

# CONFIDENTIALITY AGREEMENT

[www.jordielee.com](http://www.jordielee.com)

**Our agreement with the Seller requires that we obtain a Confidentiality Agreement and evidence of financial ability before disclosing the name and location of his/her business.**

In consideration of the Broker, The Jordie Lee Company, providing the information on businesses for sale/lease, land, or property, I/We understand and agree.

1.
  - a. That any information provided on any business is sensitive and confidential and that its disclosure to others may be damaging to the businesses and their owners.
  - b. Not to reproduce or disclose for a period of three years from the date I/We sign this Confidentiality Agreement, any information regarding these businesses and/or property to any other person who has not also signed the Agreement, except to secure the advice and recommendations of my business advisors, accountants, attorneys, etc. "Information" as used this Agreement shall include the fact that the businesses and/or property are for sale, plus any other data provided.
  - c. Not to contact the business owners or their landlords, employees, suppliers, or customers except through the Broker. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of any business and/or property presented by the Broker will be conducted exclusively through the Broker.
  - d. When visiting the premises of a business covered by this agreement, the undersigned agrees to conceal any and all marketing materials provided by The Jordie Lee Company or by the Seller and will not openly discuss the business availability in the presence, or within earshot, of any customers, clients or employees without permission of the Seller.
  - e. Not to circumvent or interfere with the Broker's contract with the Seller in any way, I/We understand that if I/We interfere with the Broker's contract right to its fee from the Seller, I/We may be personally liable to Broker for payment of the Seller's fee. We understand that should I/We become a manager or otherwise connected with any of the businesses shown or offered to me/us for sale or should I/We buy, trade, lease, or exchange any of the businesses and/or real estate disclosed to me/us, then a fee will be due to the Broker. I/We understand that if I/We make the purchase through the Broker, I/We will not be liable for the fee to be paid by the Seller to the Broker.
2. That all information regarding businesses for sale is provided by the Seller 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, express or implied, as to the accuracy of such information. Understanding that, I/We shall make an independent verification of said information prior to entering into an agreement to purchase to purchase any businesses. I/We agree that the Broker is not responsible for the accuracy of any of the information I/We receive or fail to receive, and I/We agree to indemnify and hold the Broker and its agents harmless from any claims or damages which may occur by reason of the inaccuracy or incompleteness of any information provided to me/us with respect to any business I/We might purchase.
3. That should I/We enter into an agreement to purchase a business and/or real property, I/We will provide a financial statement and a personal and business history and I/We authorize the Seller to obtain, through standard reporting agencies, financial and credit information about me/us or the companies I/We represent.
4. That, unless otherwise stated in writing, the Broker is not an agent for me but is an agent for the Seller.
5. Prospective purchaser acknowledges that he/she is not a representative, agent, or informant for any event collection agency.
6. Prospective purchaser acknowledges he/she has been advised to seek independent counsel of an attorney, financial or business advisor and/or accountant to verify the information supplied Broker, and to examine all and applicable documentation relevant to transaction.

**I (we) acknowledge that I/we have received an exact copy of the Agreement and that I/we have read this Agreement carefully and fully understand it.**

**Liquid Assets:** \_\_\_\_\_ **Net Worth:** \_\_\_\_\_ **Credit Score:** \_\_\_\_\_

**Business Interests:** \_\_\_\_\_

**Max Down Payment:** \_\_\_\_\_ **Required First Year Salary:** \_\_\_\_\_

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

\_\_\_\_\_  
**Name (Please Print)** **Address**

\_\_\_\_\_  
**Day Phone #** **Evening Phone #** **City, State, Zip**

\_\_\_\_\_  
**E-Mail Address** **RETURN TO (Michael Hall)**