

Registration and Non-Disclosure Agreement

The undersigned is investigating the purchase of a business ("Business") based on the following terms:

1. I authorize Devaney Realty, Inc. dba Devaney Business Brokerage (hereinafter "DBB") to help me find a Business to purchase. DBB will provide me with access to their listings; give me general information concerning Businesses for sale plus other useful services. In exchange for such information and services, I agree to solely use DBB to negotiate the purchases of Businesses that were first disclosed to me by DBB.
2. I will not negotiate or make an offer to purchase of any business introduced to me by DBB except through a DBB representative. For a period of 24 months after I cease using DBB's services, I will not use the services of any other broker or intermediary to purchase a Business that was introduced to me by DBB.
3. In consideration for receiving confidential information about businesses DBB has been retained to market, I acknowledge that DBB has contracts with its clients that earn fees from the sale of Businesses and I will not circumvent DBB in any way. I understand that if I breach this Agreement in a way that results in a loss or damage to DBB and/or its clients then I will be financially responsible for this loss or damage. I agree not to close and/or take possession of any such business unless DBB has been fully paid by the Seller.
4. I will not contact or speak with any of the Owners, Directors, Shareholders, Employees, Suppliers, Creditors, Customers or the Landlord of such Business except with the permission of DBB.
5. I will not disclose any information provided to me by DBB to any third party without the written permission of DBB. I will not use any trade secrets or confidential information for my own benefit or for the benefit of a third party.
6. I understand that there is no fee payable by me for the purchase of any business listed with DBB unless I lease the business's location directly from the Landlord or other controlling party without purchasing the business from the Owner. In that event I agree to pay DBB a leasing commission equal to two months of the average first years rent.
7. I understand that the sole responsibility for the purchase of a business will be mine. I understand that the statements, facts and figures that I receive have been given to DBB by the seller of each business and/or third parties acting in a similar capacity. I understand that DBB acts as a marketing agent for the Seller and these materials are not audited by DBB and no guarantee can be made to their accuracy. I agree that I will use my own independent accounting, legal and business advisors and I will be fully responsible for conducting my own investigation which will include an audit, examination, inspection and verification of all information and records provided to me by DBB. I agree to hold DBB and its agents harmless from any errors, omissions or misrepresentations made by the Seller.
8. I am not a Broker or a Realtor, nor am I an Agent or Intermediary for another party.
9. This agreement is written under the laws of the State of New York.

Name: _____

Home Address: _____

City/Town: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Email: _____ Fax: _____

Listing ID: _____ Date: _____

If you agree to the terms of this Agreement, please sign here: _____

PLEASE PRINT; FILL OUT ALL ITEMS, SIGN, DATE & FAX THIS AGREEMENT TO 631-750-5669.

We cannot respond unless all items are correctly filled in.