



Confidentiality Agreement

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

1. Any information BBI provides about a business was obtained from the business owner, and BBI makes no representations or warranties as to its accuracy or completeness. Buyer is solely responsible for investigating all aspects of the business and obtaining any legal, tax or other counsel Buyer deems necessary, prior to purchasing the business.
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 BBI 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 BBI and could result in their seeking recourse against the Buyer. Buyer shall indemnify, defend and hold BBI harmless from any liability resulting from such unauthorized disclosure.
3. The Seller of each business about which a Buyer shall be given information by BBI has entered into an agreement providing that Seller shall pay a fee to BBI if, during the term of that agreement or within twenty four months thereafter, the business is transferred to a Buyer introduced by BBI. Should Buyer, Buyer 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 BBI’s right to a fee from the Seller.
4. Buyer shall conduct all inquiries into and discussion with any business about which BBI provides information solely through BBI, and shall not directly contact the owner, employees or other representatives of the business except by prior arrangement with BBI.
5. If Buyer breaches the terms of this Agreement or in any way interferes with BBI’s right to a fee, Buyer shall be liable for such fee and any other damages, including reasonable attorney’s fees. Any controversy or claim arising out of or relating to this Agreement or its breach shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with those rules. Any arbitrator so selected need not be a member of the American Arbitration Association.
6. BBI may act as a dual agent representing both Buyer and Seller. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a) a fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer, b) diligent exercise of reasonable skill and care in performance of the agent’s duties, c) a duty of honest and fair dealing and good faith and d) a duty to disclose all facts known to the agent materially affecting the value or desirability of the business that are not known to, or within the diligent attention and observation of, the parties.
7. Buyer Acknowledges receiving a copy of this Agreement.
8. The undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so.

Signature

Date

Name (print)

Business Telephone

Company Name (if applicable)

Cell Telephone

Residence Street Address

Fax Number for Sending Confidential Info

Residence City, State and Zip

Email Address

Residence Telephone



Name of the Buyer _____ Phone: _____ Email: _____

We provide each seller the following confidential facts about you prior to releasing any information about their business.

BACKGROUND INFORMATION:

1. Are you currently employed? ____ If so, in what industry and what position _____
2. Please give a brief description of your responsibilities: (please attach resume if you have one)

3. Please list the industries in which you've worked and the positions you've held since graduating from school:

4. What was your emphasis in college? _____ Post college major: _____

5. Place a check mark beside each business category that interests you:

- Manufacturing
- Distributing/Wholesale
- Computer/Hi Technology/Sciences
- Absentee ownership
- Turnaround situations
- New or existing successful franchises
- Any business which receives cash payments
- Angel investment (willing to invest in startups)
- Real estate investment
- Any business that can be relocated
- Retail related businesses
- Services: Postal, copy centers, tax preparation etc.
- Restaurant/Fast food
- Gas stations/Mini-marts/Car Washes
- Dry Cleaning/Coin Laundry
- Home Based Business
- Business out of the area (nationwide search)
- Roll your retirement account into real estate

6. What is your current annual income? _____

7. What are your income expectations the first year owning your own business? _____

8. What amount do you have for a down payment? _____

9. What is the source of funds for your down payment? _____

10. Select one: my net worth [all assets minus all debts] exceeds \$100K ____ \$500K ____ \$1M-5M ____ \$5M+ ____

11. Have you ever filed bankruptcy? ____ Had a foreclosure? ____ Had a judgment filed against you? ____

12. Is there any reason you might be declined for a loan for a business acquisition? _____

13. Do you have a partner or part of a partnership? ____ If so, please provide name _____

14. Are you married? (Y/N) ____ Name of your spouse _____

15. Does your spouse work? ____ Full time? ____ Industry and position? _____

16. Do you or your spouse have an IRA account? (Y/N) ____

17. Do you or your spouse want to learn how to roll your IRA/SEP into stable real estate investment? (Y/N) ____

18. How far from your home are you willing to drive one way to the business you will buy? _____

19. Will anyone advise you in the review of business records and the decision to purchase any business? _____

CPA _____ Attorney _____ Other _____

20. What is your time frame to purchase? ASAP 0-3 months 3-6 months 6+ months No hurry

21. If you reside outside California and have inquired about a California based business, what are your relocation plans and time frame? _____

22. Are you willing to let us do a credit check if the seller requests it? _____

23. Are you open to pay a fee if we do an exclusive business search on your behalf? YES NO

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

Signature _____

Date _____

Please fax it to: 415-762-9263. Form is available on our Website: <http://www.BayBusinessInvestment.com/>