



FLORIDA BUSINESS BROKERS ASSOCIATION
STANDARD CONFIDENTIALITY / DISCLOSURE STATEMENT
TRANSACTION BROKER



(PRINT NAME) First Name: _____ Last Name: _____ herein known as PROSPECT, acknowledges and agrees that PROSPECT approached **CORPORATE INVESTMENT BUSINESS BROKERS**, who is a TRANSACTION BROKER (BROKER), and that BROKER was the first to advise PROSPECT of the availability of and details concerning the following business opportunities and real properties:

FBBA LISTING #	FBBA BUSINESS TYPE	BUSINESS DESCRIPTION
1.)		
2.)		
3.)		
4.)		
5.)		
6.)		

PROSPECT understands and agrees that all dealings concerning said business opportunity will be handled through BROKER and that **BROKER HAS ENTERED INTO AN AGREEMENT FOR PAYMENT OF A COMMISSION WITH THE SELLER**. PROSPECT further agrees that information received with respect to the above-mentioned opportunity will be kept in strict confidence, will not be used to compete with the SELLER and that PROSPECT shall not disclose this information to any person, excluding those parties specifically involved in the transaction itself and the PROSPECT'S sole purpose in seeking information about the business is to purchase a business. In the event that PROSPECT violates this confidentiality covenant or any other covenant herein with respect to SELLER, then BROKER, Listing BROKER and SELLER shall be entitled to all remedies provided by law, including but not limited to injunctive relief and damages. The same remedies shall be afforded and available to the BROKER in the event that the PROSPECT and/or the SELLER circumvent the BROKER. BROKER shall be deemed to include all and any other BROKERS with whom BROKER is co-operating.

All data on business opportunities are provided for information purposes only. No representation is made by BROKER as to the accuracy of the data provided. BROKER encourages PROSPECT to thoroughly review and independently verify to PROSPECT'S own satisfaction that the data provided are substantially representative of the business activity of the SELLER and can be relied upon when considering the purchase of said business opportunity of SELLER. PROSPECT acknowledges that PROSPECT has been advised to seek the independent counsel of an attorney and/or an accountant to verify the information supplied to BROKER by SELLER and to examine any and all applicable documentation relevant to the transaction.

In the event that PROSPECT discloses the availability of said designated business opportunity of SELLER to any third party and this third party purchases the business without the BROKER, then PROSPECT, in addition to the remedies specified herein above, will also be responsible for the payment of BROKER'S compensation which would have been payable on the listed selling price or minimum compensation, whichever is greater.

PROSPECT agrees that he will not within two years from this date deal directly or indirectly with the SELLER without the BROKER'S written consent and should the PROSPECT do so directly or indirectly and a sale, management agreement, lease or other financial arrangement, including leasing the SELLER'S premises from the SELLER or Landlord is consummated, the PROSPECT shall be liable for all and any damages which the BROKER may suffer, including but not limited to the compensation which would have been payable on the listed selling price or minimum compensation, whichever is greater and PROSPECT further agrees in terms of Section 475.42(1)(j) of the Florida Statutes, the BROKER at BUYER'S expense shall have the right to place any appropriate lien and encumbrance on the business and real estate or both, necessary to collect any compensation and this shall be the necessary authorization and consent as is required by the Statute. BUYER further grants BROKER a security interest under the FLORIDA UNIFORM COMMERCIAL CODE in and to all furniture, fixtures, inventory, accounts receivable and general tangibles of the BUSINESS as security for such commissions due in the future arising out of any options which a BUYER may subsequently exercise and authorizes BROKER to file this Agreement as a financing statement to perfect such security interest. For the purpose hereof the prospect shall include any corporation, which the BUYER may use to purchase the said business.

This Contract shall be governed by the laws of the State of Florida and the parties and the Broker specifically agree as a matter of substance and express their intention to submit any controversy or claim arising out of or relating to this contract, or the breach thereof, to resolution by taking any controversy or claim to a Court of Competent Jurisdiction and to file a suit at law and/or in equity. The parties agree that jurisdiction and venue with venue for the entry of judgment upon said judgment shall be in Lee County, Florida. The court is directed to award the expenses of the lawsuit, all reasonable attorney's fees and costs, to the prevailing party in the lawsuit. No action shall be entertained if filed more than two years subsequent to the date the cause (s) of action actually occurred regardless of whether damages were otherwise as of said time calculable. The Broker shall be entitled to all information and copies of all documents relating to the lawsuit from the parties. In any event the Broker shall be entitled to a copy of all filings, pleadings and rulings within 5 days after such papers are issued.

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 may bring an appropriate action to enforce such covenants. The Prospect acknowledges receiving a copy of this document. An electronic transmission of this document and any signatures shall be considered for all purposes as originals.

→
PROSPECT Signature (1) **DATE**
 →
Telephone Number
 →
Address
 →
City **State** **Zip**
 →
Fax Number (if available) **Call First:** Yes
 No
 →
Email Address

→
PROSPECT Signature (2) **DATE**
 →
Telephone Number
 →
Identification Source
 Larry Settle #90409, Joe Marks #90413,
 Dave Williams #90410, Peter Mazzagatti #90422
 →
Broker - #904 **DATE**
Corporate Investment Business Brokers
 13791 Metropolis Ave., Suite 100
 Fort Myers, FL 33912
 (239) 936.1718
(239) 936.1907 – (Confidential Fax)
www.floridabusinessbrokers.com / www.businessbroker.com
 EMAIL: cibb@cibb.net



To help us identify the best business opportunities for you, please complete the following:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Cell: _____

Email: _____

Cash Available: _____

Min. Income Req.: _____

Timeframe to Purchase: _____

Price Range: _____

How long have you been looking? _____

Credit Rating: Excellent Good Poor

What locations or areas will you consider? _____

Business Interested In:

Business Not Interested In:

Assets:

Cash on Hand and In Banks	\$ _____
Real Estate	\$ _____
Stocks and Bonds	\$ _____
Other Assets (itemize)	\$ _____
Total Assets	\$ _____

Liabilities & Net Worth:

Notes Payable	\$ _____
Liens on Real Estate	\$ _____
Other Liabilities (itemize)	\$ _____
Total Liabilities	\$ _____
NET WORTH	\$ _____

Source of Income:

Salary	\$ _____
Dividends & Interest, Bonds, Commissions, etc.	\$ _____
Real Estate Income	\$ _____
Other Income	\$ _____

How would you like us to contact you? Home: _____ Mobile: _____ Fax: _____ E-Mail : _____

Have you visited our websites? www.floridabusinessbrokers.com or www.businessbroker.com Yes _____ No _____

The undersigned certifies that this information is true and correct.

Signature

Date

Financial Information Strictly Confidential