

# CONFIDENTIALITY AGREEMENT & CLIENT PROFILE

**For general business or: Feed and Garden Center Baton Rouge area Price: \$250,000 inc inventory**

1. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned ("The Recipient") enters into this Confidentiality Agreement with and for the benefit of The Seller; Kellenberger & Associates, LLC (the Business Broker) and it's officers; NAI Latter & Blum; and cooperating brokers (if any). Recipient/Buyer acknowledges that we represent the Seller. "Buyer" or "Recipient" as used herein shall mean and include the undersigned individually or as a member, stockholder, officer, agent, employee or other capacity to any business entity.
2. The Broker has attached hereto or has provided or may subsequently provide to the Recipient in connection herewith certain location, identification, technical, financial, and/or business information (collectively the "Information") regarding the Company or property (as above designated) to facilitate an evaluation by the Recipient whether to acquire the Company or stock or assets thereof.
3. The Recipient shall not at any time, without prior written consent of the Company, furnish, copy, reproduce or distribute, in whole or in part, directly or indirectly, the Information to anyone, except Recipient's financial advisors and investors, who may be furnished with the Information for the sole purpose of advising the Recipient as to the structure of any proposed purchase of the Company (or its stock or assets), and it will keep confidential for 2 years the Information and will use the Information only for the purpose set forth above. Recipient will be liable for damage to the Company by disclosure or use of confidential information provided. The Recipient shall not contact the Company to discuss the sale or purchase of the Company or the Information without prior written consent of the Broker. Unless the Company is acquired by Recipient, the Recipient agrees not to hire, employ, engage, or solicit, directly or by subcontract, any current or former employees of the Company, for 12 months from the date of exposure to the business. Buyer/Recipient will not share or use any trade secrets or disclose that the Business is available for purchase.
4. The Recipient hereby indemnifies and holds harmless the Broker, and its agents, representatives, employees and attorneys, from and against any and all claims, liabilities, actions, causes of action and damages, arising from or relating to any injury or loss arising out of, from, or attributed to the transactions or matters subject hereof, or the actions, omissions, wrongful conduct or other breach of this Confidentiality Agreement by Recipient, which indemnification shall include, without limitation, reimbursement of attorney's fees and expenses incurred by the Broker in connection herewith.
5. The Recipient, affiliated companies, partners, or related parties shall not enter into any agreement for the purchase or lease of the Company or its stock or assets or any portion thereof within two (2) years after the date below (or 2 years beyond the end of discussions with seller if discussions are ongoing) unless said agreement contains a provision wherein the parties thereto acknowledge that the Broker is the procuring cause of such agreement and the Broker is entitled to a broker's commission as agreed upon by the Company or Cooperating Brokers and the Broker in a listing agreement. If Buyer violates the forgoing provision, Buyer will be liable for and pay said commission to Broker upon demand without any obligation on Broker's part to first exhasust any legal remedies against Seller.
6. While the Information is believed to be accurate, it is subject to change, error or withdrawal of offering, without notice. The Company and the Broker expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in the Information, or, for omissions from it. The Company reserves the right to require the return or destruction of the Information at any time. The information furnished by Broker has been prepared by or is based upon representations of the Seller and Broker has made no independent investigation or verification of said information. Recipient hereby expressly releases and discharges Broker from any and all responsibility and/or liability in connection with the accuracy or other aspects of the information and accepts sole and final responsibility for the evaluation of the information and all other factors relating to the Business.
7. This Agreement contains the entire agreement between the parties hereto with regard to the subject matter hereof. If one or more of the provisions contained herein shall be held to be invalid, illegal or unenforceable, the balance of this Agreement shall remain in full force and effect. This Agreement shall be binding upon the parties' heirs, successors and assigns, where permitted. This Agreement may not be assigned by the Recipient without the prior written consent of the Broker. No ambiguity herein shall be resolved presumptively against any party. This Agreement shall be construed in accordance with the laws of the State of Louisiana, and the obligations of the parties are performable in Lafayette Parish, State of Louisiana, where venue shall lie for any actions brought hereunder. Any controversy between the parties involving this agreement shall on written request of one (1) party served on the other be submitted to binding arbitration under the rules of the American Arbitration Association; the arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement. The expenses of arbitration shall be born by the parties in such proportion as the Arbitrators decide.
8. By signing below, **recipient represents they believe they have or can obtain sufficient resources to complete the transaction for the business they express interest in at the price indicated.** The terms and conditions of this Agreement shall apply to any other business Broker represents and on which Broker has provided information to Buyer without need for the execution of additional agreements and dates will automatically be adjusted to the date on which Broker furnished information on other businesses and/or property. A facsimile or electronic transmission of this document is legal and binding where allowed by law.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company name: \_\_\_\_\_ Street: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: print legibly \_\_\_\_\_

**Liquid Funds Available:** \_\_\_\_\_ **Net Worth:** \_\_\_\_\_ **THIS MUST BE FILLED IN.**

## **Criteria for interesting opportunities:**

Business Types: \_\_\_\_\_ Location: \_\_\_\_\_ Price: <\$250k \_\_\_; \$250k to \$1m \_\_\_; \$1-5 m \_\_\_; >\$5m \_\_\_

How long have you been looking for a business? \_\_\_\_\_ Have you contacted a lender yet? \_\_\_ Are you pre-approved yet? \_\_\_\_\_

Banker/reference?: Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Who else besides yourself will be involved? \_\_\_\_\_

**How did you learn of us?** (Circle) Bizbuysell Bizquest Businessbroker VER Axial LACDB Ad Referral YellowPages Other: \_\_\_\_\_

Please attach a resume and financial statement if available.

Form 354 3-14

**To: David Kellenberger • Fax: 337-456-2109 (computer server) • Ph: 337-654-7697 • email: davek@biz2buy.net**