

**Executive Business Brokers Inc. Confidentiality & Showing Agreement**

**PLEASE PRINT ALL INFORMATION**

Buyer: \_\_\_\_\_

Agent: **Frank Mancuso**

frankmancuso@executivebusinessbrokers.com

Date: \_\_\_\_\_

Date	Listing ID	Business or Real Property to be Shown	Address
1			
2			
3			
4			
5			
6			

**THE SELLER PAYS OUR COMMISSION**

**I WILL NOT CONTACT SELLER, EMPLOYEES, LANDLORD OR VENDORS WITHOUT AUTHORIZATION FROM SELLER OR BROKER**

I/We the undersigned and prospective Purchaser(s) hereby acknowledge receipt of confidential information about the business (es) and/or real property described and about to be shown to me by EXECUTIVE BUSINESS BROKERS, INC. "EBB" on the date indicated above. The Purchaser(s) agrees to conduct all further inquiries in connection with the above described business (es) and/or real property exclusively through EXECUTIVE BUSINESS BROKERS, INC. Which I/we acknowledge to be the agency first providing such information to me/us. It is further agreed that should I/we enter into a Purchase and Sale Agreement directly or indirectly with the Seller without the Broker's written authorization, the Purchaser and Seller jointly and severally agree to pay the Broker's commission, which is ten (10) percent of the total selling price together with any reasonable legal fees incurred by "EBB".

Prospective Purchaser hereby irrevocably and unconditionally agrees to allow Executive Business Brokers, Inc. to add all names of businesses to this Agreement which may be given to me/us at a later date via telephone, fax, mail or electronically. Purchaser further agrees to be bound by all the terms and conditions with respect to these additional businesses hereafter added to this Agreement. I/we hereby agree to retain in strictest confidence all information provided regarding the business (es) and/or real property listed above.

PURCHASER/BUYER BEWARE- Executive Business Brokers "EBB" has not audited the books & records of this business or verified any other facts or representation made by Seller which has been submitted to the buyer which is subject to errors and omissions. Furthermore "EBB" does not warrant the accuracy and completeness of any of the information submitted to Purchaser including but not limited to information contained in Executive Business Brokers Fact sheet, marketing materials and websites. Purchaser & Seller hereby agree to hold harmless Executive Business Brokers from any fee's, claims or litigation which may arise from this transaction including but not limited to reasonable attorney fee's incurred by Executive Business Brokers in defending any litigation arising from this contemplated transaction. Purchaser hereby agrees and is required to conduct his/her own due diligence to validate all information regarding this business, including but not limited to Sellers books & records, lease, area demographics, competition, new area development which may affect business, condition and age of equipment, required permits , etc. Purchaser hereby acknowledges that Executive Business Brokers represents the Seller.

RECEIPT OF A COPY OF THIS ACKNOWLEDGEMENT AND AGREEMENT IS HEREBY ACKNOWLEDGED

**[ ]**

PROSPECTIVE PURCHASER SIGNATURE

EXECUTIVE BUSINESS BROKERS, INC.

Street \_\_\_\_\_

**Frank Mancuso**

ADDRESS

PRINT AGENT NAME

Tel: 201-602-3813

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

HOME PHONE \_\_\_\_\_

BUSINESS PHONE \_\_\_\_\_

FAX \_\_\_\_\_

EMAIL \_\_\_\_\_