



Fax 937-350-1903 or [dayton@sunbeltnetwork.com](mailto:dayton@sunbeltnetwork.com)

## NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_ as a \_\_\_\_\_  
(buyer name) (principal / employee and / or direct agent)  
of \_\_\_\_\_ (company name if applicable) acknowledge that the name of the seller(s)  
and certain confidential information, records, studies and trade practices of seller(s) and ANY BUSINESS DISCUSSED (the  
"Business) will be revealed to me.

These disclosures will be given in SECRECY AND CONFIDENCE and used for the sole purpose of assessing the prospective purchase of the Business through Sunbelt of the Miami Valley ("Sunbelt").

I agree not to disclose any of the information given in connection herewith, either directly or indirectly, to third parties, except direct support people, including spouse; nor will I use, or assist others to use, any such information for competitive trade purposes or to circumvent Sunbelt in any transaction or contact with the seller(s). I agree not to make copies of any of the material provided and to return all of it if I discontinue interest in the Business. The material and information furnished is believed to be reliable for the purpose of evaluating the Business. Further, I agree not to contact the seller(s) of the Business directly and understand that all negotiations, inquiries, investigations, offers to purchase, and/or letters of intent must be made through Sunbelt.

I agree that any breach of this Non-Disclosure Agreement (the "Agreement), directly or indirectly, will be harmful to Sunbelt and the seller(s). In consideration for the information given, I agree that this Agreement will be governed by the laws of the State of Ohio and that all actions that may arise in law and/or equity shall be brought in the State of Ohio.

It is understood that this Agreement applies to any information previously supplied by Sunbelt, verbally or in writing. I understand that neither the seller(s), the Business, its officers, directors, employees nor Sunbelt shall have any liability as a result of furnishing me the material included in this Agreement.

**Sunbelt correspondingly will keep all personal and financial information provided by you CONFIDENTIAL and will not release this information without your approval.**

This also acknowledges that the undersigned buyer(s) has been advised that Sunbelt is an agent for the seller(s) in this transaction. I agree that should I buy, lease or come into possession of the Business during the listing term or within two years from the date below, I will protect Sunbelt's right to fee under Sunbelt's agreement with the seller(s). I understand that if I interfere in any way with Sunbelt's contractual right to fees from the seller(s), I may be personally liable for payment of that fee. It is agreed, however, that if I make the purchase through Sunbelt, I am not liable for a fee.

Name: \_\_\_\_\_

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

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

Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Agreed and accepted as of \_\_\_\_\_  
Date



**Buyer Disclosure**  
**Acknowledgement Attn: Kate Vriner**

Initial acknowledgement of prospective buyer: \_\_\_\_\_  
Print Name

**Agency Disclosure**

The Buyer acknowledges that Sunbelt is acting as agent of the seller and all fees due Sunbelt are, and will be, responsibility of the seller. Seller's agent is an agent who acts under a listing agreement with the seller and acts as the agent to the seller only. A seller's agent has affirmative obligations to the seller including the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence and accounting in dealing with the seller. In addition, a seller's agent has affirmative obligations to the Buyer and Seller of honest dealing and disclosure.

Initial \_\_\_\_\_

**Counsel Disclosure**

Buyers are advised to seek counsel from an attorney, Certified Public Accountant and any other parties necessary to make an informed decision regarding the purchase of any business opportunity bought or sold through Sunbelt of the Miami Valley.

Initial \_\_\_\_\_

**Information Disclosure**

Buyer acknowledges that all information and material on each business opportunity provided by Sunbelt has been provided to Sunbelt by the seller of the business. The seller believes that information to be true and accurate; however, accuracy is not guaranteed and all information should not be considered complete. While statements may be presented concerning a matter of opinion, whether or not so identified, there are only statements of opinion. Sunbelt makes no representation or warranties, expressed or implied, regarding the information provided to Buyer.

Initial \_\_\_\_\_

**Risk Disclosure**

Business opportunities by their very nature carry risk. Some of these risks included obsolescence or reduced demand for service or product, regulatory laws, ineffective management, changes in the local or national economic condition, and many others. Due to the risks inherent in business opportunities, a buyer could incur a loss, including but not limited to their entire investment. Buyer acknowledges that they understand these risks and that Sunbelt of the Miami Valley cannot and does not in any way warrant or guaranty the future vitality or prospects of any business.

Initial \_\_\_\_\_

By signing below the prospective Buyer acknowledge that they have read and understood the four disclosures (Agency, Counsel, Information, and Risk) stated above.

Prospective Buyer: \_\_\_\_\_  
Signature Date:

# Buyer Questionnaire

**Please Note: We will not be able to proceed without the Buyer Questionnaire Completed in full.**

Name \_\_\_\_\_

Time available to devote to business?  owner operator  absentee  management (part-time)

Skills, Abilities, Education (**ATTACH RESUME IF AVAILABLE**)

Motivating Factor to Buy a Business;

Unemployed  Always wanted own business  Investment  
 Other \_\_\_\_\_

Businesses NOT interested in: \_\_\_\_\_

Interested in (mark all that apply, write in other interests not mentioned):

<input type="checkbox"/> C-Stores	<input type="checkbox"/> Bars
<input type="checkbox"/> Beer / Wine Drive Thru	<input type="checkbox"/> Distribution
<input type="checkbox"/> Franchise	<input type="checkbox"/> Information Technology
<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Restaurant / Food
<input type="checkbox"/> Retail	<input type="checkbox"/> Service (B2B)
<input type="checkbox"/> Service (B2C)	<input type="checkbox"/> Other

\_\_\_\_\_

Other Decision Makers: \_\_\_\_\_

Income Requirements: \$ \_\_\_\_\_ per year

**Time frame to purchase:**

As soon as possible  Within 6 months  6 months – 1 year  
 1 – 2 years  More than 2 years  When the right one comes along

**Capital Resources:**

Savings \$ \_\_\_\_\_ Home Equity (Net) \$ \_\_\_\_\_

401K / IRA \$ \_\_\_\_\_ Other Real Estate \$ \_\_\_\_\_

Stocks / Bonds \$ \_\_\_\_\_ Other \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_ (amount willing to place as down payment)

**Other**

Credit Score Range: \_\_\_\_\_ <700 \_\_\_\_\_ 700-749 \_\_\_\_\_ 750-800 \_\_\_\_\_ >800

Bankruptcy? \_\_\_\_\_ - If yes, please explain

Felony Conviction? \_\_\_\_\_ - If yes, please explain

US Citizen? \_\_\_\_\_ If no, what is your status as this will affect bank financing options? \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_