

Small Business Productivity Studies

Professional Business Sales Package - Agreement For Services:

The information below will summarize our very popular "For Sale By Owner" Business Package. We offer this unique service to all 50 states.

In consideration of the mutual covenants and promises contained herein, and for good and valuable consideration, the parties hereby agree as follows:

I. Project Responsibilities and Obligations

Consultant will develop for Client implementation, a customized program to sell the client's business in a timely manner and at a fair market price without the services or cost of a business broker and saving the business brokerage fee of 10% to 15% of the sales price. ***If your business is sold for \$100,000, this program will save you \$10,000 to \$15,000.*** This custom Business By-Owner Sales Package shall consist of:

Business Appraisal & Comprehensive Financial Analysis (27+/- page bound report, The backbone of your sales effort and will make your sales effort easier and close the sale faster) The Appraisal tells the buyer what it is worth and the Financial Analysis tells the business buyer what the financial health of the business is. Two pressing questions answered by a disinterested professional 3d party.

- 1) **Productivity Study** to show your buyers how efficient the business is operating - efficiency is profit
- 2) How & where to advertise your business for sale
- 3) Sample sales brochure featuring your business for Buyers
- 4) Steps to the Sale
- 5) Qualifying your buyer - Forms & Know How
- 6) Financial Calculator program - figure loan payments, loan balances, investment balances based on variables you input
- 7) Buyer Personal Financial Statement in Excel Spreadsheet
- 8) Authorization to run Buyers Credit
- 9) Tips on reading your buyers credit report & what the scores mean
- 10) How to safeguard yourself through the transaction
- 11) Sample UCC-1 forms
- 12) 3-Reusable Blank Sales Contracts styles to choose from
- 13) Blank sales Counter-Offer Contracts
- 14) Amortization Schedules ready for your data
- 15) Business Land Contract Form ready for your data
- 16) Excel spreadsheet to easily structure your sale; cash down, loans, cash flow etc.
- 17) Tips on who should act as your sales closing agent
- 18) SBA loan applications
- 19) Know what buyers want... not as obvious as it sounds
- 20) Who buys businesses and why
- 21) What Sellers should know
- 22) Answers to many seller questions

II. Responsibilities of each party is as follows:

Consultant

Consultant is responsible for analyzing all data presented by Client and developing and presenting the above customized material to the Client, tailored to the uniqueness of Client's business and providing this information in a timely manner, usually within a week. After presentation of the completed material specified above, Consultant shall be available for phone, email, fax and or US mail consultation for a period of 2 hours after the delivery of the above material. Consultation after this period will be available at the rate of \$180.00 per hour. If Client desires a personal visit by Consultant, Client shall be responsible for travel and lodging expenses and the daily rate of \$1,400.00. Typically the two

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hours of included consulting time is quite adequate for the Client to fully implement all the data presented by the Consultant and a field visit by the consultant is rarely needed. **All Client information & data will be held in the strictest confidence.**

Client

Client is responsible for delivering all materials requested by Consultant for the custom assembly of Client's "Business For Sale By Owner Package". Client is further responsible for implementing and paying for all advertising of the business in recommended sites and/or others. Client is also responsible for the printing of all files presented by Consultant. Client is further responsible for timely payment of all invoices present by Consultant.

III. Consideration

A one-time flat fee will be quoted with each proposal.

If Client is billed for any additional services, Client shall pay said billed fee within 5 days of billing invoice date.. If litigation or other action is required to interpret this agreement, Indiana law shall govern & the prevailing party shall be entitled to attorney's fees, court costs & collection fees. If any part of this contract is stricken, the remaining provisions shall remain in effect. Any changes to this agreement must be in writing & signed by all parties

The above is taken from our Small Business Sale By-Owner Agreement.

Once this document has been signed and authorized by Client, it should be faxed to Consultant's office and the original document bearing Client's live signature should be included in the package of materials initially sent to Consultant.

If we can help you buy or sell a business, please call so we can discuss how we might be able to help you. We also have other services such as; appraisal, financial analysis, productivity studies, profit development, loans, small business accounting and income tax preparation.

I hope you found this informative and if we can help you in the future, please contact us. We have been serving clients coast to coast since 1980. Business can be fun and profitable if it's done right.

Sincerely,



Tom Stewart