

# RPM

## SHOP SALES

# FOR SALE



*Disclaimer...Not actual employees.*

Houston area auto repair shop. Specialty shop with loyal customer base. Well established with a great reputation. Financing is in place and ready to go.

### Presented for sale by:

Bryan Baese  
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### What the numbers look like:

Sale Price:	\$650,000
Cash Flow:	\$228,000
Asset Value:	\$50,000
Down Payment:	\$150,000

While believed to be accurate, the information presented above has not been verified. Final responsibility for verification rests with the Buyer. Broker takes no responsibility.

# Non-Disclosure Agreement RPM Shop Sales LLC – Broker

1. The term “Broker” is used within this document to mean Business Broker. It does not mean Real Estate Broker. RPM Shop Sales is primarily a Business Broker. Bryan Baese is a licensed real estate agent in the State of Texas and will act as such in conjunction with certain transactions. **In Plain English: Bryan Baese is Business Broker and Real Estate Agent. He is not a Real Estate Broker.**

2. The Broker may provide to the Buyer certain financial, and/or business related information (collectively the “Information”) regarding an automotive repair business (referred to as the “Company”) to facilitate an evaluation by the Buyer. The Buyer acknowledges that the information is highly confidential and proprietary to the Company. The Recipient shall not at any time, furnish, copy, reproduce or distribute, in whole or in part, directly or indirectly, the Information to anyone, except Recipient’s financial advisors and investors, who may be furnished with the information for the sole purpose of advising the Recipient as to the structure of any proposed purchase of the Company. The Recipient will keep permanently confidential the Information and will use the Information only for the purpose set forth above. The Recipient shall not contact the company to discuss the sale or purchase of the Company or the Information without prior written consent of the Broker. Further, the Recipient shall not contact the Company’s employees, customers, vendors, landlord, or any person or entity affiliated with the Company. **In Plain English: Discretion is important. The buyer has to keep everything to himself.**

3. The Recipient hereby indemnifies and holds harmless the Broker, and its agents, representatives, employees and attorneys, from and against any and all claims, liabilities, actions, causes of action and damages, arising from or relating to any injury or loss arising out of, from, or attributed to the transactions or matters subject hereof, of the actions, omissions, wrongful conduct or other breach of this Non-Disclosure Agreement by Recipient, which indemnification shall include, without limitation, reimbursement of attorney’s fees and expenses incurred by the Broker in connection herewith. The Information is believed to be accurate, but is subject to change, error, or withdrawal without notice. The Company and the Broker expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in the information, or, for omissions from it. The Company reserves the right to require the return of the Information at any time. **In Plain English: It’s up to the buyer to verify everything. If something goes wrong you can’t sue the broker.**

4. The Buyer acknowledges that the purpose of this non-disclosure agreement is to facilitate the flow of information between Buyer and Broker. It is intended as a blanket non-disclosure agreement concerning any Companies that the Buyer and Broker may discuss. Emails or text messages sent by Broker concerning any Company will attach this Non-Disclosure Agreement to that specific company. **In Plain English: This Non-Disclosure covers every business that we talk about.**

5. Should Recipient enter into an agreement for the purchase of the Company, said agreement will contain a provision wherein the parties acknowledge that the Broker is the procuring cause of such agreement and the Broker is entitled to a broker’s commission in the amount of 10% of the sales price. **In Plain English: If the buyer makes an offer on the business, the industry standard commission of 10% needs to be included.**

6. Should Recipient enter into an agreement for the purchase or lease of the real estate associated with the Company, said agreement will contain a provision wherein the parties thereto acknowledge that the Broker is the procuring cause of such agreement and the Broker is entitled to a broker’s commission equal to 6% of the sales price or total lease amount for the term of the lease. **In Plain English: If the buyer makes an offer to buy or lease the property, the industry standard commission of 6% needs to be included.**

7. This Agreement contains the entire agreement between parties. If one or more of the provisions contained herein shall be held to be invalid, illegal or unenforceable, the balance of this Agreement shall remain in full force and effect. This Agreement shall be binding upon the parties’ successors and assigns. This Agreement may not be assigned by the Recipient. No ambiguity herein shall be resolved presumptively against any party. This Agreement shall be governed in accordance with the laws of the State of Texas, and the obligations of the parties are performable in Comal County, Texas, where venue shall lie for any actions brought hereunder.

**RECIPIENT:**

\_\_\_\_\_  
Print Name / Company Name if Applicable

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Amount Available for Purchase / Down Payment