



Buyer's Confidentiality and Disclosure Agreement

Buyer's Name (please print)

Buyer's Name (please print)

Personal Home Address

Email Address

City

Province

Postal Code

Cell phone #

TEL (res): _____ TEL (bus): _____ FAX: _____

Buyer's Confidentiality and Disclosure Agreement:

The undersigned prospective purchaser(s) ("Buyer") hereby requests confidential information, currently and from this time forward, on businesses represented by Sunbelt Business Brokers ("Sunbelt"). Buyer hereby acknowledges that Sunbelt first provided such information to the Buyer. In consideration of Sunbelt having provided such information, the Buyer hereby agrees:

1. Not to divulge such information to others, except to secure professional advice from a Chartered Accountant, accredited Lawyer or professional Financier who understands the information is highly confidential.
2. To conduct ALL further inquiries into the business opportunities presented to the Buyer by Sunbelt Business Brokers, including making Offers, exclusively through the offices of Sunbelt and not directly with the Seller.
3. Should the Buyer make a Conditional Offer on a business, Buyer agrees to supply Sunbelt with a current Equifax Credit Report, including FICO score, or will have Sunbelt obtain this Report and Score on behalf of the Buyer.

The Buyer acknowledges that all information and materials on each business opportunity provided by Sunbelt have been provided to Sunbelt by the Seller of the business. The seller believes the information to be true and accurate; however, accuracy is not guaranteed and all information should not be considered complete. While statements may be presented concerning a matter of opinion, whether or not so identified, these are only statements of opinion. Sunbelt makes no representations or warranties, expressed or implied, regarding the information provided to Buyer.

Agency Disclosure

The Buyer acknowledges that Sunbelt represents the interests of the Seller and the Buyer, and there has been, and is Multiple Representation (formerly known as "Dual Agency"). All fees due Sunbelt are, and will be, the responsibility of the Seller. Sunbelt, as an agent to the Seller, acts under a listing agreement with the Seller and has affirmative obligations to both Buyer and Seller including the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and accounting in dealing with the Seller. In addition, Sunbelt has affirmative obligations to the Buyer and Seller of honest dealing and disclosure. Initial: _____

Counsel Disclosure

Buyers are advised to seek counsel from a Lawyer, Certified Public Accountant and any other parties necessary to make an informed decision regarding the purchase of any business opportunity bought or sold through Sunbelt. Initial: _____

Information Disclosure

Buyer acknowledges that all information on each business opportunity provided by Sunbelt has been provided to Sunbelt by the Seller of the business for confidential use by the Buyer for the sole purpose of evaluating a business opportunity as a potential Buyer. The Seller believes that information to be true and accurate; however, accuracy is not guaranteed and all information should not be considered complete. While statements may be presented concerning a matter of opinion, whether or not so identified, these are only statements of opinion. Sunbelt makes no representations or warranties, expressed or implied, regarding information provided to Buyer. Initial: _____

Risk Disclosure

Business opportunities by their very nature carry risk including obsolescence or reduced demand for service or product, regulatory laws, ineffective management, changes in the local or national economic condition, and many others. Due to the risks inherent in business opportunities, a Buyer could incur a loss, including but not limited to their entire investment. Buyer acknowledges that they understand these risks and Sunbelt cannot and does not in any way warrant or guaranty the future vitality or prospects of any business. Initial: _____

By signing below the prospective Buyer acknowledges reading and understanding the disclosures stated above. Receipt of a copy and acceptance of the terms of this acknowledgement and agreement is hereby acknowledged and confirmed.

Prospective Buyer(s): _____ Date: _____
(signature) (signature)

Authorized Sunbelt Agent: _____ Date: _____



Buyer's Confidential Questionnaire

The following information assists us in finding you the right business.

Buyer's Name: _____

Marital Status: _____ Spouse's Name: _____ Dependents: _____

Business Information:

Specify type(s) of businesses desired: _____

Geographical preference: _____

When will you be available to run the business? ASAP _____ 3-6 mos. _____ 6-12 mos. _____ 12+ mos. _____

Indicate any experience in owning or operating your own business, or for others, or any other relevant experience:

What will be your most important contribution to your business? _____

Do you plan to operate the business? full time part time absentee management _____

If part-time, please explain why and hours of availability: _____

Will you have partners involved in buying a business? No: Yes: _____

If yes, will they be active partners? No: Yes: _____

(All partners must complete a Confidentiality Agreement)

Do you plan to have other investors? No: Yes: _____

If yes, please specify: _____

Cash available for Down Payment \$ _____ Cash available for Operations \$ _____ Income expected \$ _____K

Present Occupation / Position: _____ From: _____ To: _____

Company (your employer will not be contacted): _____

Most Recent Responsibilities: _____

Current Income: _____ Liquidity: _____ Net Worth: _____

Things A Buyer Should Know:

- CONFIDENTIALITY – any information provided to you by Sunbelt must be held in strict confidence.
- Buyers must focus on a business that they a) like, and b) can manage.
- 3 Components of a successful Business: 1) Track Record 2) Management 3) Location
- Usually there is a "Human" Reason for selling, such as retirement, poor health, divorce, etc.
- These basics generally hold true regardless of financial statements.....
 - True Owner's net = 10% to 20% of gross sales
 - Cost of goods sold = 50% of gross sales (in a Retail Business)
 - Seller's expenses (rent, wages, etc...) = 30% to 40% of gross sales
- Usually no bank financing is available for the purchase of a business because all small business financials are done to pay less taxes AND a bank can't run the business in the event of default.

Prior to submitting an Offer on a business, a Sunbelt Buyer's Confidential Financial Information Questionnaire must be completed.