

CONFIDENTIALITY/NON DISCLOSURE AGREEMENT

**Please fax to the listing broker if you do not currently have an agreement signed with one of our brokers*

The undersigned acknowledges that the name of the Seller(s) (the "Seller", the "Owner") and certain confidential information, records, financial records, studies, and trade secrets and/or trade practices of Seller and the Business(es) (the "Business") listed below, will be revealed to the "Buyer". The Buyer also understands and acknowledges that Multiple Business Listing Associate (" Broker", "Multiple Business Listing Associate") has an agreement with the Seller and has been retained by the Seller(s) to sell the below listed Business and/or Property.

Disclosures pertaining to the listed Business will be given in **COMPLETE CONFIDENCE** and used for the sole purpose of assessing the possible purchase of any Business shown or listed through Multiple Business Listing Associate.

I agree not to disclose any of the information given to me about any Business listed or shown by Multiple Business Listing Associate, neither directly nor indirectly, to any third party, except support people (Attorney, Accountant) who can help me in assessing and evaluating the purchase of the below listed Business. I also agree I will not use, or assist others to use, any such information for competitive trade purposes, or to circumvent Multiple Business Listing Associate in any transaction or contact with the Owner of the Business.

Material and information about the Business is provided by the Owner and is believed to be accurate for the purpose of evaluating the possible purchase of the Business. Multiple Business Listing Associate does not guarantee the accuracy of any information disclosed or secured from the Seller and in no way will Multiple Business Listing Associate or it's Brokers warrant any assumptions as true and correct. I further understand that it is the responsibility of the Buyer to verify material and information during a due diligence process prior to the closing of the sale of the Business. **In the event I decide not to purchase the business, I understand it is the sole responsibility of the undersigned to return all documentation, financial or otherwise that was provided to me and used to assess the business to the broker within 72 hours of that decision.**

*I agree **NOT TO CONTACT** the Owner of the Business directly or indirectly through a third party and understand that all negotiations, inquiries, investigations, purchase offers and/or letters of intent **MUST BE MADE THROUGH THE BROKER.***

It is understood that this Agreement applies to any and all information supplied by Multiple Business Listing Associate, both verbally and/or in writing. I further understand that neither the Seller, the Business, its officers, directors, nor Multiple Business Listing Associate shall have any liability as a result of furnishing me the material included in and with this Confidentiality Agreement.

I fully understand that any breach of this Confidentiality Agreement will be harmful to Broker, Multiple Business Listing Associate and the Seller of the Business and the Business itself.

I also agree that should I buy, lease, or come into possession or partial possession of the Business within 24 months from the Buyers signature dated below, I will protect Multiple Business Listing Associate right to fee under Multiple Business Listing Associate agreement with the Seller. I understand that if I interfere in any way with MBLA's contractual right to fees from the Seller, I will be personally liable for payment of that fee. It is agreed, however, that if I make the purchase of the Business through Multiple Business Listing Associate, I am not liable for a fee.

1. _____ Listing _____ Date Shown _____

2. _____ Listing # _____ Date Shown _____

I Acknowledge That I Have Read And Understood The Terms Of This Agreement As Detailed Above.

Name: _____ (print) Signature: _____
Date

Address: _____

(City) (State) (Zip)

Phone: _____ Fax: _____ Cell: _____

E- Mail Address: _____ MBLA Broker: _____

Multiple Business Listing Associates

Multiple Business Listing Associates

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Buyer Profile:

Name _____ Residence Phone () _____

Address _____ Office Phone () _____

City, State & Zip _____

Do You currently own a business and if so what type? _____

Have you ever owned a business? What type? _____

Current Occupation _____

General Business Experience _____

Management Experience if any _____

How do you plan to finance this purchase? _____

How much do you have available to invest in this venture (liquid)? _____

Do You Own A home? _____

Reason(s) why you are interested in buying a business _____

Have you ever considered Purchasing a Franchise? _____ Would you consider it? _____

Have you been the subject of any bankruptcy filing, assignment for benefit of creditors or insolvency proceedings of any kind during the last five years , or with an attorney consulted or advisor regarding such proceedings?	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>

Are you a U.S. Citizen?	<input type="checkbox"/>	<input type="checkbox"/>
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Is there any reason why you might be denied any of the necessary licenses or permits to operate this business?	<input type="checkbox"/>	<input type="checkbox"/>
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If You Have Answered "Yes" To #1 and/or #3 in the Questions Above, Please Give a Complete Explanation Below.

Signature

Date

I certify that the above information is true and correct and acknowledge receipt of a copy of this profile.

PERSONAL FINANCIAL STATEMENT
STRICTLY CONFIDENTIAL

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Name _____

Street Address _____

City _____ State _____ Zip Code _____

Assets

Cash on Hand and in Banks	\$
U.S. Government Securities	
Loans, Notes, and Accounts Receivable (what YOU owe people)	
Cash surrender Value of Life Insurance (not death benefit amount)	
Value of Businesses Presently Owned	
Other Stocks and Bonds	
Real Estate (fair market value)	
Vehicles Owned Number () Total Value of All	
Household Furnishings and Personal Effects	
Other Assets (Itemize)	

Total Assets \$

Liabilities and Net Worth

Notes Payable (amount you owe other than real estate loans)	\$
Liens on Real Estate (amount you still owe)	
Other Liabilities (Itemize, i.e. charge account balances, R.E. taxes, etc.)	

Total Liabilities \$

Total Assets – Total Liabilities = Net Worth \$ _____

Sources of Income (per year)

Salary (from present employment)	\$
Dividends and Interest (income from these per year)	
Bonus and Commissions	
Real Estate Income (such as rental income)	
Other Income	

Total Income per year \$

The undersigned certifies that this information was provided by him/her and is true and correct.

Signature(s) _____ Date: _____

Home Phone _____ Business Phone _____