



Non disclosure Agreement (NDA)

You, (the "Potential Purchaser") have advised EDWIN MIRSKY REAL ESTATE SERVICES (hereafter the Listing Broker) that you wish to consider the potential purchase of a *(insert type of business advertised)* _____ (hereafter the "Business Opportunity"). Listing Broker has been retained on an exclusive basis by the Owner (hereafter the "Seller") with respect to the sale offering of the Business Opportunity. The Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Business Opportunity be directed to Listing Broker. All commission fees due to Listing Broker in connection with the sale of the Business Opportunity shall be paid by the Seller.

Listing Broker has available for review certain information concerning the Business Opportunity which includes brochures and other materials (collectively "Informational Materials"). Listing Broker will not make such Informational Materials available to the Potential Purchaser unless and until the Potential Purchaser has executed this agreement and thereby agreed to be bound by its terms. On behalf of the Seller, Listing Broker is prepared to consider the undersigned principal (the "Potential Purchaser"). Upon Listing Broker's receipt of this agreement, executed by the Potential Purchaser, Listing Broker is prepared to provide the Informational Materials for the Potential Purchaser's consideration in connection with the possible purchase of the Business Opportunity subject to the following conditions:

- I. The Informational Materials will only be used by the Potential Purchaser and may not be copied or duplicated without Listing Broker's written consent.
- II. The Potential Purchaser will not make any Informational Materials available to disclose any of the contents thereof, or discuss any transaction or lease involving the Business Opportunity with any person other than Listing Broker, or the Seller unless Listing Broker or the Seller has approved in writing such disclosure or discussion.
- III. The Potential Purchaser understands and acknowledges that Listing Broker and the Seller do not make any representation or warranty as to the accuracy or completeness of the Informational Materials, and that the information used in the preparation of the Informational Materials was furnished to Listing Broker by others and has not been independently verified by Listing Broker and is not guaranteed as to completeness or accuracy.
- IV. The Potential Purchaser acknowledges that the Business Opportunity has been offered for sale subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any prospective purchaser or for any other reason whatsoever, without notice. Potential Purchaser acknowledges that the Business Opportunity is being offered without regard to race, creed, sex, religion or national origin.



V. The Potential Purchaser undertakes to use utmost discretion when visiting the Business Opportunity so as not to undermine the Seller and Employee relationships. Potential Purchaser shall be shown the Business Opportunity by appointment arranged by Listing Broker and Seller.

If the Potential Purchaser is in agreement with the foregoing, please return a signed copy of this agreement completed below to Edwin Mirsky Real Estate Services, via **Fax (206) 219-1108** or via a scanned copy to EdwinMirsky@SeattlePremises.com.

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 20__

Potential Purchaser:

Name _____

(Signature)

Title: _____ (Please Print)

Company: _____

Address: _____

Phone Number: _____

PLEASE COMPLETE (Please write clearly)

Your Background experience:



Provide the character of the business (*such as its primary style, targeted age groups, theme*) **under which you intend to operate at this location:**

Any additional information? (*such as other partners, finance contingencies*)
