

Information and Agreement for Business Owners, Buyers and Sellers

Business Name: _____ Client Name _____

FOR BUYERS, SELLERS & OWNERS

Licensee May Act for more than one party

When I Nick Purewal represents a business, it is the agent for the seller and, in most cases it is also the agent for the buyer, even though buyer and seller are often represented by different agents. This creates a multiple representation in that the broker, **Nick Purewal, is an agent for and represents both parties.** By signing below, you agree to multiple representation and you acknowledge that: (1) A statement that the licensee is acting for two or more parties to the transaction who have adverse interests and that in acting for these parties, the licensee has a conflict of interest. (2) A statement that the licensee will not disclose any confidential information for 1 year after revocation or termination of any brokerage agreement entered into with a party to the transaction, unless he/she is required to do so by a court of competent jurisdiction or he/she is given written permission to do so by that party.

FOR SELLERS

When we meet with a buyer, we usually obtain information about his background, available cash, etc. It is important for you as a seller to understand that Nick Purewal does not investigate or verify this information, nor do we make any guarantees about the buyer's future success with the business. If you agree to finance part of the purchase price, you must make that decision based on your own investigation and judgment.

FOR BUYERS

When we agree to market a business, we usually receive information about that business from the owner such as profit and loss statements, tax returns, leases, equipment lists, etc. Based on this information, we put together a description of the business, which may include owner cash flow projections. It is important that you understand that Nick Purewal does not audit financial information given to us nor do we in any way guarantee future business performance. The same is true for any of the information provided to you. Once you and the owner of the business have reached an agreement on price and terms, you will have an opportunity to examine the business and its records and we encourage you to bring in at that time any professional advisor you believe can help in confirming the accuracy of the information provided.

CONFIDENTIALITY AGREEMENT/ACKNOWLEDGEMENT OF INTRODUCTION

A business may be harmed if it becomes known prematurely that it is for sale. By signing below you agree: 1) not to tell anyone except the professional advisors who may be helping you with your investigation about the business being for sale; 2) not to disclose any proprietary information and, if you decide not to pursue the business, to immediately return, without making copies or summaries, of proprietary information; 3) that Nick Purewal is responsible for introducing the business to you and to conduct all inquiries through Nick Purewal and 4) not to contact or enter into an agreement with the seller except through Nick Purewal. You agree not to interfere in any way with our ability to collect our fee from the seller. You understand that the seller is a party to this agreement and is entitled to enforce any breach of confidentiality. **MEDIATION**

Any party that fails to demand and participate in mediation prior to filing any complaint or demand for arbitration waives their right to Attorney's fees. The venue shall be the County in which the Nick Purewal listing office is located.

For Business Owner Receipt Acknowledged

For Prospective Business Buyer Receipt Acknowledged

Signature Date

Signature Date

Print Name

Print Name

Date

I currently have \$ _____ available for a down payment

Address City

Return signed agreement to:
Nick Purewal **FAX: 775 828 5401.**

Email Address Fax #

OR email: ***nickpurewal@775apps.com***

