

# SCHOOLS FOR SALE, Inc.

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**Dennis Mope-President**  
**LICENSED REAL ESTATE BROKER**

Private/ Pre-School / Trade Schools  
8409 Tibet Butler Drive  
Windermere, FL 34786  
Phone: 407-909-6277 OR 954-328-5120

Fax: (888) 582-0577

**“Your School Broker <sup>TM</sup>”**

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Dear Customer:

Thank you for calling about one of my listings/schools. The first step is to get some information about you.. I have some simple questions I would like you to answer and send back to us. I have a web site you may want to visit (<http://www.SchoolsForSale.com>), check it out. We only sell schools and we are very good at it. You have come to the right place if you want to make an investment in this industry.

I have enclosed two items that I would like to have your client complete and return to me. The first is a **PROFILE** that will give me some basic information about them and what they are looking for. This information will assist me with the search. The second is **Standard Confidentiality / Disclosure Statement** which protect the Seller and the Brokers.

If you have any questions please let me know.

Once you complete the information please send it to me ASAP. :

Dennis Mope P.A..  
Schools For Sale, Inc.  
8409 Tibet Butler Drive  
Windermere, Florida 34786 or **FAX TO: (888) 582-0577**

Again, thank you for your call, and I will be contacting you as soon as I receive your information.

Sincerely,

Dennis Mope

# **BUYER INFORMATION-Schools For Sale, Inc.**

## **PERSONAL AND CONFIDENTIAL INFORMATION**

Company Name: \_\_\_\_\_ Your Name: \_\_\_\_\_

Spouse's Name: \_\_\_\_\_ Email: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

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

Present occupation: \_\_\_\_\_ Position: \_\_\_\_\_

Spouse's occupation: \_\_\_\_\_ Position: \_\_\_\_\_

## **EDUCATION/EXPERIENCE**

- Do you currently own or operate a School: Own / Operate / Neither  
If yes the type of School you operate: \_\_\_\_\_  
The Name of the School \_\_\_\_\_
- If you are currently an owner, please give a brief description (how long, size, type of facility):  
\_\_\_\_\_  
\_\_\_\_\_
- List any industry related experience not listed above (Teacher, Director, How long):  
\_\_\_\_\_  
\_\_\_\_\_
- Highest level of education completed: High School / GED / Community College / 4 year institution  
Degree(s) Held: \_\_\_\_\_
- Who will run your business daily: \_\_\_\_\_

## **FINANCIAL OVERVIEW**

- Total funds available for down payment and working capital: \$ \_\_\_\_\_
- How do you rate your personal credit: Excellent / Above Average / Good / Fair / Poor
- Have you ever filed personal bankruptcy: (Yes / No) If yes, what year was it discharged \_\_\_\_\_
- What would be the month income you would expect from the School? \_\_\_\_\_

## **OTHER INFORMATION**

- When did you start looking for a School? \_\_\_\_\_
- What City do you want to purchase a School in? \_\_\_\_\_
- What Type of School do you want? \_\_\_\_\_
- Do you want to Own the Property? \_\_\_\_\_
- When would you like to close on the School? \_\_\_\_\_
- List below any information you feel will help us better understand what you are looking for.

# Confidentiality Agreement & Disclosure Statement

## Schools For Sale, Inc. - Fax To: 888-582-0577

(Print Name) \_\_\_\_\_, herein referred to as "PROSPECTIVE BUYER", acknowledges, and agrees that Schools For Sale, Inc., hereinafter called "Broker or the Listing Broker", was the **first** to advise PROSPECTIVE BUYER of the availability of and details concerning the following business opportunities and/or real properties to include, but not limited to:

State Property Located. \_\_\_\_\_ Id Number: \_\_\_\_\_ Property Number: \_\_\_\_\_

State Property Located. \_\_\_\_\_ Id Number: \_\_\_\_\_ Property Number: \_\_\_\_\_

State Property Located. \_\_\_\_\_ Id Number: \_\_\_\_\_ Property Number: \_\_\_\_\_

PROSPECTIVE BUYER understands and agrees that all dealings concerning said business opportunity and/or real property will be handled through BROKER or the LISTING BROKER and that all information received with respect to, but not limited to, the above-mentioned opportunity and/or property will be kept in strict confidence, will not be used to compete with SELLER/OWNER and that PROSPECT BUYER shall not disclose this information to any person. The PROSPECTIVE BUYER acknowledges that the sole purpose in seeking information about the business and/or property is to purchase a business and/or property. In the event the PROSPECT BUYER violates this confidentiality covenant or any other covenant herein with respect to SELLER, both BROKER, the listing BROKER or the LISTING BROKER and said SELLER shall be entitled to all remedies provided by law, including, but not limited to, injunctive relief and damages. BROKER or the LISTING BROKER shall be deemed to include all and any other BROKERS with whom BROKER is co-operating. Note: **Schools for Sale, Inc. (BROKER) REPRESENTS THE TRANSACTION AND WILL BE PAID FOR ITS SERVICES BY THE SELLER unless otherwise agreed.**

***PROSPECT WILL:***

- ***The prospect will not contact owner without Brokers permission.***
- ***The Prospect will not visit the center without the Brokers permission.***
- ***The Prospect will not speak with the employees or parents without the Brokers permission.***
- ***The Prospect will work only with the Broker for information on the school.***

The Information is of a proprietary and confidential nature, the disclosure of which to any other party will result in damage to the Seller and/or Business, and Buyer further represents and warrants as follows:

(A) The Information furnished by Broker or Seller has not been publicly disclosed, has not been made available to Buyer by any party or source other than Broker or Seller and is being furnished only upon the terms and conditions contained in this Agreement.

(B) Buyer will not disclose the Information, in whole or in part, to any party other than persons within Buyer's organization, including independent advisers/consultants, who have a need to know such Information for purposes of evaluating or structuring the possible purchase of the Business. Buyer accepts full responsibility for full compliance with all provisions of this Agreement by such other persons.

(C) Buyer will not disclose, except to the extent required by law, to any parties other than the persons described in Paragraph 2(B) above that the Business is available for purchase or that evaluations, discussions or negotiations are taking place concerning a possible purchase.

(D) Buyer will not utilize, now or at any time in the future, any trade secret(s), as that term may be defined under statutory or common law, that is/are included in the furnished Information for any purpose other than evaluating the possible purchase of the Business, including, without limitation, not utilizing same in the conduct of Buyer's or any other party's present or future business(es).

(E) In addition to the prohibition against utilizing trade secret(s), Buyer will not utilize any other furnished information for any purpose other than evaluating the possible purchase of the Business, specifically including, without limitation, not utilizing same to enter into and/or engage in competition with the Business or assist or promote any other party(s) in so doing. The foregoing prohibition against utilizing said Information in competing with the Business shall remain in effect for three (3) years from the date hereof and shall be applicable to competition within the presently existing marketing area of the Business.

(F) If Buyer decides not to pursue the possible purchase of the Business, Buyer will promptly return to Broker all Information previously furnished by Broker or Seller, including any and all reproductions of same, and further, shall destroy any and all analyses, compilations or other material that incorporates any part of said Information.

All data on business opportunities and/or real property are provided for informational purposes only. No representation is made by BROKER or the LISTING BROKER as to the accuracy of the data provided. BROKER encourages PROSPECTIVE BUYER to thoroughly review and independently verify to PROSPECTIVE BUYERS own satisfaction that the data provided are substantially representative of the business activity and/or real property of the SELLER and can be relied upon when considering the purchase of said business opportunity and/or real property. PROSPECTIVE BUYER acknowledges that PROSPECTIVE BUYER has been advised to seek the independent counsel of any attorney and/ or an accountant to verify the information supplied to BROKER or the LISTING BROKER by SELLER and to examine any and all applicable documentation relevant to the transaction. You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate agent is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

In the event that PROSPECTIVE BUYER discloses the availability of said designated business opportunity and/or real property to any third party and this third party purchases the business and/or real property without the BROKER or the LISTING BROKER, then PROSPECTIVE BUYER, in addition to the remedies specified hereinabove, will also be responsible for the payment of BROKER'S compensation which would have been payable on the listed selling price or minimum compensation whichever is greater.

By the signatures below and execution of this agreement it is hereby agreed that PROSPECTIVE BUYER will not within **365 DAYS** or one year from this date deal directly or indirectly with the SELLER without the BROKER or the LISTING BROKER written consent and should the PROSPECTIVE BUYER do so and a sale, lease or other financial arrangement, is consummated, each of the signatories separately and individually and their associates confirm that any corporation, organization, firm, company or individual of which this signatory is a part to or of, member of, principal of, or agents for said association shall be jointly and severally liable for all and any damages which the BROKER or the LISTING BROKER may suffer, including but not limited to the compensation which would have been payable on the listed selling price or minimum compensation, whichever is greater.

The SELLER shall be deemed to be a party to this document insofar as needs be. A facsimile copy of this document and any signatures shall be considered for all purposes as originals. **The Prospect acknowledges receiving a copy of this document.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number