

## Commercial Metal Fence Company (Real Estate Available)

This specialty contracting business has been providing commercial fencing solutions in the California Greater Bay area for over 28 years. Business has grown to become one of the most reputable commercial fence companies in the region by providing a wide range of fencing options to both commercial and residential clients. A knowledgeable and experienced team is in place to handle sales, design, assembly and installation of both functional chain link and architectural wrought iron fencing. Security fencing, razor ribbon, internal fencing, backstops, tennis courts, decorative iron fencing and gates are a few of the products provided. Repeat client base is broad and includes regional contractors, municipalities, school districts, state and federal public works departments as well as private homeowners.

Ownership has grown the business organically and become comfortable with current size of operations and level of profitability. Owner's health forces retirement and presents a great opportunity for new ownership to step in, leverage the established market reputation to grow business to the next level.

PRICE		LEASE (seller owns real estate)	
Asking	\$ 250,000	Base Rent	\$6000 / month
Down Payment	negotiable	NNN	None
Inventory Included	\$ 10,000	Expiration	negotiable
FF&E Included	\$ 300,000	Option	negotiable
Training Included	4 weeks @ 20 hours / week	Security Deposit	\$6000
OPERATION		TERMS	
Employees	11 full time	Note	negotiable
Working Owners	1	Term	
Payroll/Month	\$42,500	Interest	
Hours	M-F 7AM – 4PM / OT as needed	Payment	
Business Established	1979	Covenant No Compete	5 years / 200 mile radius
FINANCIAL		FACILITIES	
2007 Sales per Year	\$2,025,000	Size	5600 bldg / 10,000 yard
2007 Gross Profit %	25%	Type	Free standing w/yard
2007 SDE* per Year	\$110,000	Parking	plentiful
*SDE =	<i>Sellers Discretionary Earnings</i>	Business Owned Since	1979

**For further information, please contact:**

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*This information was prepared to inform prospective purchasers about The Company. The information contained here as provided by The Company and should be treated as Confidential by the recipient. Sunbelt Greater Bay Area, acting as exclusive agent for The Company in this transaction, makes no express or implied representation of warranty with respect to the accuracy or completeness of the information. Each prospective purchaser is responsible for the performance and expense of a due diligence review of The Company. Further detailed information is available to qualified buyers subject to execution of the attached Non-Disclosure Agreement, Disclosure Regarding Agency Relationship, and Personal Profile.*



## Confidentiality/Non-Disclosure Agreement

The undersigned prospective purchaser ("Buyer") hereby requests confidential information, currently and from this time forward, on businesses represented by Sunbelt Business Brokers ("Sunbelt"). Buyer hereby acknowledges that Sunbelt first provided such information to the Buyer. In consideration of Sunbelt having provided such information, the Buyer hereby agrees:

1. Any information Sunbelt provides about a business was obtained from the business owner, and Sunbelt makes no representations or warranties as to its accuracy or completeness. Buyer is solely responsible for investigating all aspects of the business and obtaining any legal, tax or other counsel Buyer deems necessary, prior to purchasing the business.
2. Any information Buyer is given about a business, including its availability for acquisition, shall be treated as confidential and proprietary. Buyer shall not disclose, without prior written permission, any such information to any third party except Buyer's representatives/affiliates engaged in evaluating the information, and shall obtain the agreement of such third parties to maintain confidentiality. If Buyer decides not to purchase the business, Buyer shall promptly notify Sunbelt of this fact and shall promptly return all documentation without retaining copies, summaries, analyses or extracts. Any unauthorized disclosure shall constitute a material breach of Buyer's duty to the Seller and Sunbelt and could result in their seeking recourse against the Buyer. Buyer shall indemnify, defend and hold Sunbelt harmless from any liability resulting from such unauthorized disclosure.
3. The Seller of each business about which a Buyer shall be given information by Sunbelt has entered into an agreement providing that Seller shall pay a fee to Sunbelt if, during the term of that agreement or within twenty four months thereafter, the business is transferred to a Buyer introduced by Sunbelt. Should Buyer, Buyer Family Member or anyone with whom Buyer is connected acquire any interest in or become affiliated in any capacity with such a business, Buyer shall protect Sunbelt's right to a fee from the Seller.
4. Buyer shall conduct all inquiries into and discussion with any business about which Sunbelt provides information solely through Sunbelt, and shall not directly contact the owner, employees or other representatives of the business except by prior arrangement with Sunbelt.
5. If Buyer breaches the terms of this Agreement or in any way interferes with Sunbelt's right to a fee, Buyer shall be liable for such fee and any other damages, including reasonable attorney's fees. Any controversy or claim arising out of or relating to this Agreement or its breach shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with those rules. Any arbitrator so selected need not be a member of the American Arbitration Association.
6. Sunbelt may act as a dual agent representing both Buyer and Seller. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a) a fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer, b) diligent exercise of reasonable skill and care in performance of the agent's duties, c) a duty of honest and fair dealing and good faith and d) a duty to disclose all facts known to the agent materially affecting the value or desirability of the business that are not known to, or within the diligent attention and observation of, the parties.
7. Buyer Acknowledges receiving a copy of this Agreement.
8. The undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so.

Business of interest: SB 493 Commercial Fence Company

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Cell: \_\_\_\_\_ email: \_\_\_\_\_

**Agent for SUNBELT: Eric Nielsen**

**Email: enielsen@sunbeltbayarea.net Phone: 408-436-1900 Fax: 408-762-4118 Cell: 408-594-1525**



Disclosure Regarding Agency Relationship

When you enter into a discussion regarding a business opportunity transaction, you should from the outset understand what type of agency relationship or representation you have with a Business Broker.

AGENT REPRESENTING BOTH SELLER AND BUYER

A Business Broker, a California licensed Real Estate Salesperson or Real Estate Broker, can legally be the agent of both the Seller and the Buyer in a transaction (dual agency) and is hereby notifying you that this is the situation in most of his/her transactions.

In a dual agency situation, the Business Broker has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with both the Seller and the Buyer.
- (b) Diligent exercise of reasonable skill and care in performance of the agent’s duties.
- (c) A duty of honest and fair dealing and good faith.
- (d) A duty to disclose all facts known to the agent materially affecting the value or desirability of the business that are not known to, or within the diligent attention and observation of, the parties.
- (e) A duty to disclose all facts known to the agent materially affecting the desirability of the Buyer - financial history, creditworthiness and background of the Buyer that are not known to, or within the diligent attention and observation of, the parties.

A Business Broker 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.

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 asking price or that the Buyer will pay a price greater than the price offered.

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

Throughout your business opportunity transaction you may receive more than one disclosure form, depending upon the number of Business Brokers assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form.

**I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.**

BUYER/SELLER \_\_\_\_\_ Date \_\_\_\_\_

BUYER/SELLER \_\_\_\_\_ Date \_\_\_\_\_

BUSINESS BROKER \_\_\_\_\_ Date \_\_\_\_\_



BUYER PROFILE FOR: \_\_\_\_\_ Email: \_\_\_\_\_  
Please Print Name

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_ If Internet, which website? \_\_\_\_\_

*We provide each seller the following confidential facts about you prior to releasing any information about their business.*

**BACKGROUND INFORMATION:**

Are you currently employed? \_\_\_\_\_ If so, in what industry and what position? \_\_\_\_\_

Please give a brief description of your responsibilities: (Plan to prepare and submit a formal Resume for consideration.)

Please list the industries in which you've worked and the positions you've held:

Does your spouse work? \_\_\_\_\_ Full time? \_\_\_\_\_ Industry and position? \_\_\_\_\_

Do you own or have you ever owned your own business? \_\_\_\_\_ If Yes, what type? \_\_\_\_\_

Education:  High School  College / Degree \_\_\_\_\_  Post-College / Degree \_\_\_\_\_

Other Special Education or Training \_\_\_\_\_

Why are you looking for a business opportunity? \_\_\_\_\_

What is your timeframe to purchase?  Immediate  No hurry How long have you been looking? \_\_\_\_\_

Would you work in the business  Full-time  Part-Time

Place a check mark beside each business category that interests you:

- Manufacturing
- Distribution
- Computer/Hi Technology/Sciences
- Absentee Ownership
- Turnaround Situations
- New or Existing Successful Franchises
- Any Business which receives cash payments
- Any Business that can be relocated
- Retail
- Services: postal, copy centers, tax prep etc.
- Restaurant /Fast Food
- Gas Stations/Mini Marts/Car Washes
- Dry Cleaning
- Home Based Business

List 3 things that are important to you about any business you might consider buying:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Geographic Location Desire: \_\_\_\_\_

How far from your home are you willing to drive one way to the business you will buy? \_\_\_\_\_

If you reside outside California and have inquired about a California based business, what are your relocation plans and timeframe? \_\_\_\_\_

Additional information that you think may help us locate a desirable business opportunity for you:



FINANCIAL INFORMATION: \_\_\_\_\_ (Please attach prepared financial statement, if available)
(Last Name)

What is your current annual income? \$ \_\_\_\_\_
What are your income expectations the first year of owning your own business? \$ \_\_\_\_\_
Have you ever filed bankruptcy? \_\_\_\_\_ Had a foreclosure? \_\_\_\_\_ Had a judgment filed against you? \_\_\_\_\_
Is there any reason you might be declined a loan for a business acquisition? \_\_\_\_\_
Will anyone advise you in the review of business records and the decision to purchase any business? \_\_\_\_\_
What is the down payment amount and the source of funds that you are prepared to substantiate at the time
of making an offer? \$ \_\_\_\_\_ Source: \_\_\_\_\_
Do you have a financial partner or any other personal source of investment capital? [ ] Yes [ ] No
If Yes, please explain: \_\_\_\_\_
Do you have additional income sources? [ ] Yes [ ] No
If Yes, please explain: \_\_\_\_\_

NET WORTH:

ASSETS

Cash in checking accounts \$ \_\_\_\_\_
Cash in savings accounts \$ \_\_\_\_\_
Stocks and bonds \$ \_\_\_\_\_
IRA's, retirement plans, 401K's \$ \_\_\_\_\_
Cash surrender of life insurance \$ \_\_\_\_\_
Real Estate, home \$ \_\_\_\_\_
Real Estate, other \$ \_\_\_\_\_
Automobile(s) \$ \_\_\_\_\_
Your own business \$ \_\_\_\_\_
Appraised collectibles \$ \_\_\_\_\_
Money due you \$ \_\_\_\_\_
Other assets (describe): \$ \_\_\_\_\_

LIABILITIES

Notes payable to banks \$ \_\_\_\_\_
Notes payable to finance co's \$ \_\_\_\_\_
Real estate indebtedness \$ \_\_\_\_\_
Automobile(s) indebtedness \$ \_\_\_\_\_
Owing on life insurance \$ \_\_\_\_\_
Charge accounts \$ \_\_\_\_\_
Credit Cards \$ \_\_\_\_\_
Taxes payable \$ \_\_\_\_\_
Other liabilities (describe): \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

NET WORTH (total assets minus total liabilities): \$ \_\_\_\_\_

TOTAL INVESTMENT \$ \_\_\_\_\_

I certify that the above information is true and correct and acknowledge receipt of a copy of this profile.

Signature

Date