

JOHN MCMANUS-BROKER
661 - 250-1888/ Cellular 818-554-3217
john1888@sbcglobal.net
Real Estate-Business Opportunities- Business Appraisals

DISCLOSURE/ CONFIDENTIALITY AGREEMENT
AVAILABLE BUSINESSES

Page 1 of 2

BizBen Ad number _____

The Exact Address of the business listed for sale will be provided when this agreement is completed as highlighted in yellow and a copy is sent to me via the internet to: john1888@sbcglobal.net I will also include additional pictures and financial data as provided by the seller.

Note: The above properties are offered subject to prior sale, change of price, or withdrawal from the market without notice. This statement is based upon information that we believe to be current. Information is obtained from sources that we regard as reliable. We assume no liabilities for errors or omissions therein, nor do we guarantee the correctness or current status of the above information and would be subject to your independent verification. I have had no previous information or knowledge concerning the places listed above

Gentleman: In consideration of information to be subsequently furnished and presented to me of the above places of business as being available for sale or lease, I agree that if I should buy, lease, or come into possession of any of the properties to be subsequently provided directly or indirectly, I will deal through your office so that you may have the opportunity to collect your COMMISSION FROM THE SELLER.

I understand and agree that the information provided to me is confidential and will be kept in strict confidence and not divulged to any other person except, my attorney, accountant, or lender. I understand that the Seller's and the broker are the intended beneficiaries of my covenants contained herein, and any release of such confidential information to any unauthorized party constitutes a breach of this agreement and that I may be liable for any and all damages and attorney's fee's and costs incurred as a result of my breach of this agreement.

Furthermore, I hereby recognize and acknowledge that John McManus as the procuring cause and agrees for a period of two (2) years from the date of this agreement not to deal directly or indirectly with any of the owners of the businesses or the real property owners listed by this broker.

I hereby warrant that my sole purpose is to possibly affect a purchase or merger and/or acquisition of the above listed properties, nor do I represent any undisclosed third party or corporate entity, except as otherwise set forth herein. I further acknowledge that the prospective seller's and the broker are relying on such representations in providing such confidential information.

Receipt of a copy of this document is hereby acknowledged, furthermore I have read page 2 of this agreement as required in the California Civil Code and that you agree and acknowledge that the broker as named herein will act as a dual agent in any subsequent negotiations or transactions with any of his office listings.

Date: _____

Name _____

Phone _____

Address _____

email _____

By signature _____

PLEASE COMPLETE AS HIGHLIGHTED IN YELLOW THEN SCAN AND EMAIL TO:
john1888@sbcglobal.net

Page 2 of 2 Confidentiality/Disclosure agreement

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP The disclosure form required by [Section 2079.14](#) shall have Sections 2079.13 to 2079.24, inclusive, **DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (As required by the Civil Code)**

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT: A Seller's agent or a subagent of that agent has the following affirmative obligations: A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. To the Seller:

A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

Diligent exercise of reasonable skill and care in performance of the agent's duties. (a) A duty of honest and fair dealing and good faith. (b) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. (c) An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT An agent acting only for a Buyer has the following affirmative obligations: In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only.

To the Buyer: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller: Diligent exercise of reasonable skill and care in performance of the agent's duties. (a) A duty of honest and fair dealing and good faith. (b) An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. (c)

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer. (a) Other duties to the Seller and the Buyer as stated above in their respective sections. (b) In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

If legal or tax advice is desired, consult a competent professional. A real estate agent is a person qualified to advise about real estate. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests.

You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction.