



# Associate Equity Business Sales & Acquisitions

## BUYER PROFILE INFORMATION

Date \_\_\_\_\_

Name \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Fax \_\_\_\_\_ Cell \_\_\_\_\_

Email Address \_\_\_\_\_

How did you hear of us? \_\_\_\_\_ **If website, which one?** \_\_\_\_\_

### **WORK EXPERIENCE:**

Current Employment \_\_\_\_\_

Briefly Describe Your Work Background \_\_\_\_\_

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

### **FINANCIAL:**

Current Income \_\_\_\_\_ Target Income \_\_\_\_\_ Living Expenses \_\_\_\_\_

Target Down Payment \_\_\_\_\_ What is your target investment limit? \_\_\_\_\_

Does Your Spouse Work? \_\_\_\_\_ Full Time? \_\_\_\_\_ Industry & Position \_\_\_\_\_

How Do You Plan to Finance This Business? \_\_\_\_\_

Total Net Worth (All Assets Minus All Debts)  \$0-\$50,000  \$50,000-\$100,000  \$100,000-\$200,000  
 \$200,000-\$250,000  \$250,000-\$300,000  \$350,000-\$400,000  \$450,000-\$500,000  \$500,000-\$550,000  
 \$550,000-\$750,000  \$750,000-\$1,000,000  >\$1,000,000 \_\_\_\_\_ (indicate amount)

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

Have you ever filed bankruptcy? \_\_\_\_\_ Had a foreclosure? \_\_\_\_\_ Had a judgment filed against you? \_\_\_\_\_

### **BUSINESS INTERESTS:**

Types of Businesses Interested in:  RETAIL  SERVICE  MFG.  COIN-OP  WHSL/DIST  REST  BAR/LOUNGE  OTHER

Previous Business Experience: \_\_\_\_\_

Types of Businesses Owned: \_\_\_\_\_

Do You Want to Supplement or Replace Your Current Income? \_\_\_\_\_

How Much Involvement Do You Plan to Have in the Business?  Full Time  Part-Time  Investor

Who Besides You Will Be Making the Decision? \_\_\_\_\_

Partner #1 \_\_\_\_\_ Phone \_\_\_\_\_

Partner #2 \_\_\_\_\_ Phone \_\_\_\_\_

How Quickly Would You Like to Acquire a Business?: \_\_\_\_\_

How Long Have You Been Looking? \_\_\_\_\_ Are You In a Position to Make an Offer Now? \_\_\_\_\_

If **Not**, please explain \_\_\_\_\_

How far are you willing to drive from home one way to the business you will buy? \_\_\_\_\_



# Associate Equity Business Sales & Acquisitions

## Memo Record of Showing

The undersigned prospective purchaser(s) (“Buyer”) hereby requests confidential information, currently and from this time forward, of businesses represented by Associate Equity Business Sales & Acquisitions (“Sunbelt”). Buyer hereby acknowledges that Sunbelt first provided such information to the Buyer. In consideration of Sunbelt having provided such information, the Buyer hereby agrees:

- 1) Not to divulge such information to others, except to secure professional advice and counsel; and
- 2) To conduct ALL further inquiries into the business opportunities listed below exclusively through the offices of Sunbelt; and
- 3) All information provided to the Buyer is for confidential use and is to be used for the purpose of evaluating a business opportunity as a potential buyer.

The Buyer acknowledges that Sunbelt is acting as agent of the business owner (“Seller”) and all fees due Sunbelt are, and will be, the responsibility of the Seller. Any attempt to circumvent Sunbelt’s contract or earned fees with the business shall be actionable at law for tortious interference with contract.

Buyer further acknowledges that all information and materials on each business opportunity provided by Sunbelt have been provided to Sunbelt by the Seller of the business. The Seller believes the information to be true and accurate; however, accuracy is not guaranteed and all information should not be considered complete. Associate Equity Business Sales & Acquisitions, its agents and Brokers are not qualified to and will not give: accounting, legal or tax advice. While statements may be presented concerning a matter of opinion, whether or not so identified, these are only statements of opinion. Sunbelt makes no representations or warranties, of any kind, expressed or implied, regarding the information provided to Buyer.

**IT IS THE BUYER’S RESPONSIBILITY TO CONFIRM ALL MATERIAL AND RELEVANT INFORMATION PERSONALLY!**

Businesses Shown:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**RECEIPT OF A COPY AND ACCEPTANCE OF THE TERMS OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED AND CONFIRMED.**

\_\_\_\_\_  
Buyer Signature  
Authorized representative and Personally

\_\_\_\_\_  
Buyer Signature  
Authorized representative and Personally

Print Buyer’s Name(s): \_\_\_\_\_

Authorized Sunbelt Agent: \_\_\_\_\_ Date: \_\_\_\_\_



# Associate Equity Business Sales & Acquisitions

## Broker Services Acknowledgement - Buyer

Associate Equity Business Sales & Acquisitions (“Broker”) acts to introduce a willing Buyer and Seller of a Business (“Brokerage Services”). Broker does not do due diligence on either party. Buyer hereby acknowledges that in the view of the important legal and financial aspects and the complexity of the proposed purchase/sale of the business known as: \_\_\_\_\_ (the “Business”) he/she is advised by Broker to obtain the appropriate counsel from legal, accounting and other professionals concerning the sale/purchase.

Buyer acknowledges that neither Broker, nor any of Broker’s agents, employees, officers, directors, shareholders, co-brokers, independent contractors and affiliates (“Broker Group”), has made any representations or warranties, expressed or implied, regarding any fact regarding the business assets/business stock being sold; nor any legal issues, aspect or ramification connected with the proposed purchase/sale, or any representation or warranty to Buyer concerning the financial condition, or any matter relating to the Seller. In fact, Broker Group made no, nor will it make any independent investigation or verification of any representation, warranty, document, or piece of information presented by Seller. Buyer has either done or will do his own, independent investigation with respect to such items and is advised by Broker Group to do so.

Buyer acknowledges and agrees that statements may be presented concerning a matter of opinion, whether or not so identified, that these are only statements of opinion, and that Broker Group shall not be liable or accountable for its accuracy and that any and all representations and warranties shall be made solely by the Seller in a signed purchase agreement and then be subject to the provisions thereof.

In consideration for Broker presenting Buyer’s offer for the Business to the Seller of the Business, Broker Group is hereby released, indemnified and held harmless by Buyer from and against any and all claims and damages attributable to the performance or non-performance of Seller under any agreement connected with the sale/purchase of the business assets/business stock described above.

The invalidity, illegality, or unenforceability of any obligation or provision under this agreement shall not affect or impair the enforceability or legality of any remaining provision or obligation under this agreement.

Upon the introduction of a Business or purchase of the Business, both parties agree that Broker Group has fulfilled Broker Group’s Brokerage Services concerning the sale/purchase of the Business.

### Buyer

Name: \_\_\_\_\_  
(print)

By: \_\_\_\_\_  
(sign)

Its: \_\_\_\_\_  
(title)

Date: \_\_\_\_\_

### Associate Equity Business Sales & Acquisitions

Name: \_\_\_\_\_  
(print)

By It’s Agent:  
\_\_\_\_\_  
(sign)

Date: \_\_\_\_\_



# Associate Equity Business Sales & Acquisitions

## Confidentiality Agreement

The undersigned prospective purchaser (“Buyer”) hereby requests confidential information, currently and from this time forward, on businesses (“Seller”) represented or co-brokered by Associate Equity Business Sales & Acquisitions (“Sunbelt”). Buyer hereby acknowledges that Sunbelt first provided such information to the Buyer. In consideration of Sunbelt having provided such information, the Buyer hereby agrees:

1) Any information Sunbelt provides about a business was obtained from the business owner, and Sunbelt makes no representations or warranties as to its accuracy or completeness. Buyer acknowledges and agrees that Sunbelt has made no independent investigation or verification of information or material furnished to Buyer, and that statements may be presented concerning a matter of opinion, whether or not so identified, but these are only statements of opinion. Sunbelt shall not be liable or accountable for the accuracy of any information and any and all representations and warranties shall be made solely by the Seller in a signed purchase agreement and then be subject to the provisions thereof. Buyer is solely responsible for investigating all aspects of the business and obtaining any legal, tax, accounting or other counsel as Buyer deems necessary prior to making any decisions, conclusions, taking any actions, or 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 Sunbelt 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 Sunbelt and could result in their seeking recourse against the Buyer. Buyer shall indemnify, defend and hold Sunbelt harmless from any liability resulting from such unauthorized disclosure.

3) The Seller of each business about which a Buyer shall be given information by Sunbelt has entered into an agreement providing that Seller shall pay a fee to Sunbelt if, during the term of that agreement or within 24 months thereafter, the business is transferred to a Buyer introduced by Sunbelt. 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 Sunbelt’s right to a fee from the Seller. Buyer agrees that any transaction will be closed through a licensed independent escrow company.

4) Buyer shall conduct all inquiries into and discussion with any business about which Sunbelt provides information solely through Sunbelt, and shall not directly or indirectly contact the owner, employees or other representatives of the business except by prior authorization from Sunbelt.

5) If Buyer breaches the terms of this Agreement or in any way interferes with Sunbelt’s right to a fee, Buyer shall be liable for such fee and any other damages, including reasonable attorney’s fees. Buyer acknowledges and agrees that all sums due and the performance and construction of this Agreement shall be in Dallas County, Texas, and shall be governed by the laws of the State of Texas. The parties agree that any claims or controversy regarding this Agreement shall be most conveniently and economically resolved in Dallas, County, Texas, and therefore, the parties agree that any claim or action brought for enforcement, interpretation or damages under this Agreement shall be brought only in Dallas County, Texas, and parties agree to forbear from filing a claim in any other jurisdiction.

6) Sunbelt may act as a dual agent representing both Buyer and Seller, as set forth in the Buyer Disclosure Acknowledgement executed concurrently herewith.

7) Buyer acknowledges having read and understood this Agreement. The undersigned executes this Agreement on his/her own behalf.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
Broker