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## Confidential Buyer Registration

Thank you for inquiring about the Utah businesses we represent for sale. In order to provide you with the benefits of all our services, please complete the “Confidential Customer Profile” and sign the “Confidentiality Agreement” after reading it entirely. This information will enable us to better help you choose the businesses that are complementary to your skills, interests, financial needs and capabilities.

Return the completed “Confidential Customer Profile” and the signed copy of the “Confidentiality Agreement” to our office by Fax, Mail, Email, or Call for Appointment. If you have any questions about any of our services, please call to speak with a licensed professional Business Broker. We are looking forward to working with you.

### Steps to purchasing a business through Business Resource Center OAB

1. **CONTACT BROKER AND REGISTER:** This is the most important step to help us determine your Interests, Financial Needs and Capabilities. During this step, we will ask you to sign a non-disclosure statement. The business owners who have listed their business with us require this non-disclosure to ensure you are aware of the importance of safeguarding the information you will receive.
2. **SELECT BUSINESSES TO REVIEW:** We will show you the best opportunities based on your registration interview. You may not qualify for some businesses due to experience or financial ability, so there is no need to spend time on those businesses.
3. **TOUR SELECTED BUSINESSES:** We will make arrangements for you to meet the owner and see the business. Many times these tours are done before or after business hours so we don't disrupt the business and accidentally alert the employees or customers the business is for sale.
4. **MAKE PROPOSAL WITH EARNEST MONEY:** The amount of earnest money that accompanies the offer to purchase is up to you. A typical amount would be 1% of the purchase price offered, with a minimum of \$1,000. Your earnest money shows the seller how serious you are about the offer and is protected by any contingencies you write into the offer. All offers require you to provide a personal financial statement. This information shows your capability to purchase the business and will help the seller decide on accepting your offer.
5. **DUE DILIGENCE:** Once your offer is accepted, you then have the opportunity to inspect Business Records, Equipment, etc... to satisfy the contingencies that are a part of the accepted offer.
6. **REQUEST ESCROW DOCUMENTS FROM ATTORNEY:** After all contingencies are satisfied we will have you sign an Authorization to Close which gives us permission to have closing documents drafted by the closing attorney. Their fees are paid when signing this document. Currently, the fees range from \$700 - \$900 and are shared equally between Buyer and Seller (\$350 - \$450 each).
7. **INVENTORY VERIFICATION:** If you are buying a business that maintains inventory, we will usually count it the day before you take possession of the business. If the cost value is more or less then what was stated in the accepted offer, then the purchase price is adjusted by the difference.
8. **CLOSING:** We will all meet at the attorney's office to review the closing documents and make any corrections. Clean copies are made and signed. **CONGRATULATIONS!**



**Business Resource Center OAB**  
*Linking Buyers and Sellers*

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 Fax (801) 776-6251  
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## Confidential Customer Profile

Name \_\_\_\_\_

Spouse or Partner Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: Home# \_\_\_\_\_ Work# \_\_\_\_\_ Mobile# \_\_\_\_\_

Fax# \_\_\_\_\_ Email \_\_\_\_\_

Place of Employment \_\_\_\_\_

How did you hear about Business Resource Center? \_\_\_\_\_

Have you ever worked with a business broker before?    Yes    No

Are you familiar with our services?    Yes    No

Do you: Own Your Home    -or-    Rent

Any special training or schooling that could be used in business operation? \_\_\_\_\_

Do you have any hobbies that may tie in with a business career? \_\_\_\_\_

What do you like most about what you do now and why? \_\_\_\_\_

What do you like least about what you do now and why? \_\_\_\_\_

What other types of work have you done? \_\_\_\_\_

Previous job: \_\_\_\_\_ Reason for leaving: \_\_\_\_\_

What are your applicable strong points? \_\_\_\_\_

**LOCATION AND TYPE OF BUSINESS:**

Where would you prefer the business be located? \_\_\_\_\_

Most Desirable type of business \_\_\_\_\_

Least Desirable type of business \_\_\_\_\_

**TO DETERMINE WHAT SIZE BUSINESS WORKS FOR YOU, PLEASE PROVIDE THE FOLLOWING INFORMATION:**

Your current annual income \$ \_\_\_\_\_ Spouse/Partner current annual income \$ \_\_\_\_\_

Other income \$ \_\_\_\_\_ **Total Current Annual Income \$ \_\_\_\_\_**

What is the minimum level of spendable income you expect from your business in the first year? \$ \_\_\_\_\_

What level of spendable income do you desire from your business annually? \$ \_\_\_\_\_

For the right opportunity, how much can you personally invest comfortably as the initial investment? \$ \_\_\_\_\_

**Where will your initial investment come from?**

Cash on Hand    \$ \_\_\_\_\_

Real Estate Equity    \$ \_\_\_\_\_

Stocks & Bonds    \$ \_\_\_\_\_

Other Collateral    \$ \_\_\_\_\_

**Total funds available \$ \_\_\_\_\_**

## CONFIDENTIALITY AGREEMENT AND AGENCY DISCLOSURE

Business Resource Center's agreement with the Seller requires that a Confidentiality Agreement and evidence of financial ability be obtained before disclosing the name and location of his/her business. This information will be kept confidential.

In consideration of the broker, Business Resource Center OAB, ("Broker") providing the information on business for sale, I/We (hereafter singular shall include plural) understand and agree:

- 1 That Broker is not an agent for me, but is an agent for the Seller and has a contract providing for a fee to be paid to Broker by Seller upon sale, trade, lease or transfer of Seller's business or property.
- 2 That any information provided on any business is proprietary and confidential, and that its disclosure to others may be damaging to the business, their owners, and their employees. All information not used in the actual purchase of a business will be promptly returned to Broker.
- 3 Not to disclose, for a period of three years from the date I sign this Confidentiality Agreement, any information regarding these businesses to any other person who has not also signed this Agreement, except to secure the advice and recommendations of my business advisors (accountants, attorneys, etc.). "Information" as used in this Agreement shall include the fact that the businesses are for sale, plus any other data provided. Proprietary information obtained during investigation of businesses not purchased will not be used to the detriment of any Seller.
- 4 Not to contact the business owners or their landlords, employees, suppliers or customers except through Broker. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of any business presented by Broker will be conducted exclusively through Broker.
- 5 Not to circumvent or interfere with Broker's contract with the Seller in any way. I understand that if I interfere with Broker's contracted right to its fee from Seller, I will be personally liable to Broker for payment of the Seller's fee in accordance with the Employment Agreement between Seller and Broker. I understand that should I become a manager or otherwise connected with any of the businesses shown or offered to me for sale, or should I buy, trade, lease or exchange any of the businesses disclosed to me, then a fee will be due to Broker. I understand if I make the purchase through Broker, I will not be liable for the fee to be paid by Seller to Broker.
- 6 That all information regarding businesses for sale is provided by the Sellers 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, expressed or implied, as to the accuracy of such information. Understanding that, I shall make an independent verification following acceptance of my offer by Seller of said information, and any additional information I may request of Seller, prior to entering into a final agreement to purchase any business. I agree that Broker is not responsible for the accuracy of any of the information I receive or fail to receive, and I agree to indemnify and hold 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 with respect to any business I might purchase.
- 7 That should I enter into an agreement to purchase a business, I will provide a financial statement and a personal and business history, and I authorize the Seller and his/her landlord to obtain, through standard reporting agencies, financial and credit information about me or the companies I represent.
- 8 This Agreement and its representations, warranties and promises shall survive the closing of the sale of any business described to me.

I acknowledge that I have received an exact copy of this Agreement and that I have read this Agreement carefully and fully understand it.

\_\_\_\_\_  
Date \_\_\_\_\_

Signature

\_\_\_\_\_  
Date \_\_\_\_\_

Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Address

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Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Agent for Broker

