

# **Mike Rapoport** **Gamma Industries, Inc**

**Tel. (323) 304-5500**

**Fax (323) 654-2763**

Do not speak to Seller of the Business without written permission by the broker.

Please Write Clearly:

Signature: \_\_\_\_\_

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

Name (print) \_\_\_\_\_

Home Telephone: \_\_\_\_\_

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

Contact Telephone: \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

Fax Number: \_\_\_\_\_

Business Interested in:

Business Name

Address

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The above-signed prospective purchaser (" Buyer" ) hereby requests confidential information, currently and from this time forward, on businesses represented by Gamma Industries Inc/Mike Rapoport. Buyer hereby acknowledges that Gamma Industries Inc/Mike Rapoport first provided such information to the Buyer. In consideration of Gamma Industries, Inc/ Mike Rapoport having provided such information the Buyer hereby agrees.

1. Any information Gamma Industries Inc/ Mike Rapoport provides about a business was obtained from the business owner, or listing agent (s) and Gamma Industries Inc/ Mike Rapoport makes no presentations or warranties as to accuracy or completeness. Buyer is solely responsible for investigation all aspects of the business and obtaining any legal tax, or other counsel Buyer deems necessary, prior to purchasing the business.

2. Any information Buyer is given about a business, including it's availability for acquisition, shall be treated as confidential and proprietary. Buyer shall not disclose, without prior written permission, any such information to a third party except Buyers representatives actively engaged in evaluating the information, and shall obtain the agreement of such third parties to maintain confidentiality. If Buyer decides not to purchase the business, Buyer shall promptly notify Gamma Industries Inc/ Mike Rapoport of this fact and shall promptly return all documentation without retaining copies, summaries, analyses, or extracts. any unauthorized disclosure shall constitute a material breach of Buyer's duty to the seller and Gamma Industries Inc/ Mike Rapoport and could result in their seeking recourse against the Buyer. Buyer shall hold Gamma Industries Inc/ Mike Rapoport harmless from any liability resulting from such unauthorized disclosure and monetary indemnify Gamma Industries Inc/ Mike Rapoport of such breach information.

3. The Seller of each business about which a Buyer shall be given information on Gamma Industries Inc/Mike Rapoport has entered into an agreement providing that the Seller shall pay a fee to Gamma Industries Inc/ Mike Rapoport, if during the term of agreement or within eighteen months thereafter, the business is transferred to a Buyer introduced by Gamma Industries Inc/ Mike Rapoport. Should Buyer acquire any interest in or become affiliated in any capacity with such a business. Buyer shall protect Gamma Industries Inc/ Mike Rapoport right to a fee from the Seller, plus attorney fee if any and other damages company entitle under the California Law.

4. Buyer shall conduct all inquiries into and discussion with any business about which. Gamma Industries Inc/ Mike Rapoport, provides information solely through Gamma Industries Inc/ Mike Rapoport and shall not directly contact the owner, employees or other representatives of the business except by prior arrangement with Gamma Industries Inc/ Mike Rapoport.

5. If Buyer breaches the terms of this Agreement or in any way interferes with Gamma Industries Inc /Mike Rapoport right to fee. Buyer shall be liable for such fee and any other damages, including reasonable attorney's fees. Any controversy or claim arising out of or related to the Agreement or its breach shall be settled by binding arbitration in accordance in with the Commercial Arbitration Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with those rules. Any arbitrator so selected need not be a member of the American Arbitration Association

6. Gamma Industries Inc/Mike Rapoport may act as a dual agent representing both Buyer/s and Seller/s.

7. Buyer acknowledges receiving a copy of this agreement.

8. The above-signed executes this Agreement by the buyers or on behalf on Buyer (s) and warrants that he/she is duly authorized to do so.

**Please fax agreement form to:**

**FAX (323) 654-2763**

**Tel: (323)**

**304-5500**

**Copy of license or ID**