



## Buyer's Fact Sheet

When completing this fact sheet please keep in mind that we may share this information with the Seller(s) whose business(es) you have inquired about and you should a) be factual and b) present yourself in a businesslike manner.

### BACKGROUND INFORMATION:

Are you currently employed? \_\_\_\_\_ If so in what industry? \_\_\_\_\_ Job Title? \_\_\_\_\_

Please give a brief description of your responsibilities: \_\_\_\_\_

Please list industries in which you have worked and the positions you have had since graduating from school:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What was your emphasis in college? \_\_\_\_\_ Degree: \_\_\_\_\_ Post College Major: \_\_\_\_\_

What is your approximate annual income: \$ \_\_\_\_\_ Take home: \$ \_\_\_\_\_ Other Income: \$ \_\_\_\_\_

Does your spouse work outside the home? Y N Full time? Y N Industry/position: \_\_\_\_\_

Spouse's approximate annual income: \$ \_\_\_\_\_ Take home: \$ \_\_\_\_\_ Other Income: \$ \_\_\_\_\_

### FINANCIAL INFORMATION: (CONFIDENTIAL, FOR EVALUATION PURPOSES ONLY, WILL BE SHARED WITH SELLER)

What amount do you have in cash for a down payment: \$ \_\_\_\_\_ Source: \_\_\_\_\_

Select ONE: My net worth (assets minus liabilities) is: \$100-250K \_\_\_\_\_ \$250-500K \_\_\_\_\_ \$500-750k \_\_\_\_\_ \$1.0-1.25 million \_\_\_\_\_

\$1.25-\$1.5 million \_\_\_\_\_ \$1.5-2.0 million \_\_\_\_\_ Above \$2.0 million \_\_\_\_\_

Have you ever: Filed bankruptcy? Y N Had a foreclosure? Y N Had a judgment filed against you? Y N If yes to any please describe:

\_\_\_\_\_

Is there any reason you might be turned down for a business acquisition loan? Y N If yes, please explain: \_\_\_\_\_

### GENERAL INFORMATION:

In minutes, approximately, how far from home are you willing to travel to a business you buy: \_\_\_\_\_

Will anyone advise you in the review of business records (specify): \_\_\_\_\_

Who will make the decision to buy? \_\_\_\_\_ Anyone else? \_\_\_\_\_

What is your time frame in which to buy: Now to 3 months: \_\_\_\_\_ 3 to 6 months: \_\_\_\_\_ 6 to 9 months: \_\_\_\_\_ More: \_\_\_\_\_

If you live outside California & have inquired about a California business what are your relocation plans and timeframe:

\_\_\_\_\_

Which of the following types of businesses interest you?

Manufacturing

Distribution

Technology

High Tech

Retail

Food

Automotive

Biz 2 Biz Svc

Residential svc

Existing franchises

Start up franchises

Home based

Absentee ownership

Cash business

Turn around

Relocatable

Other (specify type): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_, 200\_\_\_\_\_ Best time to call : AM PM\*

Print name: \_\_\_\_\_ Phone: \_\_\_\_\_

\* We call between 9AM and 5PM Monday – Friday.

# BUYERS ACKNOWLEDGEMENT OF INTRODUCTION AND CONFIDENTIALITY AGREEMENT

The undersigned, individually and on behalf of any affiliated prospective buyer, acknowledges being first introduced to the business identified herein by BizSeller, Inc., dba **Sunbelt Business Brokers – Irvine** ("Broker"). The undersigned requests information relating to the following business: Name of Business or Description from advertising: \_\_\_\_\_ Location of Business: \_\_\_\_\_

Such information shall be provided to the undersigned for the sole purpose of entering into discussions with Seller ("Seller") of said Business for the possible purchase by the undersigned of all or part of the stock or assets of Business. As used herein, the term Buyer ("Buyer") applies to the undersigned and any partnership, corporation, individual, or other entity with which the undersigned is affiliated. The undersigned agrees as follows:

**1. NON-DISCLOSURE OF INFORMATION:** The undersigned acknowledges that Seller desires to maintain the confidentiality of the information disclosed. The undersigned agrees with Broker not to disclose or permit access to any Confidential Information without the prior written consent of Seller, to anyone other than Buyer's employees, legal counsel, accountants, lenders or other agents or advisors to whom disclosure or access is necessary for Buyer to evaluate the Business. Disclosure of Confidential Information shall be made to these parties only in connection with the potential acquisition of the Business, and then only if these parties understand and agree to maintain the confidentiality of such Confidential Information. The undersigned shall be responsible for any breach of this Agreement by these parties, and neither Buyer nor these parties shall use or permit the use of Confidential Information in any manner whatsoever, except as may be required for Buyer to evaluate the Business or as may be required by legal process. If the Buyer does not purchase the Business, Buyer, at the close of negotiations, will destroy or return to Broker (at Broker's option) all information provided to Buyer and will not retain any copy, reproduction, or record thereof.

**2. DEFINITION OF "CONFIDENTIAL INFORMATION":** The term "Confidential Information" shall mean all information including the fact that the Business is for sale, all financial, production, marketing and pricing information, business methods, business manuals, manufacturing procedures, correspondence, processes, data, contracts, customer lists, employee lists and any other information whether written, oral or otherwise made known to Buyer: (a) from any inspection, examination, or other review of the books, records, assets, liabilities, processes, or production methods of Seller, (b) from communications with Seller or its directors, officers, employees, agents, suppliers, customers or representatives; (c) during visits to Seller's premises, or (d) through disclosure or discovery in any other manner. However, Confidential Information does not include any information, which is readily available and known to the public.

**3. DISCLAIMER OF BROKER'S LIABILITY AND BUYER'S RESPONSIBILITY:** When business brokers take a business to market they receive information about the business from the seller, usually including but not limited to tax returns, financial statements, equipment lists and facilities leases. Based on information provided by the seller, brokers often prepare a summary description of the business, which may include a cash flow projection, adjusted income statement, or a seller discretionary cash flow statement. Buyer understands that the Broker does not audit or verify any information given to Broker or make any warranty or representation as to its accuracy or completeness, nor in any way guarantee future business performance. Buyer is solely responsible to examine and investigate the business, its assets, liabilities, financial statements, tax returns, and any other facts, which might influence Buyer's decision to purchase, or the price Buyer is willing to pay. Any decision made by Buyer to purchase the Business shall be based solely on Buyer's own investigation and that of Buyer's legal, tax and other advisors. **Broker urges Buyer to obtain independent legal and tax counsel.**

**4. NON-CIRCUMVENTION AGREEMENT:** The Seller has entered into an agreement providing that Seller shall pay a fee to listing Broker if during the term of that agreement or up to twenty-four months thereafter, the Business is transferred to a buyer introduced by listing Broker or a cooperating broker. Buyer shall conduct all inquiries into and discussions about the Business solely through Broker and shall not directly contact the Seller or the Seller's representatives. Should Buyer purchase all or part of the stock or assets of Business, acquire any interest in, or become affiliated in any capacity with Business without Broker's participation, or in any way interfere with Brokers right to a fee, Buyer shall be liable to listing broker or cooperating broker for such a fee and any other damages including reasonable attorney's fees and costs.

**FURTHER TERMS:** Neither Buyer nor Buyer's agents will contact Seller's employees, customers, landlords or suppliers without Seller's consent. For three years, Buyer shall not directly or indirectly solicit for employment any employees of Seller. Broker may act as a dual agent representing both Buyer and Seller. Seller is specifically intended to be beneficiary of the duties and obligations of this Agreement and may prosecute any action at law or in equity necessary to enforce its terms and conditions as though a party hereto. Seller may assign this Agreement to any new ownership of Business. This Agreement can only be modified in writing, signed by both Broker and Buyer. Waiver of any breach of this Agreement shall not be a waiver of any subsequent breach. This Agreement supersedes all prior understandings or agreements between the parties with respect to its subject matter. This Agreement shall be construed under and governed by the laws of the State of California. If Buyer is a corporation, partnership, or other such entity, the undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so. **Buyer acknowledges receipt of a fully completed copy of this Agreement.**

**Instructions: In the space provided below please print all information requested except for your signature. When complete fax to 949-666-6619 with your buyer profile. If we cannot read this information you will not hear from us. All fields must be completed.**

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Company Name: \_\_\_\_\_ Day Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Broker/Agent: **RICHARD F. EGGLETON**  
Your Email Address: \_\_\_\_\_ Date: \_\_\_\_\_