



BUYER: _____ hereby offers to purchase from **SELLER:** _____, the following business including all equipment, fixtures, furnishings, computer, software, supplies, books, records, files, goodwill, name, leasehold, signs, telephone number and listings, business accounts, customers and clients and any other property owned by, or used in, the business necessary to conduct the business. Lease at \$ _____ per month for approximately _____ years.

BUSINESS NAME (Of Practice to Be Purchased) _____ **DATE OF OFFER:** _____

At the price, terms and conditions as follows:

Total Full Price \$ _____ including furniture, equipment & supplies \$ _____ (at market)

Cash Down Payment \$ _____ and the balance of the purchase price to be paid as follows:

and Promissory Note \$ _____ @ \$ _____, or more per month, including _____ % interest,

secured by: Security Agreement and UCC-1, Life Insurance. _____ for _____ years.

Possession Date: _____ or as mutually agreed.

Seller shall give a good and sufficient title to the subject business and/or property, free and clear of debts or liens, except as set forth above. **Seller** shall give a valid lease, or assignment of existing lease, @ rental and terms shown above. **Seller** warrants that premises will pass all inspections necessary to conduct subject business. **Seller** warrants that all furniture and equipment shall be in good working order on the date Buyer takes possession.

Additional provisions: (Include any Addl. Provisions / Comments in #9 below)

1. Covenant not to compete for _____ miles and _____ years;
2. Buyer's approval of books and records: (this provision is waived if books and records are not disapproved in writing to Broker within five (5) business days of acceptance of offer by Seller.);
3. Seller to provide 30 days free introduction to clients, client workpapers and business operation;
4. Buyer to assume the following leases, contracts and or obligations of the business: premises only;
5. This sale does not include accounts receivable of \$ _____ for 1st year of possession;
6. Seller to guarantee gross revenues of \$ _____ Maximum Adjustment: 15% (up or down) X 1st Year Gross Revenue X Multiple.
7. Time is of the essence in this transaction and Buyer shall perform all due diligence and indicate acceptance or withdrawal within 5 business days of acceptance by Seller.
8. **This offer is subject to final approval, by Buyer and Seller, of a Buy/Sell Agreement which will be prepared by Broker.**

9. _____

Items to be prorated in said escrow: **insurance, personal property tax, rent, work in progress,**
Sales tax on sale of fixtures and equipment to be charged to **Buyer**, if applicable.

Buyer and Seller acknowledge and agree that BUSINESS BROKERAGE, INC. (hereinafter referred to as Broker), has merely acted as a conduit of information supplied by either Buyer or Seller. Buyer and Seller both acknowledge that they have been advised to rely, and have relied, on their own investigations prior to making an offer to purchase and accepting said offer. Buyer and Seller both warrant and represent to the Broker that any and all information, documentation or statements of whatever nature that have passed or will pass through the Broker to Buyer or Seller, are accurate and true.

Should **Buyer** fail or refuse to complete this transaction after timely acceptance thereof by Seller, the deposit below may, at the option of the Broker be retained as liquidated damages and shall first apply towards agent's commission, and the balance, if any, shall belong to Seller. If an escrow is used, the charges and fees shall be split evenly between the Buyer and Seller or as is ordinary and customary by the escrow company. Buyer and Seller understand that Broker has acted as an Agent of the Seller, only, in this transaction.

Broker may keep deposit check uncashed until Seller accepts this or any other offer or until Buyer withdraws offer and requests check returned. If Seller accepts this offer, check may be held uncashed by agent until all contingencies are satisfied, and thereupon deposited into Brokers Trust account or into Escrow. Buyer hereby authorizes Business Brokerage, Inc. to obtain a credit report on Buyer and Buyer understands that Seller's acceptance is contingent upon Seller's approval of Buyer's credit.

BUYER AND SELLER HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

Buyer _____ Date _____ S.S No.: _____ Date of Birth: _____
Buyer _____ Date _____ S.S No.: _____ Date of Birth: _____
Address _____ Phone: _____ FAX: _____

Seller agrees to sell the above described business and/or property on the terms and conditions herein stated and pay Broker a commission as stated in EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT between Seller and Broker.

Seller _____ Offer accepted this _____ 20__
Seller _____ Offer accepted this _____ 20__
Address: _____ Phone: _____ FAX: _____

DEPOSIT RECEIPT ON ABOVE OFFER

Received of Buyer: _____ a check in the amount of **Nine Thousand** Dollars (**\$9,000**) as earnest money, to be held by agent until offer is accepted and all contingencies are satisfied, and thereupon deposited into Brokers Trust account or into Escrow. This deposit will be returned to **Buyer** if **Seller** fails to accept this offer by 5:00 P.M.

Signed this date _____ By: _____ for Business Brokerage, Inc.