

RPM

SHOP SALES

Hello...this is RPM
Complete the NDA & the
boss will get back to
you...



We Sell Auto Repair Shops in Texas

Prospective Buyer...

The following is a general NDA that applies to any auto repair business I present to you as a buyer. Most buyers prefer to execute the one NDA and be done with it...

If you prefer a company specific NDA one every deal...I can do that too but you need to tell me.

It's important to understand that I am a business broker. I am also a real estate broker. Frequently, I will act as both on one transaction if real estate is involved in the deal.

By law, a licensed real estate professional in the state of Texas must present the Information About Brokerage Services. So that document is also attached.

Send the doc back to bryan@rpmshopsales.com

Bryan Baese

Non-Disclosure Agreement RPM Shop Sales LLC – Business Broker

1. RPM Shop Sales LLC is a Business Broker and also a licensed Real Estate Broker in Texas (#9014954). We represent the Seller. The term Broker, within the context of this document, can mean either Business Broker or Real Estate Broker or both. Buyer acknowledges receipt of Information About Brokerage Services. **In Plain English: RPM reps the Seller. When a buyer contacts us directly, this indicates that the buyer is repping himself...otherwise an agent would have contacted us on the buyer's behalf.**

2. The Broker may provide to the Buyer certain financial, and/or business related information (collectively "Information") regarding an automotive repair business ("Company") to facilitate an evaluation by the Buyer. The Buyer acknowledges that the information is highly confidential and proprietary to the Company. The Buyer shall not at any time, furnish, copy, reproduce or distribute, in whole or part, directly or indirectly, the Information to anyone, except Buyer's financial advisors and investors, who may be furnished with the information for the sole purpose of advising the Buyer as to the structure of any proposed purchase of the Company. The Buyer will keep permanently confidential the Information and will use the Information only for the purpose set forth above. The Buyer shall not directly contact the Company, the Seller, employees, customers, vendors, landlord, or any person or entity affiliated with the Company. **In Plain English: Discretion is important. The buyer has to keep everything to himself.**

3. The Buyer hereby indemnifies and holds harmless the Broker, its agents, representatives, employees and attorneys, from and against any and all claims, liabilities, actions, causes of action and damages, arising from or relating to any injury or loss arising out of, from, or attributed to the transactions or matters subject hereof, of the actions, omissions, wrongful conduct or other breach of this Non-Disclosure Agreement by Buyer, which indemnification shall include, without limitation, reimbursement of attorney's fees and expenses incurred by the Broker in connection herewith. The Information is believed accurate, but is subject to change, error, or withdrawal without notice. The Company and Broker expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in the information, or, for omissions from it. The Company may require the return of the Information at any time. **In Plain English: It's up to the buyer to verify information provided...the broker will not perform the buyer's due diligence for him.**

4. The Buyer acknowledges that the purpose of this non-disclosure agreement is to facilitate the flow of information between Buyer and Broker and applies to any Company that the Buyer and Broker may discuss. Emails or text messages concerning any Company will attach this Non-Disclosure Agreement to that specific Company. **In Plain English: This Non-Disclosure covers every auto repair business that we talk about.**

5. Should Buyer enter into an agreement for the purchase of the Company, said agreement will contain a provision wherein all parties acknowledge that the Broker is the procuring cause of such agreement and the Broker is entitled to a commission in the amount of 10% of the sales price. **In Plain English: If the buyer makes an offer on an auto repair business, a commission of 10% needs to be included.**

6. Should Buyer enter into an agreement for the purchase or lease of the real estate associated with the Company, said agreement will contain a provision wherein all parties acknowledge that Broker is the procuring cause of such agreement and the Broker is entitled to a commission equal to 6% of the sales price or the total lease amount. **In Plain English: If the buyer makes an offer to buy or lease the property, a commission of 6% needs to be included.**

7. This agreement shall terminate one year after the effective date if the Buyer has no further contact with the Broker. This agreement will automatically renew, for a period of one year, following contact with the Broker if contact is made by the Buyer with respect to an automotive repair business or automotive repair property.

8. Buyer acknowledges that the Broker may receive referral fees or pay referral fees. Referral fees paid to Broker are not limited to third party lenders...but it is important for the Buyer to know that referral fees paid to Broker by a lender is a common practice.

9. This Agreement contains the entire agreement between the parties. If one or more provisions herein shall be held to be invalid, illegal or unenforceable, the balance of this Agreement shall remain in full force and effect. This Agreement shall be binding upon the parties' successors and or assigns. This Agreement shall be governed in accordance with the laws of the State of Texas. The obligations of the parties are performable in Comal County, Texas, where venue shall lie for any actions brought hereunder.

BUYER:

Print Name / Signature / Date

\$ Available for Purchase / Down Payment



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<u>RPM Shop Sales</u>	<u>9014954</u>	<u>bryan@rpmshopsales.com</u>	<u>(512)695-2678</u>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<u>Bryan Baese</u>	<u>676289</u>	<u>bryan@rpmshopsales.com</u>	<u>(512)695-2678</u>
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
<u>Bryan Baese</u>	<u>676289</u>	<u>bryan@rpmshopsales.com</u>	<u>(512)695-2678</u>
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

TXR-2501

RPM Shop Sales, 1308 Common Street Suite 205 New Braunfels TX 78130
Bryan Baese

Information available at www.trec.texas.gov

IABS 1-0 Date

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