for any error or omissions, and all claims or liabilities that may result in connection with information concerning the businesses listed below or the sale thereof.***

***4. That the BUYER will not rely on, or seek, legal advice from BROKER or its’ associates. However, if requested, Broker will refer Buyer to an independent attorney.***

***5. That the BUYER also agrees under no circumstances to enter any property or business presented by BROKER without BROKER being present or BROKER’S explicit consent.***

***6. That the BUYER will not accept the services of any other BROKER regarding the*** ***listings below.***

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***\*7. That the information provided by Broker is Strictly CONFIDENTIAL and the BUYER will not furnish this information to any other prospective BUYER or person other than persons within BUYER’S organization, or independent advisers, who have a need to know such Information for the purpose of evaluating the possible purchase of the Business.***

 ***A. The Information as used herein shall include all verbal and written data, reports, records or materials obtained from the BROKER or the Seller.***

 ***B. If BUYER decides not to pursue the proposed acquisition, BUYER will advise BROKER of this fact and return to BROKER all Information furnished to BUYER without keeping copies of it. BUYER agrees to keep confidential that the Business is for sale. BUYER will not contact the Seller’s employees, customers, suppliers or agents, other than BROKER, for any reason whatsoever without the prior consent of the BROKER. BUYER will not utilize, now or at any time in the future, proprietary Information or trade secrets that are provided in any manner other than to evaluate a possible purchase of the Business or in the future utilize it to enter into or compete with the Business or assist any other party to do so.***

***Following is the listed business shown to BUYER and/or his representatives:***

***BUSINESS LISTING(S) OF INTEREST:1.\*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***Asking Price $\_\_\_\_\_\_\_\_\_***

***2.***

***In the event that the BUYER, relatives, partners and/or associates enter into any business transaction with the SELLER or LANDLORD without the BROKER, should any suit be commenced to enforce the BROKER’S rights herein, in the event the BROKER is successful, the BUYER agrees to pay the expenses connected therewith, including attorney’s fees incurred. BROKER shall be a party to any transaction that develops insofar as the commission is concerned.

 An Escrow Deposit will be required upon the signing of an Offer ($1000.) and Purchase & Sales Agreement (10% of Accepted Offer) and will be held by the BROKER or SELLER’S ATTORNEY in an Escrow Account. Any other arrangement must be agreed to by the BROKER in writing.***

***BUYER’S***

***FINANCIAL RESOURCES***

***Cash on hand (readily available): $\_\_\_\_\_\_\_\_\_\_***

***Value of securities: $\_\_\_\_\_\_\_\_\_\_***

***Equity in real estate: $ \_\_\_\_\_\_\_\_\_\_\_ Amount from family: $\_\_\_\_\_\_\_\_\_\_\_***

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***I/WE the undersigned prospective BUYER’S have read this document and hereby acknowledge having been first referred and shown the above listed businesses by BROKER. Receipt of a copy of this Agreement is hereby acknowledged, and its terms clearly understood. This agreement shall be governed by the laws of the Commonwealth of Massachusetts.***

***BUYER’S Name (PRINT): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***# Home Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***ZIP: \_\_\_\_\_\_\_\_\_\_\_\_\_***

***Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***E-mail\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***Main Interest:
\_\_\_ Working Owner \_\_\_ Investor \_\_\_ Other (explain)***

***Please briefly describe:***

***\*Your experience:***

***Your Concept and/or Vision:***

***BUYER’S SIGNATURE***

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

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