

# FLORIDA BUSINESS OPPORTUNITIES STANDARD NON-DISCLOSURE AGREEMENT

X \_\_\_\_\_ herein known as PROSPECT, acknowledges and agrees that PROSPECT approached Florida Business Opportunities, Inc., TRANSACTION BROKER (BROKER), and that BROKER was the first to advise them of the availability and details concerning the following businesses and/or real properties -

LISTING NUMBER	BUSINESS DESCRIPTION	DOWN PAYMENT	PURCHASE PRICE
1)			
2)			
3)			
4)			

- PROSPECT understands and agrees that all dealings concerning the opportunities above will be handled through BROKER and that BROKER has entered into agreements with Seller's for the payment of commissions. PROSPECT further understands that information received about the above-mentioned opportunities will be kept in strict confidence, will not be used to compete with a Seller nor disclosed to any person, excluding parties involved in the transaction itself; and PROSPECT'S sole purpose in seeking this information is to purchase a business. In the event PROSPECT violates confidentiality or any covenant herein with respect to a Seller, then BROKER, the listing broker and the Seller shall be entitled to all remedies provided by law, including injunctive relief and damages. The same remedies are available to BROKER in the event PROSPECT and/or a Seller attempts to circumvent them. BROKER shall be deemed to include any broker with whom BROKER is cooperating.
- All data on business opportunities is provided for information purposes only and no representation is made by BROKER as to its accuracy. BROKER encourages PROSPECT to review and independently verify that the data provided by a Seller is substantially representative of their business activity, and it can be relied upon when considering a purchase of the business. PROSPECT further acknowledges they have been advised to seek the counsel of an accountant and/or attorney to verify the information supplied to BROKER by the Seller, and to examine any and all documentation relevant to the transaction and a Closing.
- In the event PROSPECT discloses the availability of said designated opportunities to a third party who purchases a business without BROKER assistance, then PROSPECT, in addition to the remedies specified herein, is also responsible for payment of BROKER'S compensation which would have been paid on the listed selling price or minimum compensation, whichever is greater.
- For two (2) years from this date, PROSPECT agrees not to deal directly or indirectly with the Seller's above without BROKER'S written consent; and should PROSPECT do so and a sale, management contract or other financial arrangement, including a leasing of the business premises from the Seller or its Landlord is consummated, PROSPECT shall be liable for any and all damages BROKER may suffer, including but not limited to the Seller's compensation payable on the selling price or minimum commission, whichever is greater and, if appropriate, compensation negotiated with the Landlord. PROSPECT understands that BROKER shall have the right to place a lien on the business assets to collect its compensation, and this Agreement shall be the needed consent to do so as required by Florida Statute 475.42(1)(j).
- This Contract shall be governed by the laws of the state of Florida. Any breach of this Agreement shall result in the prevailing party being entitled to receive from the other party all of its reasonable attorney's fees, costs, and expenses incurred at both the trial and appellate levels. The parties hereby consent to personal jurisdiction and venue, for any action arising out of a breach or threatened breach of this Agreement in the Circuit Court in and for Sarasota County, Florida. The parties hereby agree that any controversy which may arise under this Agreement would involve complicated and difficult factual and legal issues. Therefore, any action brought by either party, alone or in combination with others, whether arising out of this Agreement or otherwise, shall be determined by a Judge sitting without a jury.
- 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 a Seller may bring an action to enforce such covenants. Prospect acknowledges receiving a copy of this Agreement and a facsimile copy with signatures shall be considered as original.
- Prospect guarantees their financial ability to be able to purchase the above priced businesses as well as to make the required down payment, costs and closing deposits associated with a sale.

X \_\_\_\_\_

PROSPECT Signature (1) Driver License #

X \_\_\_\_\_

Printed Name Phone Number Date

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
 Street Address City State Zip Email Address

PROSPECT Signature(2) Driver License #

Printed Name Phone Number Date

Agent for Selling Broker Date

Upon signing this Agreement, a 1 page "Business Profile" on each businesses disclosed may be provided  
 Florida Business Opportunities, Inc. 3800 S. Tamiami Trail, Suite #325A Sarasota, FL 34239 USA (941) 779-3312 office (941) 366-5158 fax