



Re/Max Acclaimed Realty Commercial Division
2345 York Rd.
Timonium, Maryland 21093
410-561-0055 * Fax: 410-630-3717

DUE DILIGENCE & CONFIDENTIALITY AGREEMENT

BUYER'S TYPED/PRINTED NAME: _____

BUYER'S TYPED/PRINTED NAME: _____

Whereas, the above-named Buyer(s) has expressed an interest in acquiring a Business opportunity Known as _____ and/or real estate presented to him by RE/MAX Acclaimed Realty, Commercial Division (hereinafter Broker"), and whereas the Broker has such information and is willing to share said information for good and valuable consideration, then Buyer hereby acknowledges and agrees with all of the following:

1. All information furnished to Buyer about this Business opportunity (_____) is strictly confidential, including the fact that the business is for sale. The business' ability to remain competitive, to retain key employees, and its continuing success may hinge on ensuring that such information and/or other confidential matters is not revealed now or in the future to other third parties such as, but not limited to, customers, suppliers, employees, and competitors. Therefore, Buyer will keep all such information strictly confidential, other than to Buyer's advisors, who are also to be informed of, and must agree to abide by, this demand for absolute confidentiality.
2. Buyer is solely responsible for conducting his own investigations and/or due diligence. Buyer has or will personally inspect the Business opportunity and has or will satisfy himself of his own ability to successfully conduct the ongoing business should a sale take place.
3. The Buyer understands and acknowledges that the Seller is the source of any and all information about the Business, and if the Seller provides information about the Business opportunity to Buyer, then Buyer takes full and sole responsibility for verifying the accuracy of any and all such information. The Broker does not make any representations or warranties as to the accuracy or completeness of any information provided to Buyer by Seller or Seller's affiliates, employees, vendors, or associates. Neither Seller nor Broker is obligated to volunteer any information not requested by Buyer.
4. The Broker merely acts as an intermediary and cannot give legal advice. If the Buyer desires legal advice or seeks to understand the regulatory environment affecting the Business opportunity, then Buyer is advised to seek such legal advice from an attorney competent in the field of real estate and business matters. In addition, Buyer should consider the use of other consultants and experts to assist Buyer in his due diligence effort.
5. Buyer will acquire the Business opportunity with a clear and distinct understanding that all profits are based on the future performance of the Business. Neither Seller nor Broker can in any way guarantee to Buyer that the future of the Business will be profitable or successful. Buyer hereby takes full and sole responsibility for the future success, or lack thereof, of the Business and hereby indemnifies and holds harmless the Broker, its employees, and its agents from any responsibility for the future performance of the Business.



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- 6. If financing by Seller is requested in Buyer's offer, then Buyer will provide full and complete financial statements and other credit information as may be requested by Seller.
- 7. Buyer acknowledges that he is responsible for ascertaining what, if any, governmental, regulatory, industry, or other applicable licenses, permits, association affiliations, or other legally required or customarily accepted requirements he needs to obtain in order to comply with any law, trade association, or industry standard to ensure full benefit of the Business opportunity being examined. Buyer, in the course of the immediately above-mentioned due diligence, should not rely on the present status of the Business opportunity with respect to the subject matter thereof.
- 8. Buyer is aware that taking physical possession of the business prior to the legal closing may result in changes to the business and may affect the closing of the sale. If Buyer becomes affiliated with the Business in any way prior to Settlement, the Buyer agrees to protect and be responsible for the real estate commissions due the Broker in the event of the demise or failure of the Business.
- 9. This Agreement is not an Agency representation agreement, and Buyer should not assume any agency representation by the Broker unless disclosed in writing in a separate Agency Disclosure Agreement. The execution of a separate Agency Disclosure Statement shall not in any way affect any provisions of this Agreement.
- 10. The Broker is to be given copies of all documents pertaining to the negotiations and the sale of the Business opportunity upon request, and the Buyer agrees to keep the Broker fully informed regarding all aspects of the transactions, including the settlement date, time, and place for any prospective or actual consummation and agrees to do so at least three (3) days prior to the actual or intended date of closing.
- 11. Buyer hereby releases the Broker from any liability, and agrees to indemnify, defend, and hold Broker harmless from any legal actions, suits, claims, damages, costs, or causes of action, including reasonable attorney's fees, based on or arising out of conduct related to the Business opportunity or other subjects in connection therewith.
- 12. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and the judgments upon the award rendered by the arbitrators) may be entered into any court having jurisdiction thereof.

Therefore, Buyer and Broker hereby agree and accept all of the above terms and conditions as of today's date as indicated by their signatures below:

BUYER'S SIGNATURE: _____ Date: _____

BUYER'S SIGNATURE: _____ Date: _____

RE/MAX Acclaimed, Commercial (Broker)

REPRESENTATIVE: _____ Date: _____