

SB520

## Agribusiness and Farm Supply with Auto/Truck Parts

A long-established agribusiness supply company is available for acquisition in California's San Joaquin Valley. Owner has decided to retire.

Originally established as a fabrication shop, the company has expanded to include two locations and evolved to become a leading supplier of hardware, farm supplies, auto/truck parts and equipment repair to regional agribusiness and local consumers. The business has grown revenue and profits by focusing efforts on hard good supply and auto/truck parts sales.

New ownership will benefit from the loyal and diversified regional agribusiness customer base as well as local consumer trade. The company serves as an anchor for both communities in which they operate and the unique demographics of the region will allow the business to grow without a foreseeable threat from competition. Improvements in IT will significantly lower operating costs and both facilities are large and will easily accommodate product & service expansion.

Sale price includes all Fixtures & Equipment at both operations. There is considerable yard space at both locations. The Seller owns the Real Estate at both locations and is willing to write a long term lease or negotiate a sale of the Real Estate. This is an organized business with excellent books and records.

PRICE		TERMS	
Asking	\$ 575,000 + inventory	Seller Note	<i>negotiable</i>
Down Payment	\$ <i>negotiable</i>	Term	
Real Estate – two locations	\$ Available for lease or purchase	Interest	
Inventory	\$ 525,000 ( <i>not</i> included in price)	Training Included	60 days
Fixtures & Equipment	\$ 175,000 (included in price)	Covenant	Non-compete
OPERATION		REAL ESTATE	
Employees	15 FT / 4 PT	Location # 1	\$ 4000 / month
Working Owners	1 FT	Land	Aprx 34,300 sqft
Payroll/Month	\$ 30,550 / month	Improvements	Aprx 24,900 sqft
Hours	M-F 8-5:30 / Sat 8-3 / Sun 9-1	Parking	Street and Yard
Business Established	Established 1925 / Owned Since 1925		
FINANCIAL		REAL ESTATE	
Gross Sales per Month/Year	\$ 222,000 mth / \$2,664,000 yr	Location # 2	\$ 2000 / month
Gross Profit %	31.3 %	Land	Aprx 24,300 sqft
SDE* per Month/Year	\$ 25,425 mnth / \$ 305,100 yr	Improvements	Aprx 12,900 sqft
*SDE =	<i>Sellers Discretionary Earnings</i>	Parking	Street and Yard

### For further information, please contact:

Eric Nielsen at Sunbelt Greater Bay Area Main (408) 436-1900 x110 Direct (408) 594-1525 [enielsen@sunbeltbayarea.net](mailto:enielsen@sunbeltbayarea.net)  
[www.sunbeltbayarea.net](http://www.sunbeltbayarea.net)

*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 Advisors (“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: SB520 Agribusiness Supply, Auto Parts, Equipment Repair

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

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

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

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

**Agent for SUNBELT BUSINESS ADVISORS: Eric Nielsen**  
**Email: enielsen@sunbeltbayarea.net Phone: 408-436-1900x110 Fax: 408-436-1996**  
**www.sunbeltbayarea.net**

# 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 IS 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 this transaction.

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.

Unless the potential buyer discloses to Sunbelt at this time that they are currently represented by a broker, the potential buyer acknowledges that they are not represented by another broker and that Sunbelt will be acting as a dual agent. Buyer retains the right to their own representation; however, by signing, they recognize that Sunbelt is not under compulsion or responsible to co-broke, once signed.

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

BUYER/SELLER \_\_\_\_\_ Date \_\_\_\_\_  
BUYER/SELLER \_\_\_\_\_ Date \_\_\_\_\_  
BUSINESS BROKER \_\_\_\_\_ Date \_\_\_\_\_

Sunbelt • Business Sales & Acquisitions

2001 Gateway Place, Suite 230E • San Jose, California 95110 • 408-436-1900 • [www.sunbeltbayarea.net](http://www.sunbeltbayarea.net)

# Buyer Profile



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

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:

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

\_\_\_\_\_  
\_\_\_\_\_

## Buyer Financial Information



**FINANCIAL INFORMATION:** \_\_\_\_\_ (Please attach prepared financial statement, if available)  
(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): \$ \_\_\_\_\_  
Total: \$ \_\_\_\_\_

#### 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: \$ \_\_\_\_\_

**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**