

Attractive Los Gatos Salon



This is an excellent opportunity for an Entrepreneur or Stylist who wants to run their own operation. The Salon is well known and located adjacent to upscale shopping and restaurants on a main street in the affluent community of Los Gatos. The parking is excellent and signage is good. The owner currently runs the business part-time and is motivated by plans to move from the area.

The owner has invested in recent upgrades. The salon is bright and energetic with abundant natural light providing an excellent working environment. Eleven fully equipped styling stations are partially staffed and rented from the owner on a weekly basis. A small inventory provides clientele with quality hair care products and the stylists and owner with additional revenue and profits. Sale includes all necessary operating permits from the Town of Los Gatos. New permits are currently under moratorium and unavailable.

A full time owner operator could realize the full potential of this operation by renting additional stations full time and increasing product sales. New owner could keep one station, work selected hours for preferred clientele and add styling income to the cash flow earned from 10 station rentals. Additional payroll savings could be realized for the owner operator working full time. The business model is very simple. The owner simply collects rents, pays the bills and banks the profits.

PRICE		LEASE	
Asking	\$ 95,000	Base Rent	\$ 3,750 / month
Down Payment	negotiable	NNN	\$ 70 / month
Inventory Included	\$ 1,000	Expiration	May 31 st 2016
Fixtures & Equipment	All included	Option	10 year
Training Included	2 weeks on site / 20 hours per week	Security Deposit	\$ 3,750
OPERATION		TERMS	
Employees	1 Reception part time	Note	negotiable
Working Owners	1	Term	
Payroll/Month	\$ 1,600 / month	Interest	
Hours	10 am – 8 pm Tuesday - Saturday	Payment	
Business Established	2006	Non-compete	2 years / 100 miles
FINANCIAL		FACILITIES	
Rents / Year (projected)	\$ 162,500 *	Size	1200 sq ft +/-
Expenses / Year (projected)	\$ 82,000 **	Type	Downtown Retail
SDE / Year (projected)	\$ 80,500	Parking	Public Lot & Street
SDE =	<i>Sellers Discretionary Earnings</i>	Business Owned Since	2006

* Projected Revenues based on 10 chairs rented @ \$325 / week 50 weeks / year

** Expenses based on historical data for 2009

CONTACT YOUR BROKER FOR FURTHER INFORMATION

Listing Broker: Eric Nielsen (408) 408-594-1525 enielsen@sunbeltbayarea.net

DISCLAIMER: Information has been provided by the Seller(s). Broker has not verified this information and makes no representation as to its accuracy. Prospective Buyers(s) should rely upon their own verification and that of their financial and legal advisors of this information.



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: SB567 Los Gatos Salon

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): \$ _____

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