VR Business Brokers of St. Louis
3636 S Geyer Rd, Suite 125
St. Louis, MO 63127
314-833-9207

BUYER CONFIDENTIAL NON-DISCLOSURE AGREEMENT (NDA) & BROKER DISCLOSURE

In consideration of the Broker, VR Business Brokers of St. Louis, LLC, ("Broker") providing the information on the business for sale, identified below as the "Business", I understand and agree:

1. That any information provided about the Business is sensitive and confidential, and that its disclosure to others may be damaging to the Business and their owners.
2. That I will not disclose, for a period of five years from the date I sign this Non-Disclosure Agreement, any information regarding the Business to any other person, 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 Business is for sale, plus any other data provided.
3. That I will not contact the business owners or their landlords, employees, suppliers or customers except through the Broker. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of the Business presented by Broker will be conducted exclusively through the Broker.
4. That I will not circumvent or interfere with the Broker's contract with the Seller in any way. I understand that if I interfere with the Broker's contract right to its fee from the Seller, I may be personally liable to the Broker for payment of the Seller's fee. I understand that should I become a manager or otherwise connected with the Business shown or offered to me for sale, or should I buy, trade, lease or exchange the Business disclosed to me, then a fee will be due to the Broker. I understand if I make the purchase through the Broker, I will not be liable for the fee to be paid by Seller to Broker.
5. That all information regarding the Business for sale is provided by the Seller or other sources and is not verified in any way by the Broker. The Broker has no knowledge of the accuracy of said information and makes no warranty, express or implied, as to the accuracy of such information. Understanding that, I shall make an independent verification of said information prior to entering into an agreement to purchase the Business. I agree that the 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 the 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 the Business.
6. That I willingly agree to provide a current personal financial statement (*PFS*), dated within the past 30-days, signed by me and a third party representative from either my bank or my CPA along with their contact information, which demonstrates my financial ability to seriously inquire about the Business and/or enter into a purchase agreement within the price range of the Business, before receiving the requested information about the Business.
7. That should I enter into an agreement to purchase the Business, I will provide a complete financial statement, a personal and business history or resume, and I authorize the Seller to obtain through standard reporting agencies financial and credit information about me or the companies I represent.
8. That the Broker may, in its capacity to provide intermediary and representation services, have an exclusive or limited agency with either or both the Seller and/or the Buyer. The Broker's type of agency is disclosed and agreed upon within the separate Seller's Listing Agreement and/or the Buyer's Representation Agreement. Both sources outline the responsibilities of all parties, to include agreements and disclosures for the Broker's fee upon sale, trade, lease, or transfer of the Business or property.
9. I acknowledge that I will receive confidential information about the Seller's business, operations, customers, and employees and agree not to start a similar or competing business and not to solicit or contact the Seller's employees or customers for a period of five years from the date herein.
10. In the event I do not purchase the Business, for whatever reason, I agree to immediately return to the Broker any and all hard copies of materials, and to delete or destroy electronic copies, related to the Seller and the Business without retaining any copies in any format.
11. By signing below, I acknowledge, understand, agree to, and accept this Agreement.

The "Business": _____ ID #: _____

_____ _____
Signature Date Email

_____ _____
Print Name Phone

_____
Street Address, City, State, Zip

A separate NDA and PFS is required for each individual member of the interested party.

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Buyer Pre-Qualification "1-2-3" Questionnaire

Business Listing ID: _____ **Date:** _____
Business Title: _____
Business Price: $ _____
Your Name: _____ **Email:** _____
Your Address: _____ **Phone:** _____

Step 1: Pre-Qualification Questionnaire		
Answer all of the following questions; if all "Yes" then proceed to Section 2; if you answer "No" to any question then skip to Section 3.	**Yes**	**No**
1. ***Industry:*** Is this business in an industry in which you want to invest or own?	○	○
2. ***Pricing:*** Do you have the financial ability and/or resources to purchase a business within this price range?	○	○
3. ***Timeframe:*** Are you ready, willing, and able to purchase a business like this within the next 6 to 8 weeks?	○	○
4. ***Down Payment:*** Most businesses, and banks, expect Buyers to have 20% down payment in cash. Do you have 20% liquid cash available for the down payment?	○	○
5. ***Escrow:*** Half of the down payment is often placed in escrow with a wire transfer or certified funds. Are you able to submit half of the down payment as a wire transfer or certified funds into escrow with a qualified closing or escrow agent at the time of presenting an offer to purchase this business?	○	○
6. ***Offer to Purchase:*** Seller's have an expectation that if you are receiving their business data that it is your intention to make an offer on their business. Are you prepared to make an offer to purchase this business with the assumption that it meets your investment and/or buying criteria? *Note: Due diligence begins after all parties sign the Buyer's offer to purchase.*	○	○

Step 2: Buyer's Pre-Qualification Packet	
Best time to call:	
Complete and send all of the Buyer's Pre-Qualification Packet documents below:	***Checklist***
Attach this questionnaire.	
Attach a copy of your resume and professional references.	
Attach a signed copy of your Personal Financial Statement (PFS).	
Attach a signed copy of the Buyer-Broker Agreement.	
Attach a signed copy of the Non-Disclosure Agreement.	

Step 3: Buyer's Consultation ***If you answered "No" to question #...***
…1: What industry do you want?
…2: What is your price range?
…3: What is your time frame?
…4: How much do you have to work with?
…5: Do you want help with assigning escrow?
…6: Why?
Best time to call:

Email this questionnaire and your supporting documents to Jeff Kalil at jeff@vrgatewaystl.com.

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BUYER CONFIDENTIAL FINANCIAL STATEMENT

Name: _____ **Phone:** _____

Address: _____ **Email:** _____

Assets

Cash on Hand and in Banks	$
U.S. Government Securities	$
Accounts, Loans and Notes Receivable	$
Cash Surrender Value Life Insurance	$
Value of Businesses Owned	$
Other Stocks and Bonds	$
Real Estate Owned (including rental properties)	$
Automobiles- How many? Estimated total value?	$
Other Assets	$
Total Assets	$

Liabilities and Net Worth *(ENTER AS A NEGATIVE (-) VALUE)*

Notes Payable (enter as a negative (-) value)	$
Liens on Real Estate (enter as a negative (-) value)	$
Other Liabilities (enter as a negative (-) value)	$
Total Liabilities	$
Net Worth (Total Assets – Total liabilities)	$

Source of Income

Salary	$
Dividends and Interest	$
Bonus and Commissions	$
Real Estate Income	$
Other Income	$
Total Income	$

The undersigned certifies this information is true and correct as of the date signed and verified by the Certifying Official (CPA or Bank Manager).

Buyer Signature **Date**

Certifying Official Signature **Date**

Certifying Official (Print Name)

Certifying Official Company

Certifying Official Title

Certifying Official Address

Certifying Official Phone & Email

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