***NATIONAL RESTAURANT EXCHANGE***

***New England Restaurant Brokers***

*580 Salem St., Ste. 12, Wakefield, MA 01880*

*(617)721-9655 Fax: (781)246-5000* NERB@comcast.net

**~ NON-DISCLOSURE AGREEMENT ~**

[www.NERestaurantBrokers.com](http://www.NERestaurantBrokers.com)

**Have you previously spoken to, or worked with, any other**

 **brokers in our office? Who?\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This contract is legal and binding between the National Restaurant Exchange (referred to as BROKER) and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and associates, hereafter referred to as BUYER.

**UPON MY REQUEST, THE NATIONAL RESTAURANT EXCHANGE WILL PROVIDE:**

 1. Information pertaining to the location and price of each business listed on the

 attached pages of this Agreement.

 2. Any and all particulars or services that could lead ultimately to the purchase, or

 lease, of those businesses or properties listed, or shown, below by the BUYER.

**I UNDERSTAND THAT BROKER REPRESENTS THE INTERESTS OF THE SELLER.**

When a seller engages the services of a Listing Broker, that seller becomes

 the broker’s client. This means the broker, and his/her subagents, represent

 the seller. They owe the seller undivided loyalty, utmost care, disclosure,

 obedience to lawful instruction, confidentiality and accountability.

They must put the seller’s interest first and negotiate for the best price and terms

 for his/her client, the seller. (The seller may also authorize subagents to represent

 him/her in marketing the property to buyers).

**FOR THESE SERVICES, THE BUYER AGREES:**

 1. That the National Restaurant Exchange is the selling agent for the

 business properties listed below, and that the BUYER, relatives, or associates

 will not in any way attempt to purchase or lease those business properties, or

 enter into any business transaction with the seller, or landlord within one yr., without

 the presence of the National Restaurant Exchange; doing so will result in the BUYER

 being responsible for the commission.

 2. All information and particulars are responsible and true to the best of

 the broker's knowledge. The BUYER agrees to not hold the National Restaurant

 Exchange responsible for any errors or omissions that may result in connection

 with information concerning the businesses listed below or the sale thereof.

 The BUYER will not seek or rely on legal advice from the National Restaurant

 Exchange or it’s associates.

 3. The BUYER will not accept the services of any other broker regarding the

 listings below. The information provided by this broker is

 STRICTLY CONFIDENTIAL and the BUYER will not furnish this

 information to any other prospective buyer; the BUYER will not act as a co-

 broker, or in any way secure the sale or lease of the businesses listed below for

 any other party.

**LISTING TO BE SHOWN**

1. Business\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Price $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Given\_\_\_\_\_\_\_\_\_\_

In the event that the BUYER, relatives and/or associates enter into any business transaction with the seller or landlord without the BROKER, should any suit be commenced to enforce the BROKER’S rights herein, in the event the BROKER is successful, the BUYER agrees to pay the expenses connected therewith, including attorney’s fees incurred. The National Restaurant Exchange shall be a party to any transaction that develops insofar as the commission is concerned.

An escrow deposit will be required upon the signing of a Purchase & Sales Agreement and will be held by the BROKER in an Escrow account. Any other arrangement must be agreed to by the Broker in writing and further guaranteed by the Buyer.

I/WE the undersigned prospective purchasers, or lessees, hereby acknowledge having been first referred and shown the above listed businesses by the National Restaurant Exchange. Receipt of a copy of this Agreement is hereby acknowledged, and its terms clearly understood.

**BUYER’S FINANCIAL RESOURCES:**

Cash on hand (readily available) $\_\_\_\_\_\_\_\_\_\_\_\_ Value of securities $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Equity in real estate $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Amount from family $\_\_\_\_\_\_\_\_\_\_\_\_

**BUYER’S SIGNATURE**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (print\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

STREET\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATE\_\_\_\_\_\_\_\_\_\_\_\_\_ ZIP\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tel. phone: ( )\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: ( )\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_@\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **DATE**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_201\_\_

**Betsy Masucci**

**How much experience do you have in the restaurant industry:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**PLEASE FILL OUT BUYER INFORMATION and send it back to Betsy Masucci**

**Email:** betsy817@verizon.net

**Text: 617-840-5606**