



Specializing in privately owned businesses.

Confidentiality Agreement and Agency Disclosure
Buyer's Questionnaire
Personal Financial Statement
Strictly Confidential

Access Business Advisors ("Broker") agreement with the Seller requires that a Confidentiality Agreement, Evidence of Financial Ability, and General Background Information be obtained before disclosing the name and location of the Seller's business. This information will be kept confidential. In consideration of the Broker providing the information on the business for sale, I/We (hereafter singular shall include plural) understand and agree:

- 1. That, at this time, Broker is not an agent for me but is an agent for the Seller and has a contract providing for a fee to be paid to Broker by Seller upon sale, trade, lease, or transfer of Seller's business, Real Estate and/or other property
2. That any information provided on any business, Real Estate and/or property is proprietary and confidential, and that its disclosure to others may be damaging to the business, their owners, and their employees. I have requested this information for the purpose of evaluating the possible acquisition of the business. I understand that I am personally liable for its use for any other purpose. In the event Buyer does not purchase the Sellers business, Buyer agrees to return all information provided to Buyer promptly including all copies, etc.
3. Not to disclose, for a period of three years from the date I sign this Confidentiality Agreement, any information regarding these businesses to any other person who has not also signed this Agreement, except to secure advice and recommendation of my business advisors (accountants, attorneys). "Information" as used in this Agreement shall include the fact that the businesses are for sale, plus any other data provided. Proprietary information obtained during investigation of businesses not purchased will not be used to the detriment of the Seller. Buyer further agrees that Buyer shall not use in any manner, directly or indirectly, any confidential information. Specifically Buyer agrees that he/she will not use any Confidential Information for his/her benefit or for the benefit of any person or entity, and will not permit or allow any Confidential Information to be used in competition with the Seller. As used in this agreement, the term "Confidential Information" means information that is not generally known about Seller or about his/her business, including without limitation, information about Sellers' products, services, databases, business plans, marketing plans and customer lists.
4. Not to contact the business owners or their landlords, employees, suppliers or customers, or any communications except through Broker. All correspondence, inquires, offers to purchase and negotiations relating to the purchase of lease of any business or Real Estate presented by Broker will be conducted exclusively through Broker.
5. I agree not to circumvent or interfere with Broker's contract with the Seller in any way including the consummation of the sale of the Sellers business without Broker. I also understand that if I interfere with Broker's contracted right to its fee from Seller and/or consummate the sale with the Seller without the Broker, I will be personally liable to Broker for payment of the Seller's fee in accordance with the Letter of Authorization between Seller and Broker. I understand that should I become a manager or otherwise connected with any of the businesses shown or offered to me for sale, or should I buy, trade, lease or exchange any of the businesses disclosed to me, then a fee will be due to Broker. I understand if I make the purchase through Broker and the Broker is present at closing, I will not be liable for the fee paid by Seller to Broker.
6. That all information regarding businesses for sale is provided by the Sellers or other sources, and is not verified in any way by Broker. Broker has no knowledge of the accuracy of said information and makes no warranty, expressed or implied, as to the accuracy of such information. Understanding that, I shall make an independent verification following acceptance of my offer by Seller of said information, and any additional information I may request of Seller, prior to entering into a final agreement to purchase any business. I agree that Broker is not responsible for the accuracy of the information I receive or fail to receive, and I agree to indemnify and hold Broker and its agents harmless from any and all claims or damages which may occur by reason of the inaccuracy or incompleteness of any information provided to me with respect to any business or Real Estate I might purchase.
7. That should I enter into an agreement to purchase a business, I will provide a financial statement and a personal and business history, and I authorize the Broker and/or the Seller and/or his/her landlord to obtain, through standard reporting agencies, financial and credit information about me or the companies I represent.

This Agreement and its representations, warranties and promises shall survive the closing of the sale of any business or Real Estate described to me. I acknowledge that I have received an exact copy of this Agreement and that I have read this Agreement carefully and fully understand it. This agreement shall be binding on the Buyers' successors, heirs and assigns.

(Name) _____, (Address) _____, (City) _____,
(PLEASE PRINT)

(State) _____, (Zip) _____, (Phone) _____, (Email) _____

Signature: _____ Date: _____ Signature: _____ Date: _____

RECEIPT OF A COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED.
Facsimile copy of this Agreement will be deemed an original.

Broker _____



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The more completely the following questions are answered the greater our ability to assist you in your search.

- If inquiring about Specific Business (es) provide number and description:
a. Number Description
b. Number Description
c. Number Description
Types of businesses of interest? (Mfg, Dist, Foodservice, etc.) Please be specific
Are you interested in underperforming business and/or turn around opportunities?
Why are you looking for a business?
Previous employment background?
(Please provide a resume or bio if possible as this will assist us greatly in our matchmaking process)
How long have you been looking for a business?
If not immediately, how soon would the ideal time be to buy a business?
List your strengths: (management, marketing, sales, etc.)
List your hobbies and interest outside of work.
Have you ever owned a business? If so what kind?
Approximate current household income?
Cash available and willing to invest (downpayment)?
Will anyone else be joining you in this venture? If so, who?
Have you ever worked with any other brokers? If so, who?
How did you come in contact with us? (Newspaper, internet, yellow pages, referral, social network, etc.)
Any information that you think might be useful



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Name: _____ Home Phone: _____
(Please Print)
 Address: _____ Cell Phone: _____
 City: _____ State: _____ Zip: _____ Email: _____

Assets

Available Cash	\$
Marketable Securities	
Accounts, Loans and Notes Receivable	
Residence Real Estate Value	
Other Real Estate Value	
Fair Market Value of Business	
Automobiles- Number ()	
Household Furnishings and Personal Effects	
IRA, Pension and Profit and 401K	
Other Assets (Itemize)	

Total Assets: \$

Liabilities

Notes Payable	\$
Credit Cards Payable	
Residence Real Estate Mortgage	
Other Liabilities (Itemize)	

Total Liabilities: \$

Net Worth (Assets minus Liabilities): \$

Sources of Income

Salary	\$
Dividends and Interest	
Bonus and Commissions	
Real Estate Income	
Other Income	

Total Income: \$

The undersigned certifies that this information was provided by them and is true and correct.

Signature: _____ Date: _____

Signature: _____ Date: _____