



# PROSPECTIVE BUYER FORM AND CONFIDENTIALITY AGREEMENT

## PROSPECTIVE BUYER PROFILE

INFORMATION TO BE KEPT CONFIDENTIAL AND USED FOR NO OTHER PURPOSE

**Important Instructions:** Once you have completed the form, please remember to SIGN in Section 8 on Page 3, either using a digital or handwritten signature. Only a properly signed document will be considered valid. Then e-mail the form to me at [art@art-blumenthal.com](mailto:art@art-blumenthal.com) or fax it to me at (610) 424-7410.

Today's Date: \_\_\_\_\_

Name: Mr. \_\_\_ Ms. \_\_\_ Dr. \_\_\_ First: \_\_\_\_\_ Last: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Province: \_\_\_\_\_ ZIP: \_\_\_\_\_

e-Mail: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Cell: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

What business/s did you contact us about? \_\_\_\_\_

What types of businesses would you have interest in? \_\_\_\_\_

The reason I am interested buying a business: Work/Own a Business: \_\_\_ Investment: \_\_\_ Increase my income: \_\_\_

To expand my current business: \_\_\_ Other: \_\_\_\_\_

The reason I want to buy a business at this time: I sold my business: \_\_\_ I am selling my business: \_\_\_ I was laid off: \_\_\_

It's my life's dream: \_\_\_ I just received some cash: \_\_\_ Other: \_\_\_\_\_

What is your background and current employment? \_\_\_\_\_

Have You Ever	Yes	No	
Owned a business before?			When? What type?
Declared personal bankruptcy?			When? Explain
Had a judgment against you?			When? Explain

Are You Interested In	Yes	No	Don't Care		Yes	No	Don't Care
Working in the business day-to-day				A low-priced business needing improvement			
A franchise auto service business				A mid-priced business			
An independent auto service business				A higher priced business with high cash flow			

When are you planning to buy a business? Now: \_\_\_ 3-6 Mo.: \_\_\_ Over 6 Mo.: \_\_\_ Annual Income Needed? \$ \_\_\_\_\_

How long have you been looking for a business? Now: \_\_\_ 1 Mo.: \_\_\_ 3 Mo.: \_\_\_ 6 Mo.: \_\_\_ Over 6 Mo.: \_\_\_

Who will help you run the business? No One: \_\_\_ Partner: \_\_\_ Friend: \_\_\_ Relative: \_\_\_ Spouse: \_\_\_ Children: \_\_\_

How will you finance your total investment? Cash: \_\_\_ Bank Loan: \_\_\_ Private Investor: \_\_\_ Family: \_\_\_

How is your credit? I don't know: \_\_\_ Excellent: \_\_\_ Good: \_\_\_ Fair: \_\_\_ Bad: \_\_\_ My FICO Score is approximately: \_\_\_\_\_



# ESTIMATED PERSONAL FINANCIAL STATEMENT

*Strictly Confidential*

Assets		Liabilities	
Available Cash	\$	Notes Payable	\$
Real Estate Value	\$	Credit Card Balances	\$
IRA, 401k	\$	Real Estate Mortgages	\$
Other Assets	\$	Other Liabilities	\$
<b>Total Assets</b>	<i>Automatically Sums</i> \$	<b>Total Liabilities</b>	<i>Automatically Sums</i> \$

**Approximate Net Worth** (Please Calculate Assets – Liabilities) \$ \_\_\_\_\_

## CONFIDENTIALITY AGREEMENT, AGENCY DISCLOSURE & RECORD OF SHOWING

Art Blumenthal, LLC (“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. Non-Disclosure of Information:** Buyer understands that all of the information provided on any business or property is proprietary and confidential and that disclosing such information may be damaging to the business, the owners and employees. Buyer agrees not to disclose for 24 months, any information regarding the business or property to any person other than the Buyer’s legal counsel, accountants, lenders, or other agents or advisors to whom disclosure or access is necessary for the Buyer to evaluate the Business. 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. 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 that the Business is for sale and about Sellers’ products, services, manufacturing or operating procedures, databases, business plans, marketing plans, suppliers and customer lists. Buyer shall be responsible and liable for any breach of this agreement by the Buyer or Buyer’s Advisors and neither the Buyer nor these parties shall use or permit the use of Confidential Information except as may be required for the Buyer to evaluate the Business. If the Buyer does not purchase the business, Buyer at the close of negotiations will destroy or return to the Broker all information provided including all reproductions.

**2. Contact with Seller or Others:** Buyer agrees not to contact the business owners, landlords, employees, suppliers or customers or to communicate except through Broker. All correspondence, inquiries, negotiations or offers to purchase or lease any business or Real Estate presented by Broker will be conducted exclusively through Broker. Buyer shall not in any way speak with employees or directly or indirectly solicit employees for employment, nor linger or otherwise observe the business without Seller’s consent.

**3. Non-Circumvention** Buyer agrees 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. Buyer understands that if they interfere with the Broker’s contracted right to its fee from Seller and/or consummates a sale with the Seller without Broker, that they will be personally liable to Broker for payment of the Seller’s fee in accordance with the Listing Agreement between Seller and Broker. Buyer understands that should they become a partner or otherwise connected with any of the businesses shown or offered to for sale, or should they buy, trade, lease or exchange any of the businesses disclosed, then a fee will be due to Broker. Buyer understands that if they make the purchase through the Broker and that if the Broker is present at closing that they will not be liable for the fee paid by the Seller to the Broker.

**4. Information Provided:** Buyer/s understand that all the information provided regarding the businesses or property is supplied by the Sellers or prepared for the Sellers by the Broker based on information that has not been audited or verified in any way by Broker. Such information may include but is not limited to tax returns, financial statements, cash flow projections, adjusted income statements etc. Broker has no knowledge of the accuracy of said information and makes no warranty, expressed or implied,



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as to the accuracy. Buyer/s agree to make an independent verification following acceptance of an offer by Seller of said information, and any additional information that may be requested and supplied by the Seller, prior to entering into a final agreement to purchase. Buyer/s agree that Broker is not responsible for the accuracy of any of the information that the Buyer/s receive or fail to receive, and 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.

**5. Financial Statement:** Buyer/s agrees to provide a financial statement and personal and business history prior to entering into an agreement to purchase a business. Buyer/s authorize the Broker and/or the Seller and/or his/her landlord to obtain through standard reporting agencies, financial and credit information about Buyer/s or the companies they represent. Information provided by Buyer/s on this form or subsequently may be shared with the Seller, Landlord, Co-Broker or Franchisor unless otherwise directed by the Buyer/s in writing.

**6. Agency and Representation:** Unless otherwise disclosed, the Broker is an agent for the Seller only.

**7. Remedies:** In the event of a breach of this Agreement by the Buyer or Buyer's agents, regardless of whether the breach was intentional, negligent or caused by a third party to whom Buyer or Buyer's agent shared Confidential Information, the Seller shall be entitled to injunctive relief and/or monetary damages, including lost profits, for any and all damages that resulted from the breach. Seller shall be entitled to all remedies at law and equity, and if Seller prevails in an action against Buyer, then Buyer shall be responsible for all reasonable attorney's fees and costs incurred by Seller in the prosecution of such action.

**8. Agreement: The undersigned certifies that the financial and background information is provided by them and is true and correct.** This legally binding agreement and its representations, warranties and promises shall survive the closing of the sale of any business or Real Estate described. Buyer/s acknowledges receipt of an exact copy of this agreement, that they have read this agreement carefully, fully understand it and constitute all of the potential owners, partners or shareholders. This agreement shall be binding on the Buyers' successors, heirs and assigns and performance under this agreement is personally guaranteed. If Buyer is an entity, the undersigned is duly authorized to sign for such entity.

1 Name/Title \_\_\_\_\_ Digital Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

2 Name/Title \_\_\_\_\_ Digital Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

3 Name/Title \_\_\_\_\_ Digital Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Add your digital or hand signature above, then SAVE the completed document to computer and then email to [art@art-blumenthal.com](mailto:art@art-blumenthal.com) or fax to: (610) 424-7410



## ADVANTAGES OF BUYING AN EXISTING BUSINESS

1. *Immediate cash flow*
2. *Trained employees*
3. *Established suppliers and credit*
4. *Established customers and referral business*
5. *Existing licenses and permits*
6. *Training by the seller*
7. *Availability of owner financing*
8. *Actual results rather than proforma*



## THINGS A BUYER SHOULD KNOW

Art Blumenthal, LLC is an advisor experienced in helping you find a business that meets your individual financial goals. Like every other prospective buyer, you have a vision of being your own boss and managing your own business. An old saying in the Real Estate industry is "the three most important things a buyer should look for are location, location and location." While location is important to a successful business, be aware that track record and management round out the three components of a profitable business.

For example, let's assume that you find a business that you like and its location is adequate. However, because of poor management, the business may not have the best track record or profitability. But, if purchased for the right price and terms, this business could become very profitable creating a great way for you to achieve your vision of being a business owner.

Finally, be aware that many businesses sell for less than the original asking price. Thus, if it is a business that you like, do not be afraid to offer what you consider to be a fair and reasonable price.





## STEPS TO OWNING YOUR OWN BUSINESS

1. Initial Consultation with Art Blumenthal, LLC
  - ✓ To help analyze your skills, interests and financial needs
2. Selection of Businesses Best Suited to Fit Your Needs
  - ✓ Art Blumenthal, LLC has a wide range of businesses for you to select from
3. Review Business Summary
  - ✓ Basic information about the business
  - ✓ Valuation of business
4. Tours of Selected Businesses
  - ✓ Tour businesses to meet Seller(s) and understand the complete business opportunity
  - ✓ Always be accompanied by Art Blumenthal, LLC
5. Second Consultation with Art Blumenthal, LLC
  - ✓ Discuss visited businesses as to your likes, dislikes and concerns
  - ✓ Review financial summaries of businesses toured that appeal to you
6. Meeting / Conference Call with Seller & Broker
  - ✓ Ask probing questions
  - ✓ Confirm that the business is right for you
7. Make Proposal with Earnest Money
  - ✓ Generally 5% of the purchase price
  - ✓ Earnest money held by Escrow Company
  - ✓ Contingencies and conditions in offer may include (as examples): a) Proof of sales and expenses; b) Training period from the Seller; c) Covenant not to compete (time and area); d) Approval of franchise agreement; e) Obtain an adequate lease; f) Approved of 3rd Part Financing; etc.
  - ✓ Earnest money refunded to you if contingencies are not realized
  - ✓ If you are satisfied with the business, your earnest money simply will become part of your initial investment
8. In Depth Inspection of the Business ("Due Diligence")
  - ✓ Review financial information provided by Seller
  - ✓ Check furniture, fixtures and equipment
  - ✓ Remove contingencies and approve Authorization to Close
9. Request to Open Escrow, Prepare Documents and Conduct Searches
  - ✓ Request made only after Authorization to Close is approved
  - ✓ Additional Deposit to Open Escrow, generally 50% of total down payment less Earnest Money
  - ✓ Buyer and Seller share closing costs which typically range from \$500 - \$1,000
  - ✓ Review all documents
10. Inventory Approved by Buyer and Seller
  - ✓ Inventory to be counted by Buyer and Seller prior to closing
11. Closing – Congratulations you are now a business owner!

