BayState Business Brokers
One-Step Confidentiality and Warranty Agreement
Return via Fax: 617-562-5701 or Email: admin@baystatebusinessbrokers.com

The undersigned (the "Recipient") acknowledges that BayState Business Brokers (the "Broker"), 60 Kendrick Street, Suite 206, Needham, MA 02494 has been engaged to represent the Seller in the sale of the Business described as Listing **1746 – Excavation, Foundation, Utilities & Snow Services**. To induce Broker and Seller to furnish information regarding the Business (the "Information") to Recipient for Recipient's evaluation and possible purchase of the Business and in consideration for Broker and Seller providing the information, Recipient agrees and warrants to Broker, and Seller as follows:

The Recipient as used herein shall mean and include the undersigned, individually, and as a member of any entity as an employee, partner, stockholder, officer, director, agent, adviser, consultants, manager, member, or any other capacity whatsoever. The Information as used herein shall include all verbal, electronic, and written data, reports, records, or materials obtained from the Broker or the Seller. Recipient will not disclose any of the Information to any party other than persons within Recipient's organization, or independent advisers, who have a need to know such Information for the purpose of evaluating the possible purchase of the Business. Recipient agrees to be responsible for the compliance of these other parties with all provisions of this agreement.

If Recipient decides not to pursue the proposed acquisition, Recipient will advise Broker of this fact and return to Broker all Information furnished to Recipient without keeping copies of it. Recipient agrees to keep confidential that the Business is for sale, or listed for sale, or that any discussions are taking place concerning a possible sale of the Business. Recipient will not contact the Seller, Seller's employees, customers, suppliers, landlord or agents, other than Broker, for any reason whatsoever without the prior written consent of the Broker. Recipient will not utilize, now or at any time in the future, proprietary information or trade secrets that are provided in any manner other than to evaluate a possible purchase of the Business. Recipient will not utilize this information in the conduct of Recipient's or any other party's present or future business(es) or utilize it to enter into or compete with the Business or assist any other party to do so.

The Information furnished, and to be furnished, is provided by Seller, or based on representations of the Seller, and Broker has made no investigation of it. Recipient releases Broker from any liability or responsibility in connection with the accuracy, completeness, or any other aspect of the Information provided. Recipient agrees that any warranties or representations of the Seller for the Information provided will only be made in a Purchase and Sale Agreement in connection with the purchase of the Business. Recipient accepts sole and final responsibility for the evaluation of the Information and all other factors relating to the Business.

Recipient acknowledges and understands that the Broker is acting as the agent of the Seller and that Broker's primary duty is to represent the interests of the Seller. Recipient will present all offers for the business through Broker and conduct all negotiations on any proposed transaction through Broker. Recipient agrees not to take any actions that could interfere with or hinder the collection of Broker's fees in connection with this transaction. Recipient irrevocably appoints Broker to hold all Recipient deposits presented as part of an offer to purchase the Business. Recipient represents that Recipient has sufficient resources to complete the transaction for the asking price and terms. Recipient agrees to provide, upon request by Broker or Seller, financial statements, credit reports, references, and other pertinent information evidencing such financial sufficiency.

The Recipient agrees to indemnify and hold harmless the Broker, Co-Broker, and Seller, including their respective agents, representatives, and employees from and against any and all claims, liabilities, actions, causes of action, and damages, arising from or relating to any injury or loss attributed to actions, omissions, wrongful conduct or other breach of this Agreement by Recipient, which indemnification shall include, without limitation, reimbursement of attorney's fees and expenses incurred by the Broker and/or Seller in connection therewith. This agreement shall be governed by the laws of the Commonwealth of Massachusetts. If any part of this agreement is held to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect.

Agreement for this business only: #1746 – Excavation, Foundation, Utilities & Snow Services Business for Sale

Be sure to fill in this form completely. Edited or incomplete forms will cause a delay in processing.

Cash available for a down payment on a loan to buy the business: $_____ Net Worth: $_____ Credit Score: _____

Any disqualification for financing? _____Current Job: _____

Related experience for this business: _____

Others involved in decision: _____ When do you want to own? _____

Name: _____ Address: _____ City, State, Zip: _____

Tel: _____ Cell: _____ Email: _____

Signature: _____Date: _____