

RPM

SHOP SALES



The Numbers

Cash Flow
\$360,000

Asset Value
\$120,000

Price
\$1,175,000

He'll never know I wrecked it!

Houston area paint and body business. Lots of fleet work and walk in business. Does not have DRP relationships. They do insurance work...but not off DRPs.

Presented for sale by:

Bryan Baese
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While believed to be accurate, the information presented above has not been verified. Final responsibility for verification rests with the Buyer. Broker takes no responsibility.

Prospective Buyer...

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

If the buyer prefers a company specific NDA for every deal...I can do that too but you'll need to let me know.

By law a real estate agent must provide a copy of the Information on Brokerage Services so that doc is also attached.

Bryan Baese
RPM Shop Sales

Non-Disclosure Agreement RPM Shop Sales LLC – Business Broker

1. RPM Shop Sales LLC is a Business Broker. Bryan Baese is a licensed Real Estate Agent (#676289) in the State of Texas. RPM Shop Sales LLC is not a Real Estate Broker. Bryan Baese is not a Real Estate Broker. Buyer acknowledges receipt of Information on Brokerage Services. **In Plain English: It's important to understand the difference between a Business Broker and a Real Estate Broker and a Real Estate Agent.**
2. Whether acting as a Business Broker under RPM Shop Sales LLC or as a Real Estate Agent under Central Metro Realty LLC, Bryan Baese represents the Seller...not the Buyer. **In Plain English: I do not represent both sides. If you think you need help on a deal...then you need to find someone to help you.**
3. The Business Broker may provide to the Buyer certain financial, and/or business related information (collectively the "Information") regarding an automotive repair business (referred to as the "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 in 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 company's owner, 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.**
4. The Buyer hereby indemnifies and holds harmless the Business Broker, and 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 Business Broker in connection herewith. The Information is believed to be accurate, but is subject to change, error, or withdrawal without notice. The Company and the Business 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 reserves the right to require the return of the Information at any time. **In Plain English: It's up to the buyer to verify everything. If something goes wrong you can't sue Bryan Baese or his company.**
5. The Buyer acknowledges that the purpose of this non-disclosure agreement is to facilitate the flow of information between Buyer and Business Broker and applies to any Company that the Buyer and Business Broker may discuss. Emails or text messages sent by the Business Broker to the Buyer 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.**
6. Should Buyer enter into an agreement for the purchase of the Company, within two years of the date that the Business Broker presents the Company to the Buyer, said agreement will contain a provision wherein all parties acknowledge that the Business Broker is the procuring cause of such agreement and the Business 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, the industry standard commission of 10% needs to be included.**
7. Should Buyer enter into an agreement for the purchase or lease of the real estate associated with the Company, within two years of the date that the Business Broker presents the Company to the Buyer, said agreement will contain a provision wherein all parties acknowledge that the Business Broker is the procuring cause of such agreement and the Real Estate Broker that sponsors Bryan Baese's real estate license is entitled to a commission equal to 6% of the sales price or total lease amount. **In Plain English: If the buyer makes an offer to buy or lease the property, the industry standard commission of 6% needs to be included**
8. This Agreement contains the entire agreement between parties. If one or more of the provisions contained 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 assigns. This Agreement shall be governed in accordance with the laws of the State of Texas, and the obligations of the parties are performable in Comal County, Texas, where venue shall lie for any actions brought hereunder.

BUYER:

Print Name / Company Name if Applicable

Amount Available for Purchase / Down Payment

Signature

Date



Information About Brokerage Services

11-2-2015

Texas law requires all real estate license holders 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.

Central Metro Realty, LLC	588680	DA@centralmetro.com	512-249-7368
Licensed Broker/Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Jason C Huval	561230	Jason@centralmetro.com	512-921-7537
Designated Broker of Firm	License No.	Email	Phone
N/A			
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Bryan Baese	676289	bryan@rpmshopsales.com	512-695-2678
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

TAR 2501

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