

# JS BUSINESS BROKERS

John Stefan (Owner /Salesperson)

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Fax to: \_\_\_\_\_ Fax #: \_\_\_\_\_

## CONFIDENTIALITY AGREEMENT - CUSTOMER REGISTRATION FORM

This agreement is made and entered into by and between the undersigned and JS Business Brokers (hereinafter referred to as JSBB). This agreement applies "ONLY TO" those businesses or properties that JSBB has introduced to the undersigned Buyer.

I, the undersigned, am investigating the purchase of a business. I understand that "Broker's Commission" is paid by the seller, unless I breach this agreement in any way, in which event I agree to pay JSBB the full commission of 10% of the Asking Price presented below. I acknowledge that JSBB will be supplying me with confidential information concerning the location, price, financial information and other details of each business or property listed below. I will not disclose any information regarding the Businesses or Properties listed below to any other parties and I will not directly or indirectly contact the owners, shareholders, landlord, suppliers, customers or employees of these businesses, nor will I tender a deposit, consummate a sale, lease, exchange or take possession of any of the businesses or properties listed below in whole or in part, for a period of 2 years, regardless of expiration of the listing agreement. If I purchase one of JSBB's Listings, I agree to notify JSBB prior to any closing date and will not close on any business that JSBB has introduced to me without JSBB receiving their pre-agreed commission which is payable at the closing.

**\*ADDITIONALLY:**

1) The undersigned agrees to utilize JSBB solely with respect to any businesses that JSBB has introduced me/us and will not use the services of any other broker for the same business. (Some Business Owners will list their businesses with more than one Broker)

2) I will conduct all negotiations and make all offers to purchase directly through JSBB.

3) I agree that any additional listings given to me by JSBB will become a part of this and added to this agreement.

4) I understand that the statements, facts and figures provided have been given to JSBB by the seller of each business or property listed below or third parties acting in a similar capacity. I understand that while JSBB acts as a marketing agent for the seller, this material has not been audited and accordingly no guarantee is made as to their accuracy. I agree that I will use my own independent accounting, legal, tax and business advisors and I am fully responsible for conducting my own audit, examination, inspection and verification of all information and records provided and I hold JSBB harmless for any errors, omissions or misrepresentations contained therein.

5) In the event that I/we "do not" purchase the "actual business" listed herein, but instead lease the business premises from the landlord or any other person who controls the location, I then agree to pay JSBB a leasing commission of \$7,000.00.

6) The undersigned Buyer, or any affiliation thereto, intending to be legally bound, hereby irrevocably agrees not to circumvent, avoid, bypass or obviate JSBB, directly or indirectly, in connection with the purchase of any business which was shown, introduced or revealed to Buyer in any manner by JSBB. In the event such circumvention does occur, the Buyer shall be liable for all fees and/or commissions due. Such protection period shall extend for 12 months after expiration of Seller's agreement with JSBB.

I HAVE READ, UNDERSTOOD AND RECEIVED A COPY OF THIS AGREEMENT.

\_\_\_\_\_ x \_\_\_\_\_ - \_\_\_\_\_  
Date Accepted: Buyer (Signature) Print Name Partners Name

\_\_\_\_\_ City State Zip  
Home Address

\_\_\_\_\_ Work Phone Email Address  
Home Phone Cell Phone

### BUSINESS REFERRALS:

Business Name	Location	Asking Price

Sales Agent for JS Business Brokers: John Stefan