



Buyer Registration-Confidentiality Agreement

The undersigned (herein “we” or “us”) are exploring the possibility of purchasing a business (“Business”) based on the terms below.

1. **Authorization:** We hereby authorize Luca Commercial, . (hereinafter “LC”) to act for us in seeking to find an appropriate Business. LC will provide us with consultations, general advice concerning Businesses for sale, access to LC’s confidential listings of Business and other potentially valuable information and services. We understand we are responsible to do our own inquiries, investigation, and due diligence.
2. **Agency:** In exchange for such information and services, we agree to respect and utilize LC solely with respect to any Business to *which we are introduced* by LC at any time.
3. **No Fee For Listed Business:** We have been advised that **No Fee** shall be payable by us to LC if the Business acquired is currently or subsequently listed with LC.
4. **Exclusive Negotiations:** In exchange for LC’s assistance, we agree:
 - a. We will not enter into any negotiations for the purchase of any LC Listed Business or any other businesses to which LC has introduced us, otherwise than through a representative of LC.
 - b. For a period of two (2) years after we cease to use LC services, we will not use, or accept the services of any other broker or intermediary with respect to any LC Listed Business or any other Business to which LC has introduced to us.
 - c. The undersigned expressly acknowledges that the agency created by this agreement shall not preclude LC from acting as agent for any seller or another prospective purchaser or purchasers, or inhibit LC from providing listing information to such other prospective purchasers.
5. **Buyer Confidentiality:** In consideration for LC providing us with sensitive confidential information relating to certain business enterprises which LC represents or has been retained to offer for sale, we hereby agree with LC as follows:
 - a. We recognize that LC has contracts executed with its clients providing for fees and/or commissions to be earned by LC on the sale, or exchange of such Businesses. Therefore, we will not seek to circumvent LC in any way. We understand that any breach of this Agreement by us may result in loss, cost, or damage to LC, and that we will be financially responsible for such loss, cost or damage. In addition, we agree not to close on any business unless LC has been paid by the Seller of that business.
 - b. We will not disclose to any non-involved third party (parties other than partners, investors, lenders or professional advisors) any of the information provided to us by LC pertaining to any Business shown or identified to us by LC.
 - c. We will not contact or attempt to contact any of the principals, employees, suppliers, creditors, customers or competitors of such Business except by and through LC. Any offers or proposals to purchase such business will be made and presented to Sellers only by and through LC.
6. **Buyer Responsibility:** In the event we purchase any business through LC, we understand that the final responsibility for the purchase decision will be solely ours, and that LC shall be, in no way, responsible for the representations of the seller, the terms of the purchase contract, the fulfillment of the purchase contract, or any other terms and conditions to be negotiated solely between the Seller and us.

7. **Leasing:** In the event that we do not **purchase** any of the businesses listed herein from the business owner,
2370 Diamond Hill Road Cumberland, Rhode Island 02864
T: 401-457-1361 M: 401-580-9797 F: 619-489-0482
joe@lucacommercial.com or jluca@rpl-commercial.com



but *instead lease the business from the landlord* or any other person who controls the location, then **LC** shall be entitled to a leasing commission (minimum leasing commission to **LC** is ten thousand dollars (\$10,000)).

NOTICE

You are instructed **not** to introduce yourself to sellers or their employees. Look at the location **ONLY**, then contact us for an appointment with the owners.

- 8. **Hold Harmless:** We agree to hold **LC** and its agents harmless from any misrepresentations made by the seller.
- 9. **Representation:** We understand that **LC** is representing the Seller as marketing agents and act solely on their behalf. For the purpose of representation, **LC** shall arrange a meeting between us and the Seller, at which time the Seller will represent and confirm all information, facts and figures directly to us. We further understand that **LC** has urged and strongly recommended that we personally verify all information, facts and figures presented to us and that we rely upon our own verification and that of our own legal, tax and financial advisors for professional assistance of that type.
- 10. **Arbitration:** Any action or dispute between myself and **LC**, including issues of arbitrability, shall, at the option of either party, be determined by arbitration administered by the National Arbitration Association, under its Commercial Arbitration Rules, www.natarb.com
- 11. **I do hereby swear that I am seeking to purchase a business for myself and that I am neither a broker or agent or intermediary. I understand that the confidential information to which I am requesting access is for my personal use only. Any breach of confidentiality can and will result in damages to both LC and the Seller.**

Contact Information: (PLEASE PRINT)

Name(s):		Email:	
Address:		Home Tel:	
City:		Work Tel:	
State, ZIP		Fax:	

NOTICE

You are instructed **not** to introduce yourself to sellers or their employees. Look at the location **ONLY**, then contact us for an appointment with the owners.

Agreed to and **Accepted By:**

Accepted Buyer

Date

Accepted, Luca Commercial

Date

2370 Diamond Hill Road Cumberland, Rhode Island 02864

T: 401-457-1361

M: 401-580-9797

F: 619-489-0482

joe@lucacommercial.com or jluca@rpl-commercial.com