

**NEW ENGLAND RESTAURANT BROKERS**  
580 Salem St., Ste. 32, Wakefield, MA 01880  
Fax: (617)-246-5000 TEL: (617)-7219655  
*nerb@comcast.net*

**BUYER REGISTRATION**

This contract is legal and binding between NEW ENGLAND RESTAURANT BROKERS (referred to as BROKER) and \_\_\_\_\_, and associates, hereafter referred to as BUYER.

**UPON MY REQUEST, NEW ENGLAND RESTAURANT BROKERS 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 listed below by the BUYER.

**I UNDERSTAND THAT NEW ENGLAND RESTAURANT BROKERS 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 NEW ENGLAND RESTAURANT BROKERS 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, without NEW ENGLAND RESTAURANT BROKERS; doing so will result in the BUYER (S) being responsible for the commission.
2. All information and particulars are responsible and true to the best of NEW ENGLAND RESTAURANT BROKER'S knowledge. The BUYER agrees to not hold NEW ENGLAND RESTAURANT BROKERS 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 rely on, or seek, legal advice from NEW ENGLAND RESTAURANT

BROKERS or it's associates.

3. The BUYER will not accept the services of any other broker regarding the listings below.
4. The information provided by NEW ENGLAND RESTAURANT BROKERS 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.

**Following are listed businesses shown to BUYER or his representatives:**

### **LISTINGS**

1. Business \_\_\_\_\_ Price \$ \_\_\_\_\_  
Address \_\_\_\_\_ Date Given \_\_\_\_\_
2. Business \_\_\_\_\_ Price \$ \_\_\_\_\_  
Address \_\_\_\_\_ Date Given \_\_\_\_\_
3. Business \_\_\_\_\_ Price \$ \_\_\_\_\_  
Address \_\_\_\_\_ Date Given \_\_\_\_\_
4. Business \_\_\_\_\_ Price \$ \_\_\_\_\_  
Address \_\_\_\_\_ Date Given \_\_\_\_\_
5. Business \_\_\_\_\_ Price \$ \_\_\_\_\_  
Address \_\_\_\_\_ Date Given \_\_\_\_\_
6. Business \_\_\_\_\_ Price \$ \_\_\_\_\_  
Address \_\_\_\_\_ Date Given \_\_\_\_\_
7. Business \_\_\_\_\_ Price \$ \_\_\_\_\_  
Address \_\_\_\_\_ Date Given \_\_\_\_\_

In the case where the BUYER is shown a business, or location, on a day other than the one on which this contract is executed, it is agreed that the broker for NEW ENGLAND RESTAURANT BROKERS may add the name of the business to the above list without my personally initialing each such entry and it shall have the same form and effect.

In the event that the BUYER, relatives and/or associates enter into any business transaction 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. NEW ENGLAND RESTAURANT BROKERS shall be a party to any transaction that develops insofar as the commission is concerned.

A 10% escrow deposit will be required upon the signing of a Purchase & Sales Agreement and will be held by the BROKER in an interest-bearing account.

I/WE the undersigned prospective purchasers hereby acknowledge having been first referred and shown the above listed businesses by NEW ENGLAND RESTAURANT BROKERS. 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: \_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ Ed Williams \_\_\_\_\_ Date \_\_\_\_\_, 2017

**PLEASE FILL OUT BUYER INFORMATION COMPLETELY AND FAX BACK TO  
(617)-246-5000**

**Thank You,  
Wm. "Hubba" Mazenkas**