

**Date: 1/17/2020 - BizBenNetwork Posting: #253715 - Liquor Store In Fresno, California**

Contact: Taj Randhawa at 559-394-9000 if you have any questions about this NDA or posting.

Instructions: Complete the information below before emailing it back to: bizbrokerstaj@yahoo.com.

Your email subject to Taj Randhawa should read: NDA For Your Liquor Store In Fresno, California.

Your Name: \_\_\_\_\_ Your Phone: \_\_\_\_\_ Your Email: \_\_\_\_\_

## **NDA TO SIGN BY BUYER FOR BUSINESS/PROPERTY INQUIRED**

We hereby acknowledge that Taj Randhawa, REMAX Gold (Commercial) will be furnishing us with certain confidential information to assist us in evaluating the possible of the Business/ Property inquired.

We have requested that you furnish us with information concerning the business/property. This information may include, without limitation, an offering memorandum or materials and the various other papers, Financials/ Tax returns & legal instruments, Studies, brochures, computers output and the other data concerning the property, as well as oral discussions and property visitations(collectively, "Evaluation Material"). We acknowledge that the Evaluation Material will be furnished to us only on the condition that we agree to treat the Evaluation Materials confidentially as hereinafter provided. We hereby agree as follows:

1. No Evaluation Material furnished to us will be used, duplicated, or disseminated by us for any purpose other than evaluating a possible good faith purchase of the property. Therefore, we agree to keep all Evaluation Material strictly confidential; provided, however, that the Evaluation Material may be disclosed to our key employees and to our outside counsel and accountants(collectively, "Related parties") on a strictly "need to know " basis. These Related parties shall be informed by us of the confidential nature of such Evaluation Materials and the terms of this agreement and instructed by us to abide by its terms. We will be responsible for any breach of the terms of this agreement by any related party. We will promptly, upon request, return all Evaluation Material and all copies thereof (whether Party. We will promptly, upon request, return all Evaluation Material and all copies thereof (whether furnished before or after the date of this letter) to REMAX Gold/ Taj Randhawa without retaining copies.
2. We agree not to disclose to any person, and to instruct the related parties not to disclose, either(I) the fact that discussions or negotiations are taking place concerning a possible purchase of the business or property or (III) any of the terms, covenants, conditions, or other facts with respect to any such possible purchase(other than as permitted by the preceding paragraph)
3. We acknowledge that Taj Randhawa, REMAX Gold Commercial shall be dealing with other entities contemplating the possible purchase of, or other transaction involving, the property. We agree to waive any conflict of interest claim, which may arise in connection with Taj Randhawa, REMAX Gold involvement with us, and such other entities.
4. We agree that Taj Randhawa, REMAX Gold Commercial and owner make no representation or warranty as to that accuracy or completeness of the Evaluation Material. Any financial information and projections contained in Evaluation Material represent estimates based on assumptions believed to be reasonable under the circumstances, although they have not been independently verified. Taj Randhawa, REMAX Gold Commercial and Owner shall have no liability to us resulting from our use or reliance upon the Evaluation Material. We represent that we will conduct our own independent investigations or consult CPA/ accountant for all those matters which we appropriate in order to evaluate any proposed transaction involving the property.
5. We represent that we are acting as principals without a broker and that , if we choose to employ a broker, Our co-op broker will be disclosed at this time of acknowledgement. we shall not responsible for any compensational cases. Otherwise Buyer has to arrange finder fee for his Broker/agent out of their

Buyer's Initial \_\_\_\_\_

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pocket. If no, costs, damages and judgments (including reasonable attorneys fees and disbursements) arising from (i) the claim(s) of any brokers alleging to have dealt with or through us in connection with the property or (ii) any breach pf the terms of this confidentiality agreement by us or any related party.

6. This agreement (I) expresses the parties entire areement on the matters covered here in above; (II) supersedes all prior understandings between them on such matters; (III) shall be governed by California law; (IV) shall be binding on their lawful successors, designee and assigns; and (V) may not be altered, supplemented, or terminated except in a writing signed by each.

7. We acknowledge and agree that monetary damages may not be a sufficient remedy for any breach of this confidentiality agreement by us or our related parties and that, in addition to all other remedies, Owner shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach and we further agree to waive any requirement for the securing or posting any bond in connection with any such remedy.

8. We fully understand & assure Taj Randhawa, REMAX Gold Commercial there shall be no attempt by us or our family members to disturb employees, business or any attempt to contact seller/Owner without the prior knowledge of Taj Randhawa , REMAX Gold commercial. For any breach of this contract, we shall be responsible for any loss of commission to REMAX company because of our attempt to go directly to our owner or side lining agent/ broker out of picture.

9. We agree that unless and until a definitive sale agreement between Owner and us with respect to any transaction referred to in this confidentiality agreement has been executed and delivered; Owner will not be under any legal obligation of any kind whatsoever with respect to such a transaction. The agreement set forth in this paragraph may be modified or waived only by a seperate writing by owner and us expressly so modifying or waiving such agreement.

very truly yours,

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Initial: \_\_\_\_\_

Initial: \_\_\_\_\_

email: \_\_\_\_\_

email: \_\_\_\_\_

Signs of accepting party: \_\_\_\_\_ (I accept & abide by the confidential agreement)

Registered Potential Purchaser: \_\_\_\_\_

Thanks

Taj Randhawa

REMAX Gold (Commercial-BRE #01495361)

7050 N Fresno St. #204,

Fresno, CA 93720

Ph: 559-394-9000

Fax: (800)520-1803

www.tajrandhawa.com