BUSINESS BROKERS of OHIO

STANDARD "CONFIDENTIALITY/DISCLOSURE" AGREEMENT

OBBA Member

_____ herein known as PROSPECT, acknowledges and agrees that PROSPECT approached **Business Transfer Specialists** (***BROKER*),** and that ***BROKER*** was the first to advise them of the availability and details concerning the following business and/or real property opportunities:

	LISTING NUMBER	BUSINESS DESCRIPTION		LISTING NUMBER	BUSINESS DESCRIPTION
1)			5)		
2)			6)		
3)			7)		
4)			8)		

1. PROSPECT understands and agrees that all dealings concerning the opportunities above will be handled through ***BROKER*** and that ***BROKER* has entered into agreements with Sellers for the payment of commissions**. PROSPECT further understands that information received about the above-mentioned opportunities will be kept in strict confidence, will not be used to compete with a Seller nor disclosed to any person, excluding parties involved in the transaction itself; and PROSPECT'S sole purpose in seeking this information is to purchase a business. In the event PROSPECT violates confidentiality or any covenant herein with respect to a Seller, then ***BROKER***, the listing broker and the Seller shall be entitled to all remedies provided by law, including injunctive relief and damages. The same remedies are available to ***BROKER*** in the event PROSPECT and/or a Seller attempts to circumvent them. ***BROKER*** shall be deemed to include any broker with whom ***BROKER*** is cooperating.

2. All data on business opportunities is provided for information purposes only and no representation is made by ***BROKER*** as to its accuracy. ***BROKER*** encourages PROSPECT to review and independently verify that the data provided by a Seller is substantially representative of their business activity, and it can be relied upon when considering a purchase of the business. PROSPECT further acknowledges they have been advised to seek the counsel of an accountant and/or attorney to verify the information supplied to ***BROKER*** by the Seller, and to examine any and all applicable documentation relevant to the transaction and a Closing.

3. In the event PROSPECT discloses the availability of said designated opportunities to a third party who purchases a business without ***BROKER*** assistance, then PROSPECT, in addition to the remedies specified herein, is also responsible for payment of ***BROKER'S*** compensation which would have been paid on the listed selling price or minimum compensation, whichever is greater.

4. For two years from this date, PROSPECT agrees not to deal directly or indirectly with the Seller's above without BROKER'S written consent; and should PROSPECT do so and a sale, management contract or other financial arrangement, including a leasing of the business premises from the Seller or its Landlord is consummated, PROSPECT shall be liable for any and all damages ***BROKER*** may suffer, including but not limited to the Seller's compensation payable on the selling price or minimum commission, whichever is greater and, if appropriate, compensation negotiated with the Landlord. PROSPECT understands that ***BROKER*** shall have the right to place a lien on the business assets to collect its compensation, and this Agreement shall be the needed consent to do so as required by Ohio Statute 475.42(1)(j).

5. This Contract shall be governed by the laws of the state of Ohio. If any dispute arises out of this Agreement, the breach or the interpretation thereof, the parties may seek a resolution via sharing the cost of non-binding mediation, per the Ohio Mediation Act If, however, a resolution by binding arbitration, per the rules of the American Arbitration Association, or by litigation is unavoidable, the Arbitrator/Court is instructed to award the expenses of the arbitration/trial, including reasonable attorney's fees and costs to the prevailing party. A judgment and awards shall be entered by a court of competent jurisdiction. The parties further agree that jurisdiction and venue for any conflict, and the entry of judgments shall be in Franklin County, Ohio. ***BROKER*** shall be entitled to all information relating to conflicts from the Mediator, Arbitrator or Court, and the Parties.

6. The Seller is the intended beneficiary of all covenants of PROSPECT which benefit the Seller, including without limitation the covenants concerning the use of information disclosed to PROSPECT, and a Seller may bring an action to enforce such covenants. PROSPECT acknowledges receiving a copy of this Agreement and a facsimile copy with signatures shall be considered as original.

PROSPECT(1) Signature **Date**

PROSPECT(2) Signature **Date**

Printed Name (1) **Phone Number**

Printed Name (2) **Phone Number**

Address

Agent for Selling Broker **Date**

City **State** **Zip Code**

Business Transfer Specialists, LLC / E-Mail: tara@biztsfr.com
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Upon signing this Agreement, a 1 page "Business Profile" on each business disclosed may be provided