



**CALIFORNIA BUSINESS INVESTMENT & REALTY GROUP, LTD.**  
3600 Wilshire Blvd. Suite 1903 • Los Angeles • CA • 90010  
Tel: 310.295.9989 • Fax: 323.431.0160

**CONFIDENTIALITY / DISCLOSURE AGREEMENT**

This agreement is dated and effective as of the date below by and between **CALIFORNIA BUSINESS INVESTMENT & REALTY GROUP, LTD.**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Driver's License No. \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Business Type	Business Description

Information provided on any listed business is confidential and disclosure of such information to others may be damaging to the business and its owners. Now therefore it is agreed as follows:

- The undersigned Prospect(s) agree not to contact the business owner, the lessor, business employees, suppliers, vendors or customers except through the Broker. All correspondence, inquiries, offers to purchase, lease or acquire any interest in the business/property represented by Broker shall be conducted exclusively through Broker.
- Prospect(s) intent is to purchase, lease or acquire an interest in the business/property and the information is sought for such purpose only and not to benefit others including but not limited to competitors, the IRS or any other governmental or regulatory agency.
- Prospect(s) agree that Prospect(s) will not in any manner attempt to circumvent the Seller and/or Broker by obtaining property leases, customers, employees, vendors or any portion or interest in the business/property using knowledge and information gained from disclosure of information from Broker.
- Prospect(s) acknowledges that all information about the business is provided by the Seller and is not verified by the Broker. Prospect(s) acknowledge that purchasing a business represents investment risks and that Prospect(s) should obtain professional assistance from independent accounting, legal, and financial advisors to verify said information prior to entering into an agreement to purchase any business. Prospect(s) warrant that Prospect(s) will not rely solely on the unaudited information provided by the Broker and that Broker has no knowledge regarding the accuracy of said information and that broker makes no warranty, or guarantee, express or implied, as to the accuracy of such information.
- If Prospect(s) enter into an agreement to purchase a business, Prospect(s) will provide a personal and/or business financial statement(s) and resume(s), and will authorize the Seller to obtain, through standard reporting agencies, financial and credit information about Prospect(s) and/or the companies or affiliates unless provided by separate written agreement. The information will be held confidential by the Seller and Broker.
- Prospect(s) is informed that Broker is an agent for the Seller only and has a contract providing a fee to be paid to Broker by Seller upon sale, trade, lease, or transfer of the Seller's business or property. Prospect(s) will not be responsible for the fee to the Broker, if Prospect(s) purchase the business through the Broker. If Prospect(s) should circumvent the broker and become an owner, manager, lessee, purchase stock or otherwise become connected with the business, a full commission is owed by Prospect(s) to the Broker. Any changes in representation by the Broker must be in writing and shall be disclosed to all parties involved.
- Prospect(s) recognizes Broker as the procuring cause. In the event that Prospect(s) does not purchase the subject business from Seller through Broker, Prospect(s) agrees that for a eighteen (18) month period, commencing on the date of this agreement, Prospect(s) will not directly or indirectly deal with the Seller without the prior written consent of Broker. If Prospect(s), or an entity in which Prospect(s) has an interest in, or person or entity introduced to the Business Listing and/or Seller by Prospect(s), enters into a sale and/or purchase agreement, management contract or other financial arrangement with Seller of an opportunity, including leasing of business premises from Seller or Seller's landlord, Prospect(s) shall be liable for any and all damages Broker may suffer, including but not limited to Seller's commission payable on the listed price or minimum commission due under listing Agreement with Seller, whichever is greater.
- Prospect(s) represents and warrants that it does not represent a third party, competitor of the business, nor is Prospect(s) an employee of a competitor. Prospect(s) warrants that its sole purpose of receiving information on the Business Listing is to possibly affect a purchase and none other and Prospect(s) knows that Seller and Broker are relying upon such representations in disclosing to Prospect(s). Prospect(s) further warrants that it is financially capable of purchasing the disclosed businesses, has not filed for an undisclosed bankruptcy, and has not been convicted of a felony or fraud.
- Prospect(s) has received a copy of this Agreement and a fax copy with signatures shall be considered as an original. The undersigned(s), understand, acknowledges that this document is legally binding upon the undersigned(s) and all others involved in the analysis and evaluation of this information in connection with the possible purchase, lease or acquisition of any interest(s) of the business and agree that the Parties hereto will have the right to apply any court of jurisdiction for a restraining order or such other legal or equitable relief as may be appropriate to enforce the terms of this agreement and receive compensatory damages, court costs and attorney's fees.

\_\_\_\_\_  
Prospect Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Prospect Name (Print)

\_\_\_\_\_  
Co-Prospect Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Co-Prospect Name (Print)

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
CHERYL YAMAMOTO  
Agent Name (Print)