

**ERANCO BUSINESS BROKERS & ERANCO ASSOCIATES REAL ESTATE DIVISION**

3017 Belmont Avenue Youngstown, Ohio 44505-1825 Fax to: (330) 759-8990  
Phones - Youngstown: (330) 759-7680 Cleveland: (216) 621-4041 Rocky River: (440) 409-0302

**NON-DISCLOSURE AGREEMENT**

**In consideration of the Broker, Eranco, Inc., dba Eranco Business Brokers & Eranco Associates Real Estate Division, providing information on businesses and properties for sale, I/we understand and agree:**

- 1. (a) That any information provided on any business for sale is sensitive and confidential, and that the disclosure to others of this information may be damaging to the businesses and to its' owners, and that such damage may be actionable by the owners.  
 (b) Not to disclose, for a period of three years from the date of this agreement, any information regarding these businesses to any other person who has not also signed this Agreement, except to secure the advice and recommendation of business advisors (accountants, attorneys, etc.) Information as used in this Agreement shall include the fact that the business is for sale, plus any other data provided.  
 (c) Not to contact the business owners, landlord, employees, suppliers or customers, except through the Broker. All correspondence, inquiries, offers to purchase, letters of intent, and any negotiations related to the purchase or lease of the businesses presented by Broker will be conducted exclusively through the Broker.  
 (d) The Broker has been employed by, and is an agent for the Seller and all fees will be paid by the Seller unless otherwise agreed. I agree not to circumvent or interfere with the Broker's contract in any way and I understand that if I interfere with the Broker's contractual right to a fee from the Seller, I may be personally liable to Broker for payment of the Seller's fee. I understand that should I buy, trade, or lease any of the businesses shown or offered for sale, or should I enter into a management or employment agreement, then a fee is due the Broker. I understand that if I make the purchase through the Broker, I will not be liable for the fee due the Broker from the Seller.
- 2. That all information regarding the businesses for sale is provided by the Seller and is not verified by the Broker. Broker has no knowledge of the accuracy of said information and makes no warranty, express or implied, as to the accuracy of such information. Understanding that, I will make an independent verification of said information prior to purchasing a business. I agree that Broker is not responsible for the accuracy of any information I receive or fail to receive, and I indemnify and hold Broker harmless from any damages or claims which may occur by reason of the inaccuracy or incompleteness of any information provided to me with respect to any business I may purchase.
- 3. That should I enter into an agreement to purchase a business, and the Seller is required to remove the business from the market for sale, then the Seller will be provided a financial statement and personal business history. If the Seller is requested to finance a portion of the sale, then I authorize the Seller to obtain financial and credit information through standard reporting agencies.
- 4. This Non-Disclosure Agreement does not apply to any information obtained from public sources other than the Broker and does not apply to information already known and accessible to the trade and others, or any information which becomes known and accessible to the trade or others in the future.
- 5. A facsimile transmission of signatures to this agreement shall be legal and binding on all parties hereto. This agreement shall be governed in accordance with the laws of the state of Ohio.
- 6. That, by signing this document, I consent to the Broker contacting me by phone, mail, faxes or email, in regards to this or other future opportunities that may become available.
- 7. We verify that we have the amount of \$\_\_\_\_\_ in available funds or an approved credit line to invest in any business opportunity.

**I/we acknowledge that I/we have received a copy of this agreement and have read this agreement carefully and fully understand it.**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Email

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Phone

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**Agent, Eranco Business Brokers & Eranco Real Estate Div.**