



PURCHASER CONFIDENTIALITY AGREEMENT

VR San Francisco
415.296-5212 Toll Free 877 840-3100
FAX TO: 415 449-6088

This BROKER / PURCHASER AGREEMENT is entered into between VR Business Brokers, San Francisco, otherwise known as GOLDEN GATE BUSINESS GROUP, Inc. (hereafter "VR") and the undersigned prospective purchaser (hereafter "PURCHASER") of a business offered for sale through VR:

Buyers: Write in Listings Of Interest in This Table→	VR Listing No:	VR Listing Title:
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"SELLER" shall refer to any business entity being offered for sale, as well as the principals of such entity. VR and PURCHASER agree as follows:

1. In consideration of VR introducing to PURCHASER business opportunities for sale, PURCHASER agrees not to contact SELLER, or any entity or person having a business relationship with SELLER—including, but not limited to, owners, partners, members, stockholders, officers, directors, landlords, lessors, lessees, employees, suppliers, clients, customers, etc.—except through VR with VR's approval. All inquiries, offers to purchase and negotiations relating to the purchase or lease of any business offered through VR will be conducted exclusively through VR.
2. PURCHASER further agrees not to circumvent or interfere with VR'S contract with SELLER in any way. PURCHASER UNDERSTANDS AND AGREES THAT PURCHASER SHALL BE LIABLE TO VR FOR PAYMENT OF COMMISSIONS DUE FROM SELLER IN THE EVENT OF SUCH INTERFERENCE. PURCHASER further understands and agrees that should PURCHASER become a manager or otherwise connected with any of the businesses shown or offered to PURCHASER for sale, or should PURCHASER buy, trade, lease or exchange any of the businesses disclosed to PURCHASER, then a full commission will be due to VR.
3. PURCHASER understands that the SELLER provides all information regarding any business offered for sale, or other sources identified by SELLER, and is not verified in any way by VR. VR has no knowledge of the accuracy of ANY information provided to PURCHASER and makes no representation, promise, or warranty, express or implied, as to the accuracy or completeness of any such information. PURCHASER shall be responsible to make an independent verification of said information prior to entering into an agreement to purchase any business. PURCHASER further understands and agrees that VR shall NOT be responsible for the failure to disclose material information related to the purchase of any business which information is unknown to VR. PURCHASER agrees to indemnify and hold VR and its agents harmless for any claims or damages which may occur by reason of the inaccuracy or incompleteness of any information provided to them with respect to any business they might purchase. In the event of any judgment, award, or arbitration decision, the maximum liability of VR and its agents shall be limited to the amount of commission actually received. Purchaser understands that financial institutions may pay a referral fee to VR for referring potential clients.
4. PURCHASER understands and agrees that VR is acting as a DUAL AGENT, representing both the PURCHASER and SELLER and has a contract with SELLER providing for a fee to be paid upon sale, trade, lease or transfer of SELLER'S business or property.
5. It is understood and agreed that any and all information provided to PURCHASER regarding any business is to be considered confidential and proprietary, and that disclosure of any such information could result in damage to the business and/or its principals.
6. It is further understood and agreed that any information obtained at any time pursuant to investigation and consideration of the purchase of the business shall be kept in strict confidence, and not be disclosed to any other person—except to professional business advisors (e.g. accountants, attorneys) engaged to evaluate the business for the limited purpose of advising PURCHASER. In the event of such disclosure, it is agreed that PURCHASER will advise such persons of this non-disclosure provision, and shall be legally responsible for the failure of such professionals to maintain the confidentiality of the information provided. Information to be kept confidential shall include the fact that the business is for sale. It is understood and agreed that that this non-disclosure provision is intended for the benefit of SELLER, who is a third party beneficiary to this Agreement. As such, SELLER may bring an action to enforce its terms or to recover damages for breach of this provision.
7. In the event PURCHASER for whatever reason does not purchase the business, PURCHASER agrees to immediately return to VR any and all materials related to SELLER without retaining any copies.

PURCHASER ACKNOWLEDGES THAT BUYING A BUSINESS INVOLVES RISK. PURCHASER ACCEPTS SOLE RESPONSIBILITY FOR THE DECISION TO BUY A BUSINESS AND AGREES TO RELY SOLELY ON PURCHASER'S OWN INDEPENDENT INVESTIGATION OF THE BUSINESS BEING PURCHASED. VR HAS ADVISED PURCHASER TO SEEK INDEPENDENT LEGAL, TAX, ACCOUNTING, AND OTHER PROFESSIONAL ADVICE PRIOR TO MAKING A PURCHASE DECISION.

PERSONAL GUARANTY

IF PURCHASER IS A BUSINESS ENTITY (e.g. Corporation, LLC, LLP, LP, etc.), the undersigned officer or agent acknowledges that he/she has full authority to enter into this Agreement, and further agrees to be personally bound by the terms and conditions stated herein, including but not limited to personal liability for commissions that may be due and payable pursuant to paragraph two (2) above, or damages resulting from disclosure of confidential information as provided in paragraph six (6).

Buyer (Complete this Section!)	Broker /Agent
Business/Entitiy Legal Name (if applicable)	
Email	Dated
Phone	

BUYER PROFILE

When selling a business, business owners are asked to reveal much information that is confidential and sensitive. Therefore, they have asked us to screen potential Purchasers to determine if they have the financial and managerial capabilities to complete the purchase of their business. Sellers are never shown this profile. We will only use this document to determine which businesses fit your criteria. Please fill out this profile sheet and fax it back to us at 415-449-6088. Until we receive your fax with the Buyer Profile and Non Disclosure Agreement **completed in their entirety**, we are unable to give out specific information regarding businesses we have available. Thanks for your understanding!

NAME: _____ ADDRESS: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Fax Number: _____ E-Mail: _____

Would you relocate for the right business? _____ If not, how far will you travel? _____ (Miles)

How did you first hear about us? (Please be specific) _____

Do you currently own a business? _____ Have you ever owned a business? _____ If you own a business, do you need to sell it before your purchase another business? _____

Are you currently working? _____ What type of work do you currently do? _____

Any special skills, hobbies, etc. that may be helpful in a business? _____

How long have you been looking for a business? _____ How soon do you plan to buy? _____

Are you planning to work in the business your purchase? _____ How many hours per week? _____

"How much capital have you set aside?" Total \$

Initial Invest. \$ _____ Closing Exp. \$ _____ Operating Exp. \$

"How will the total amount change over the next 3 months?" (Increase? Decrease because living off it?)

"Source?" Cash (bank, CD, IRA, money market, credit union, _____) \$

Other (real estate, auto, ins., credit cards, stock, _____) \$

_____ \$

Other investors _____ \$

"If you need a little bit more where can you get it?"

What is the MINIMUM amount of INCOME the business needs to make INCLUDING your salary? _____
(Annual Income)

Please list the types of business you may be interested in: _____