

Confidential Buyer Profile Form



Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Cell Phone: _____ E-mail: _____

Business Experience (please indicate years of experience in the following)

Sales/Marketing _____ Engineering _____ Manufacturing _____ Service _____
 Finance/Accounting _____ Distribution _____ Operations _____ Retail _____
 Human Resources _____ Other _____

Industries: _____

Financial Statement (net worth is needed if you don't want to itemize – required from all investors being considered)

Assets:		Liabilities:	
Cash		Lines of Credit	
Home		Home Mortgage	
Stocks and bonds		Home Equity Loans / 2 nd	
Other Real Estate		Other Real Estate Loans	
Automobiles		Automobile Loans	
Retirement Funds		Credit Card Debt	
Other Assets		Other Liabilities	
Total Assets		Total Liabilities	

NET WORTH (Total Assets – Total Liabilities) \$ _____

Acquisition Criteria

Are you inquiring about a specific listing: _____

How soon is acquisition desired: _____

Geographic preferences: _____

Types of businesses desired: _____

I am looking to be an... Active Manager Passive Investor:

Minimum Annual Income Required: _____

Cash Available for Down Payment: _____ When is Cash Available: _____

Who will be involved in the decision (list all investors) _____

Signature

Date



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Nondisclosure and Confidentiality Agreement

Our agreement with the seller requires that we obtain a nondisclosure and confidentiality agreement and evidence of financial ability before disclosing the name and location of his business. This information will be kept confidential. In compliance with the above, please read and complete the following nondisclosure and confidentiality agreement.

I, the undersigned potential investor, in consideration for the principals, associates, agents, or employees of Advanced Business Advisors, hereinafter "ABA," providing me with information on businesses offered for sale, understand and agree:

1. That information provided on businesses by ABA is sensitive and confidential and that its disclosure to others would be damaging to the businesses and to the broker's fiduciary relationship with the seller.
2. That I will not disclose any information regarding these businesses to any other person who has not also signed and dated this agreement, except to secure their advice and counsel, in which case I agree to obtain their consent to maintain such confidentiality. "Information" shall include the fact that the business is for sale, the business's finances, customers, suppliers, trade secrets, as well as proprietary data about pricing and marketing practices plus other data. The term "information" does not include any information, which is, or becomes, generally available to the public or is already in your possession. All information provided to review the business will be returned to ABA without retaining copies, summaries, analyses, or extracts thereof in the event the review is terminated.
3. That I will not contact the seller, his employees, suppliers, or customers except through ABA.
4. That all information is provided by the seller and is not verified in any way by ABA. ABA is relying on the seller for the accuracy and completeness of said information, has no knowledge of the accuracy of said information, and makes no warranty, express or implied, as to such information.

5. ABA does not give tax, accounting, or legal advice. That, prior to finalizing an agreement to purchase a business, it is my responsibility to make an independent verification of all information. I agree that ABA is not responsible for the accuracy of any information I receive, and I agree to indemnify and hold ABA harmless from any claims or damages resulting from its use. I will look only to the seller and to my own investigation for all information regarding any business offered by ABA.

6. That all correspondence, inquiries, offers to purchase, and negotiations relating to the purchase or lease of any business presented to me, or companies I represent, by ABA will be conducted exclusively through ABA.

I further acknowledge that ABA and/or the Seller and its owners shall have a right of action directly against "me" for any and all remedies provided by law in event of breach of my obligations under items 1, 2, 3, 4, 5, or 6 above.

I further acknowledge that fees due ABA that are, and will be, the responsibility of the Seller unless, I circumvent or interfere with ABA's contract with the Seller in any way at which time, I assume Seller's obligation for fees due ABA.

Financial Capability Information

Net Worth \$ _____

Liquid Assets \$ _____

I have up to \$ _____ available to purchase
a business and/or real estate

Date: _____

X _____
Print Your Name

X _____
Signature

Address: _____

Phone: _____

Email: _____