



MERGER AND ACQUISITION SPECIALISTS SINCE 1986

Dear Buyer,

Thank you for your interest in the Business that we have listed for sale. If you would like to learn more, please fill out the following forms and fax them back to us at 888-521-8219 (toll-free).

Once the forms are returned, we can disclose the name of the business, its location, the confidential financial information, the equipment list and the lease. We can also answer any questions that you have and arrange for a meeting with the Owner of the business.

Sincerely,

Front Range Business, Inc.

### **INSTRUCTIONS:**

To get more information, please  
fill out the following forms  
and fax them back to us at:

Fax 888-521-8219

1. Confidentiality Agreement
2. Brokerage Disclosure To Buyer
3. Financial Statement
4. Confidential Customer Profile

To contact us directly:

Office 303-499-6008

Email [info@fronrangebusiness.com](mailto:info@fronrangebusiness.com)



## CONFIDENTIALITY AGREEMENT

**THIS AGREEMENT** is made and entered into between the undersigned individually and on behalf of undersigned's business entity, its officers, directors, partners, shareholders, employees, agents and advisors (collectively "Evaluator") and **Front Range Business, Inc.**, a Colorado corporation ("FRB") for the benefit of FRB and any business entity presented by FRB as an acquisition candidate ("Seller").

**WHEREAS** Evaluator may request information from FRB and a Seller for the purposes of investigating a possible acquisition through the purchase or transfer of assets, stock, partnership interests or otherwise, merger or joint venture involving all or part of the business interests owned by a Seller ("Transaction"). Therefore, in consideration of the mutual promises and covenants contained herein, and to induce the release of information by Seller and FRB, Evaluator agrees as follows:

1. Evaluator will not disclose any information about any Seller, whether obtained from FRB or elsewhere in the course of its investigations of the business interests of a Seller, to any person, organization, broker, intermediary, lending institution, prospective equity partner, or make known by disclosure or confirmation that Seller or any portion of its assets or ownership interests are for sale without specific prior written authorization by FRB.
2. Evaluator shall not contact any Seller, its banker, accountant, attorney, employees, suppliers, competitors, customers or others who might have information concerning Seller for any purpose whatsoever (including the hiring of Seller's employees) without specific prior written authorization by FRB. The existence, extent and nature of this Agreement shall be fully disclosed to all individuals at such time they receive information hereunder and who shall thereafter be equally bound by the provisions hereof.
3. This Agreement applies to all information received by Evaluator from or on behalf of a Seller at any time, which is not available to the general public. All information provided pursuant to this Agreement shall be deemed confidential and valuable and constitutes the proprietary trade secrets of Seller. Unauthorized disclosure of said information, even without intent to harm, shall cause substantial and irreparable damage to FRB and Seller. All information provided to Evaluator shall be used for the sole purposes set forth hereinabove and shall not at any time, or in any manner, be utilized for any other purpose. At such time as its review and investigation of Seller are completed, or upon written request of FRB, Evaluator shall promptly return all information, in whatever form, without retaining copies, summaries or extracts thereof.
4. Neither FRB nor Seller makes any representation or warranty, express or implied, as to the truth, accuracy or completeness of any information provided to Evaluator under this Agreement. Any and all representations and warranties shall be made solely by Seller in a signed acquisition agreement and then be subject to the provisions thereof. Evaluator assumes full responsibility for its reliance upon such information and expressly waives all rights of recourse, if any, against FRB for Evaluator's reliance thereon.
5. In the event of a dispute among the parties hereto, the prevailing party, in addition to the award of damages or any other remedy (including, as necessary, to ensure the confidentiality of Seller's information and trade secrets, injunctive relief), shall be entitled to recover its attorney fees and other reasonable costs incurred in enforcing this Agreement.
6. Evaluator understands and agrees Seller is an intended third party beneficiary of this Agreement and as such is entitled to enforce any breach hereof in Seller's own name. Evaluator understands and agrees it will not knowingly take any action such as will interfere with or adversely affect the rights of FRB and/or Seller under any fee (or compensation) or other agreements. Evaluator agrees that if it violates the provisions of this Agreement and completes a Transaction with a Seller, Evaluator shall be jointly and severally liable with such Seller for any uncollected fees due to FRB from such Seller.
7. The respective obligations of the parties under this Agreement shall survive for a period of **two (2) years** following the date hereof. Evaluator, in executing this Agreement, acknowledges FRB is acting solely and exclusively as an agent for Seller and therefore owes Seller its undivided loyalty, confidentiality and full disclosure.

***I have read, and agree, and accept the terms of this Confidentiality Agreement, and further certify that the information in the Confidential Customer Profile form is accurate as of the date of this document and I authorize FRB to verify such information through such reference and background checks as its Seller may require.***

**EVALUATOR:**

Date: \_\_\_\_\_

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

**DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE**

**BROKERAGE DISCLOSURE TO**

**BUYER**     **TENANT**

**DEFINITIONS OF WORKING RELATIONSHIPS**

For purposes of this disclosure, seller also means landlord (which includes sublandlord) and buyer also means tenant (which includes subtenant).

**Seller's Agent:** A seller's agent works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The seller's agent must disclose to potential buyers all adverse material facts actually known by the seller's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

**Buyer's Agent:** A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer's agent must disclose to potential sellers all adverse material facts actually known by the buyer's agent, including the buyer's financial ability to perform the terms of the transaction and, if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

**Transaction-Broker:** A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction, without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction and, if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

**Customer:** A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

**RELATIONSHIP BETWEEN BROKER AND BUYER**

Broker and Buyer referenced below have NOT entered into a buyer agency agreement. The working relationship specified below is for a specific property described as:

\_\_\_\_\_

or real estate which substantially meets the following requirements:

**CHECK ONE BOX ONLY:**

- Customer:** Broker is the seller's agent and Buyer is a customer.
- Customer for Broker's Listings - Transaction-Brokerage for Other Properties:** When Broker is the seller's agent, Buyer is a customer. When Broker is not the seller's agent, Broker is a transaction-broker assisting in the transaction.
- Transaction-Brokerage Only:** Broker is a transaction-broker assisting in the transaction.

If Broker is acting as a transaction-broker, Buyer consents to Broker's disclosure of Buyer's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Buyer, or use such information to the detriment of Buyer.

**THIS IS NOT A CONTRACT.**

**BUYER ACKNOWLEDGEMENT:**

Buyer acknowledges that Buyer has received this Brokerage Disclosure to Buyer on \_\_\_\_\_

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

**BROKER ACKNOWLEDGEMENT:**

On \_\_\_\_\_, Broker provided \_\_\_\_\_ (Buyer) with this Brokerage Disclosure to Buyer at 5353 Manhattan Circle, Suite 101, Boulder, CO 80303 (location) and retained a copy for Broker's records.

Brokerage Firm's Name: Front Range Business, Inc.

\_\_\_\_\_  
Broker

**FINANCIAL INFORMATION  
STRICTLY CONFIDENTIAL**

Principal Bank: \_\_\_\_\_  
Bank Address: \_\_\_\_\_  
Name of Bank Officer: \_\_\_\_\_ Phone: \_\_\_\_\_

**FINANCIAL STATEMENT**

ASSETS

Cash on hand and in Bank	\$ _____
Stocks, Bonds and Mutual Funds	_____
U.S. Government Securities	_____
Accounts, Loans and Notes Receivable	_____
Cash Surrender Value Life Insurance	_____
Value of Businesses Owned	_____
IRA's, Other retirement plans	_____
Real Estate (personal residence)	_____
Real Estate (investment)	_____
Automobiles - Number ( )	_____
Household Furnishings and Personal Effects	_____
Other Assets (itemize) _____	_____
_____	_____
TOTAL ASSETS	\$ _____

LIABILITIES AND NET WORTH

Credit Cards	\$ _____
Notes Payable	_____
Real Estate Mortgages	_____
Other Liabilities (itemize) _____	_____
_____	_____
TOTAL LIABILITIES	\$ _____
NET WORTH	\$ _____

SOURCE OF INCOME

Salary	\$ _____
Dividends and Interest	_____
Bonus and Commissions	_____
Real Estate Income	_____
Other Income (itemize) _____	_____
_____	_____
TOTAL INCOME	\$ _____

The undersigned certifies that this information is true and correct and hereby authorizes **FRONT RANGE BUSINESS, INC.** to verify said information as required.

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



## CONFIDENTIAL BUYER PROFILE

*All Information Supplied is Confidential*

Name: \_\_\_\_\_ Spouse or Partner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home: \_\_\_\_\_ Work: \_\_\_\_\_ Okay To Call? \_\_\_ Yes \_\_\_ No

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

How did you hear about Front Range Business, Inc.? Referral/Who? \_\_\_\_\_

Online/Which Site? \_\_\_\_\_ Advertisement/Publication? \_\_\_\_\_

Other: \_\_\_\_\_

### PERSONAL INFORMATION

1. What is your motivation to buy a business? \_\_\_\_\_
2. Have you ever worked with a business broker before? \_\_\_ Yes \_\_\_ No
3. Are you under a binding agreement with another broker? \_\_\_ Yes \_\_\_ No Who? \_\_\_\_\_
4. Please provide a brief work or business ownership history: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Have you or any family member owned a business? \_\_\_ Yes \_\_\_ No If yes, what type and for how long? \_\_\_\_\_  
\_\_\_\_\_
6. Spouse or Partner occupation: \_\_\_\_\_
7. Any special training, skills or education that would be used in your business? \_\_\_\_\_  
\_\_\_\_\_
8. Any hobbies or interests that may tie in with a business career? \_\_\_\_\_
9. Any personal concerns/limitations that would affect the type of business owned? \_\_\_ Yes \_\_\_ No  
If yes, please explain: \_\_\_\_\_
10. What skills or credentials do you possess that are relevant to business ownership? \_\_\_\_\_  
\_\_\_\_\_
11. Is there any type of business or skill requirement that you would like to avoid? (i.e. direct sales)  
\_\_\_\_\_
12. How long have you been looking for a business? \_\_\_\_\_
13. Are you considering other alternatives to business ownership? Please explain: \_\_\_\_\_  
\_\_\_\_\_
14. Other types of businesses you have investigated: \_\_\_\_\_  
\_\_\_\_\_

15. What are the three most important attributes you require in a business? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
16. Are you comfortable with direct customer contact and sales? \_\_\_\_\_
17. How do you feel about managing people? \_\_\_\_\_
18. What type of employees are you willing to manage? (i.e. professional versus unskilled)  
 \_\_\_\_\_
19. What size staff would you prefer to manage? \_\_\_0 \_\_\_1-5 \_\_\_5-10 \_\_\_10-20 \_\_\_over 20
20. What types of businesses do you find the most desirable and why?

MOST DESIRABLE

LEAST DESIRABLE

- |          |          |
|----------|----------|
| 1. _____ | 1. _____ |
| 2. _____ | 2. _____ |
| 3. _____ | 3. _____ |
| 4. _____ | 4. _____ |
| 5. _____ | 5. _____ |

21. For the right business, how far would you be willing to travel to your place of business?  
 \_\_\_\_\_
22. What are the geographical limitations to your business search? \_\_\_\_\_  
 \_\_\_\_\_
23. Are you willing to relocate? \_\_\_\_\_
24. Will you be the sole owner? \_\_\_Yes \_\_\_No If not, name other owners and their percentage of ownership: \_\_\_\_\_  
 \_\_\_\_\_
25. Will you run the business \_\_\_Full-time \_\_\_Part-time \_\_\_Absentee? Preferred days and hours: \_\_\_\_\_
26. Who, other than yourself, will be involved in making the decision to own the business?  
 \_\_\_\_\_
27. How does your spouse or partner feel about you owning a business and have you ever worked with your spouse or partner before? \_\_\_\_\_
28. Will any family members help you operate your business? \_\_\_Yes \_\_\_No. Identify: \_\_\_\_\_
29. Do you have anyone whom you will be consulting on the ownership of your business?  
 \_\_\_\_\_
- Attorney: \_\_\_\_\_ Accountant: \_\_\_\_\_
30. When do you intend to purchase a business? \_\_\_\_\_

31. Do you have investors? If so, please provide detailed information: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
32. Between the down payment and working capital, how much of a cash investment are you willing to make in a business? \_\_\_\_\_
33. Will you have additional income outside of the business acquisition? How much?  
 \_\_\_\_\_
34. What is your minimum monthly household income requirement? \_\_\_\_\_

**GENERAL FINANCIAL INFORMATION**

For the right opportunity, how much are you personally willing to invest?

Initial Business Investment	\$	_____
Working Capital	\$	_____
Total Initial Investment	\$	_____

Initial investment will come from:

Cash on Hand	\$	_____
Stocks and Bonds	\$	_____
Real Estate Equity: Fair Market Value	\$	_____
Less Mortgages	\$	_____
Bank Loan: Collateral	\$	_____
Friends & Relatives:		
Identify	\$	_____

TOTAL \$ \_\_\_\_\_

NET WORTH \$ \_\_\_\_\_

NOTES:

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BROKER: \_\_\_\_\_