



## **AUTHORIZATION TO OPEN ESCROW AND PROCEED WITH TRANSACTION**

On this date; \_\_\_\_\_, after reviewing all the books and records and condition of the business and or the real property, which is commonly known as, \_\_\_\_\_, both Buyer and Seller instruct the respective agent/s and or the broker of Liberty Business Advisors of San Francisco Inc.; and the designated escrow company to open the escrow and proceed with customary procedure of escrow per following terms and conditions;

### **1-Parties to escrow;**

Buyer/s and Seller/s mutually agreed and understand that in addition to Buyer and Seller, Liberty Business Advisors of San Francisco Inc. as a broker and agent of Seller has vested interest in this escrow for his agreed commission per Seller and broker representation agreement, which states that commission is negotiable at ten percent of the total purchase price with minimum fee of \$10,000.00 therefore no money will be disburse to Buyer or Seller, and escrow will not be closed or cancel unless full broker commission be disburse at the same time.

### **2-Instruction to escrow;**

All instruction to escrow will be communicated via respective broker/agent of Liberty Business Advisors of San Francisco Inc. who is acting as an agent for the Seller and no other instruction will be accepted from Buyer or Seller directly unless mutually agreed by all parties (Buyer, Seller and agent/broker).

### **3-Validity of books and records;**

a) Buyer agrees and acknowledges that he had sufficient enough time to do his own due diligences and all books and records including but not limited to any financial statements, tax return, account payable, account receivable, trade secret, customer list, any and all business data, inventories, rental income and etc. which released Buyer are based on past and current status of the business without any verification done by respective agent as an accuracy or completeness of the information.

Such statement is not Guarantee of future performance, revenue, income and or profit of this business or real property at all.

In addition, Buyer agrees and understands that there are a lot of factors that may affect future profitability and may cause the income and profit to increase or decrease according to economic condition and management skill and knowledge of the operator.

**It is the sole responsibility of the Buyer to review and investigate the accuracy of financial information and understand the fundamental of the business or the real property before purchasing the business or investing in any property.**

The Goodwill, Cash flow and steady income of the above property is the direct result of dedication from its staff, management and owner experience and consistency of the service, therefore the Buyer agrees & acknowledges that he is buying the business and or the real property solely relying on his own investigation and in case of any dispute Buyer would look into his own due diligence and will hold Liberty Business Advisors of San Francisco and respective agent harmless

and indemnify them against any dispute which may arise from the information which he has receive from Seller via seller's agent.

In addition Buyer acknowledges that the agent has acted as conduit by providing any and all the information to Buyer of the business or property. Any other profit or income that which Seller claims other than the one shown on seller's tax return or financial documents are seller's claim and Buyer need to verify all that on his own. And at no time the agent claims to have enough expertise to explain any of the financial information and Buyer needs to seek professional advice as how to read and understand the information.

b) Seller acknowledges that Buyer is relying on the information which was provided to him by Seller or Seller agent on behalf of the Seller, therefore, Seller warrant and represent that he is the party responsible for providing the information, their accuracy and completeness and can defend each and every claims as income and expenses that he shows to Buyer either base on his books and records or observation of the business. Seller acknowledge that Liberty Business Advisors of San Francisco Inc. and respective agent/s are acting as Seller agent and as an agent, they deliver all the information that Seller provide to the Buyer, therefore Seller agrees to defend and indemnify liberty business advisors against any and all dispute which may arise from completing this transaction.

**4- Escrow fees;**

Both patties Buyer and Seller agree and acknowledge that there is a cost to open an escrow and each party must pay their own share of their escrow fee per agreed terms in the purchase contract, however if by any chance this escrow does not be completed both parties agreed and instruct the escrow company to deduct the escrow fee in addition to other customary expenses from the earnest money deposit and return the rest to the proper patties per escrow instruction which will be provided by Liberty Business Advisors of san Francisco Inc.

**5- Commission to Broker;**

Both parties' Buyer and Seller agree and acknowledge that the job of the broker is to bring ready, willing Buyer to buy the business per agreed terms and conditions in the purchase agreement. Thus if for any reason Seller could not deliver clear title to Buyer or fail to perform per agreed terms of purchase agreement, or if Buyer cancels the transaction without any good and substantial valid reason, broker is entitle to receive his commission from the earnest money deposit. Therefore, parties, Buyer and Seller give irrevocable instruction to escrow to release the full commission amount to respective broker/agent from the money, which escrow holds without requirement of further instruction from either party. Both Buyer and Seller will solely look into each other for their damages and hold Liberty Business Advisors of San Francisco Inc. broker/ agent and designated escrow company harmless and indemnify them in case of any dispute, which may arise from cancelation of this escrow.

_____ Buyer	_____ Date	_____ Signature	_____ Seller	_____ Date	_____ Signature
_____ Buyer	_____ Date	_____ Signature	_____ Seller	_____ Date	_____ Signature

Liberty Business Advisors of San Francisco, Inc. Agent: \_\_\_\_\_