

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

**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, 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 its associates.
3. The BUYER will not accept the services of any other broker regarding the listings below.
4. 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.

Following are listed businesses shown to BUYER or his representatives:

LISTINGS

1. Business _____ Price \$ _____

Address _____ Date Given _____

2. 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 the National Restaurant Exchange 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 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: _____@_____

Dennis Serpone **DATE**_____201__

**PLEASE FILL OUT BUYER INFORMATION COMPLETELY
and FAX TO (781)246-5000...**

**or...click 'FORWARD', type in the information and email back to
nerb@comcast.net.**