

Pacific Premier Commercial Real Estate

FACSIMILE TRANSMITTAL SHEET

TO:

FROM:
MIKE QUTAMI, BUSINESS OPPORTUNITY SPECIALIST

DATE:

9/7/2017

PHONE NUMBER:

TOTAL NO. OF PAGES INCLUDING COVER:

FAX NUMBER:

SENDERS PHONE NUMBER:
951-623-4171

RE:

SENDERS FAX NUMBER
866-908-5532

☐ URGENT ☒ FOR REVIEW ☐ PLEASE COMMENT ☒ PLEASE REPLY ☐ PLEASE RE-CYCLE

NOTES/COMMENTS:

Dear, Client -

Thank you for your request for information. Please find attached an NDA for your completion and return. The NDA should be completed as follows; all four pages are to be filled out and signed by the buyer. If you are an Agent, page one is to be completed with the buyer's information and signed both by the buyer and the agent; pages 2 and 3 are to be signed by both the buyer and the agent.

Upon receipt of the completed NDA, the requested information will be forwarded to you as soon as possible. However, for the protection and best interest of all parties involved, without a completed NDA, we cannot proceed with the distribution of detailed information.

Thank you for your interest and we look forward to working with you!!

Mike F. Qutami

Pacific Premier Commercial Real Estate
Business Opportunity Specialist
Office: 714-224-2366
Fax: 866-908-5532
Cell: 951-623-4171
BRE: 01139385
Email: Mike.Qutami@gmail.com

To be considered for future businesses, please fill out this sheet completely and print legibly.

Date: _____

Are you a **Principal/ buyer** ☐ or an **Agent?** Residential ☐ Commercial ☐
(Please Check One)

What Advertisement Are You Inquiring About? # _____
Full legal name, please.

Name: _____ Company _____

Address: _____ City: _____

State: _____ Zip: _____

Home phone#: _____ Work#: _____

Cell # _____ Fax # _____

E-Mail Address: _____

Present Occupation: _____

Will you relocate for the right Business? _____

Geographic Area: _____

How did you hear about us? _____

Do you own Real Estate: YES / NO Do you have line of credit: YES / NO

How much is your credit line (if applicable): \$ _____

Total funds available to buy a business: \$ _____

Minimum income required per month: \$ _____

Do you have a 1031 exchange? Yes ☐ No ☐

How long have you been looking for a business? _____

How soon do you plan on buying a business? _____

Why do you want to own a business? _____

Type of business you are looking for?:

- | | | |
|------------------------|--|--------------------|
| 1. Gas Station | 7. Bar | 1st Choice # _____ |
| 2. Service Gas Station | 8. Retail (Other) | 2nd Choice# _____ |
| 3. Car Wash | 9. Franchise | 3rd Choice # _____ |
| 4. Market | 10. Commercial Building | |
| 5. Liquor Store | 11. Multi-Unit Residential | |
| 6. Restaurant | 12. Commercial Residential Dev Land/Lots | |

Signature: _____

Fax Back: e/Fax 866-908-5532

ACKNOWLEDGEMENT & AGREEMENT MEMO RECORD OF SHOWING

Ad#	Business Name	Address	City/State/Zip

DO NOT CONTACT BUSINESS OWNER, EMPLOYEES, LANDLORD, OR SUPPLIERS

In consideration of receiving information regarding the above business(es) / Land. I/we Agree and acknowledge not to discuss such information with others, except to secure their advice and council, in which case their consent to contact to maintain such confidentially will be obtained by me/us. Further I/we agree not to contact the business owner, employees, land owner, landlord, or suppliers and to conduct all further inquiry into the above business exclusively through Mr. Mike F Qutami, and associates. Which I/we acknowledge to be the agency first providing such information to me/us and all information provided to me/us has been provided by the seller and has not been verified in any way. Country Estate Realty, advises all clients to seek independent Legal Tax, Accounting, and other professional advice prior to making a purchase decisions.

I/we agree that should I/we buy, lease or otherwise come into possession or control of the above business(es), within (3) years from the date hereof, that I/we will not conclude the transaction unless and until Mike F. Qutami & Associates are contacted and receives the due commission in the amount of 10%.

Signature/Agent If any	Date	Signature	Date
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Name (Please Print)	Name (Please Print)
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City, State, Zip	City, State, Zip
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Phone #	Fax #	Phone #	Fax #
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Our agreement with the seller requires that we obtain a "Non-Disclosure & Registration Agreement" and evidence of financial ability before disclosing the name and location of their business. This information will be kept confidential and will not be disseminated to anyone other than the seller or the seller's business advisors.

Mike Qutami – Pacific Premier Commercial Real estate

In consideration of Pacific Premier commercial Real Estate, providing the information on the business for sale to the prospective buyers), I/we understand and agree:

- That any information provided by Broker on any business for sale is sensitive and confidential material, and that its disclosure to others not authorized to receive such material by way of breach of this agreement, may be damaging to the businesses and their owners. Damages by such a breach are difficult to determine, however, the buyers(s) and their brokers agree to limit the liquidated damage to the amount equal to 10% of the listing price or as determined by the laws of the State of California governing such breach.
- Not to disclose, for a period of 3 years from the date of this Non-disclosure, any information regarding this business to any other person who is not legally bound by this Agreement, except to secure the advice and recommendations of business advisors (Accountants, Attorneys, etc.). Information furnished by this agreement shall be exclusively procured through listing Broker, Temecula Valley Realty group.
- Not to circumvent or interfere with listing broker's contract with the seller in any way. I/we understand that if we interfere with the broker's contracts and fright to its fee from seller, I/we understand that we may be personally liable to the Broker for payment of the Broker's fees as station in the Broker's listing agreement with seller.
- I/we understand that should I/we become a manager/principle for, of otherwise be connected in an way with the ownership/operation of the business being offered for sale and ultimately purchased, the said commission agreed to with the seller will be paid to the listing Broker. I/we understand that I/we shall make this purchase through listing Broker, Pacific Premier commercial Real Estate, and buyers(s) or their action agent, will not be compensated under the terms of the Broker's listing agreement with seller.
- That all information regarding business offer for sale is provided by either the seller, or other sourced deemed reliable, but are in no way verified, warranted or guaranteed by the listing broker. Listing Broker has no personal or knowledge of the accuracy of such information. Understanding that I/we shall make an independent verification of said information provided prior to entering into a formal Purchase and Sale Agreement for said business, I/we receive or fail to receive, any or all information requested, I/we agree to indemnify and hold Broker and its agents harmless from any claims or damages which may occur by reason of the inaccuracy or incompleteness of any/all information provided to us with respect to the business offered for sale through Broker that could ultimately be purchased by buyer.
- That should I/we enter into an agreement to purchase said business offer for sale through Broker, I/we will provide a financial statement and a personal business background statement on each principal buyer in this transaction. I/we authorize the seller to obtain through standard reporting agencies a financial and/or credit report about me/us or the companies I/we represent.
- Pacific Premier commercial Real Estate represents the seller. If however, the listing Broker acts as a Dual Agent, the Broker, will have the buyer and seller sign a Dual Agency Agreement. I/we agree no to contact the owner, their employees or other representative of said businesses or subsidiaries, except upon authorization by Broker or its agent, Mike Qutarni, by prior arrangement with seller.

Broker advises and highly recommends all buyers to seek their own independent Legal, Tax, Accounting and other professional advice prior to making any purchase decision.

By signing below, I/we acknowledge that I/we have received a copy of this agreement and all its terms and condition and that I/we have read this agreement carefully and fully understand and agree to its terms and conditions.

Dated this _____ day of _____, and year of _____

Agent Representing Buyer

Principal/ Buyer #1

Signature _____

Signature _____

Name (Please Print) _____

Name (Please Print) _____

Company Name: _____

Home address _____

Address _____

City _____ State/Zip _____

City _____ State/Zip _____

Phone _____

_Phone _____

Fax _____

Principal/ Buyer #2

Principal/ buyer #3

signature _____

signature _____

Name (Please Print) _____

Name (Please Print) _____

Address: _____

Mike Qutarni – Pacific Premier Commercial Real estate

Non-Disclosure & Registration Agreement

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