



BUSINESS FOR SALE BY OWNER
Marketing Support Services

“Sell-It-For-Yourself but NOT By Yourself”™

from
Tim Cunha, J.D.

*Experienced as a business broker, M&A counselor,
attorney, serial entrepreneur, marketeer, university (MBA) professor*



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BUSINESS FOR SALE BY OWNER

Marketing Support Services

Use our “sell-it-for-yourself” support services
to sell *your* business.

Not sure it’s right for you?

Call us for a free, no obligation phone consultation.

877.242.3388

We at **BizFSBO™** provide you marketing and advertising services based on our experience and expertise in the business sales intermediary profession. We prepare your business for a successful sale, assess its market value, “package” the business, place and manage the advertising, forward prospective buyer responses, and provide resources for you to present your business “for sale by owner.”

To sell your business successfully requires many critical steps that traditionally a business broker takes on behalf of you, the owner/seller. ...

- The business financials need to be professionally evaluated according to generally accepted principles.
- The seller’s discretionary earnings (“SDE”) need to be established fully and objectively.
- The value proposition must be presented in a manner that a prospective buyer will find plausible and reasonable.
- The appropriate “listing” or “asking” price needs to be established based upon current market conditions, comparable sales of similar businesses (“comps”), expected buyer profile, anticipated financing needs, etc.
- Key facts about the business need to be assembled and assessed regarding its products/services, facilities, employees, suppliers, customers, finances, operations/production procedures, marketing, sales, distribution, etc.
- Relevant and material facts must be disclosed.
- Assets, both tangible and intangible, must be itemized, categorized, and evaluated.
- The potential of the business to be sustainable, scalable, and prosperous in the future needs to be quantified.

And, all this then needs to be presented in the most favorable light. ...

Ad copy must be professionally written to attract interest without revealing the identity of the business, to maintain critical confidentiality. (Confidentiality is essential to keep employees, suppliers, customers, and competitors from learning about the potential sale of the business, which could dramatically diminish the business value to a buyer.) The business opportunity must be broadly advertised through media proven to be prime conduits for successful business sales. Then, after receiving an executed NDA (confidentiality agreement), a compelling “story” needs to be presented to the prospective buyer, in the form of a comprehensive professional Prospectus.



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You CAN do all this by yourself. ...

You can determine what data you need to assemble, what form it needs to be in, what changes you need to make to make your business more attractive, more “sellable.”

You can “recast” your financial statements to reflect the true value of your business and the actual “SDE” (Seller’s Discretionary Earnings) in a manner generally accepted by valuation and financial experts.

You can research the market value metrics for your type of business, analyze your business, determine a reasonable valuation.

You can prepare & write all the advertising material, place & manage ads, substantiate your valuation.

You can field all the phone calls and emails yourself.

You can try to maintain confidentiality until you have a signed NDA.

But, at what cost?

Your attention will be shifted from *running* your business to *selling* your business.

Sales will suffer, as will profits—your business will become less valuable.

You will lose precious time while you “learn on the job.”

You will waste money and energy and opportunity just to save a few dollars. ...

While you are an expert at *running* your business, you are not an expert at *selling* it. We are.

Of course, you can instead hire a full-service broker on a commission basis. But, typically, you will be paying at least 10% to 12%, with a minimum of \$12,000 to \$20,000. That *might* be the right decision for your small business; but, often using our services for all the “back office” work just may make a lot more sense. It certainly makes more sense than a “flying blind” do-it-yourself-by-yourself-approach.

With this service, we do not act as your agent or broker. We provide marketing, advertising, and sales support. We never directly interact with the buyer. Rather, we gather all the contact information from prospective buyers, obtain the NDA, and turn the contact over to you. You then contact the buyer, and, if you want to proceed, you provide them the Prospectus (that we prepare for you), introduce them to the business, and negotiate price and terms. Then you come back to our site, use our forms to prepare a contract (which you should always have your attorney review), obtain the buyer’s signature, and engage a local escrow agent to handle the Closing.

The choice is clear. ...

~ Using a traditional business broker, you will commit to a 12-month exclusive listing agreement, pay 10% to 12% of the sale price, with a minimum payment of \$12,000 to \$20,000, and have no control over the advertising and no direct access to your inquiring buyers.

OR

~ **With our “sell-it-for-yourself but not by yourself”™ BizFSBO™ support services, you pay us only a fraction of that amount as a fixed, reasonable fee for specific services.**

And, you are in complete control of your advertising program and see all prospective buyers.

BizFSBO™ Service.....An EvergreenGold® Company

Tim Cunha, J.D., 2225 E. Bayshore, Suite 200, Palo Alto, CA 94030 | +1.650.600.3751 | Email@EvergreenGold.com



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An EvergreenGold® Service

The Complete Premium BizFSBO™ Marketing Service

Value

You get: "The Business Owner's Workbook for Effective Business Valuation & Sale"

\$50.00

YOU provide this input

- Fill-In our Business Data Form & Seller Questionnaire
- Fill-In our Seller Disclosure Form
- Fill in our List of Assets – Tangible (furniture, fixtures, and equipment/"FF&E") & Intangible
- Fill-In our SDE "Add-Back" Schedule
- Provide your P&Ls & other financial documents

We provide you with ...

Your custom Market Value Assessment Estimate

\$995.00

- A Market Assessment & Our Suggested Listing Price Range
- Introductory half-hour consultation with one of our marketing experts.

Marketing Materials & Services

\$1,900.00

- "Re-Cast" Financials with Seller's Discretionary Earnings ("SDE") Calculation
- Professionally-written Advertising Copy
- Professionally-prepared Business Prospectus/Profile/Confidential Business Review ("CBR") — SDE, Recast Financials, FF&E, In-depth Description, Transaction Details, Disclosures, etc.
- Contract Form Templates

National/International Advertising Placement Services

\$1,600.00

- Under our guidance, you set up an advertising account on some or all of the various websites we support (and you control directly what and how you pay for advertising):
BizBen.com, DealStream.com, BizBuySell.com, BizQuest.com, BusinessBroker.net, BusinessesForSale.com, etc.
- Periodically refresh ads as optimal for each site, once per month for up to 6 months.

Professional Response Management™ - for up to 6 months

\$1,500.00

- Toll-Free Call-in number to maintain confidentiality
- Professional 24/7/365 "live" service to take messages from buyers' calls
- "Blind" email address to maintain confidentiality
- Automatically respond to emails from buyers acknowledging receipt
- Automatically obtain NDA confidentiality agreement consents
- Automatically forward ALL buyer contacts to you

Total Value

\$5995.00

Save \$3,000 (50%) on The Complete Premium Suite

ALL THE CUSTOM VALUATION & MARKETING SERVICES FOR JUST \$2,995



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Purchase Order, Agreement, and Terms of Service

I want the **BizFSBO™ Complete Premium Suite of Marketing Services** for a One-Time Fee of **\$2,999.00**

Please invoice me for **\$2,995.00** and provide your information for me to pay by wire transfer or by Zelle.

Business Name | Fictitious Name | "dba": _____

Seller/Owner (Sole Proprietor Name "You" or Corporation/LLC): "Customer" | "Seller"
 Sub-S Corp | LLC | C-Corp | Partnership | Sole Proprietor

Principal's Name (owner, officer, authorized rep): _____ ("I")

Signature: _____ Date: _____

Business Address: _____
STREET

CITY STATE ZIP/POSTAL CODE COUNTRY

Phone #: (_____) _____ - _____ Email Address: _____

I, the owner, officer, or authorized representative of this Business (& its corporate Owner, if applicable), hereby place this PURCHASE ORDER for the advertising & marketing services indicated herein as described on the four pages above & the one page following, according to all the terms & conditions within these total of six pages (this page plus the other five), including the terms regarding "NO WARRANTIES" & "LIMITATION OF LIABILITY," & the "IMPORTANT NOTES, LEGAL TERMS, & CONDITIONS OF USE" on the following page. I agree to pay BizFSBO™ Advisor Tim Cunha ("Provider") in advance for the services to be provided. I understand & agree to all the terms & conditions set forth in these six pages, including but not limited to (1) there is no guarantee or warranty that these marketing and advertising services will be effective or will produce results, (2) there is no guarantee or warranty that the business will be sold, (3) Provider is not acting as a broker, attorney, accountant, or tax advisor, (4) this Purchase Order and Agreement is governed by & subject to the laws & exclusive jurisdiction of the State of California with venue in Santa Clara County, (5) any dispute hereunder must be settled by binding arbitration through the American Arbitration Association ("AAA") under the AAA's standard rules and procedures with venue in Santa Clara County, California, & (6) under no circumstances shall Provider's liability hereunder for any cause or reason exceed the amount I have paid to Provider for services. I authorize Provider and Provider's affiliates & marketing partners to notify me by post, by text, & by email of other offers, products, & services. CHARGE & CANCELLATION POLICY: Once I have paid for a Service or Service Package, the fee is non-refundable, even if the business is not sold or taken off the market.



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About Tim Cunha, J.D. ~

Tim Cunha, J.D., is a graduate of Rutgers University and Georgetown University Law Center, and has over 40 years of management, marketing, business development, and business transition experience, as well as being a serial entrepreneur and a university professor and, for several decades, practicing law in New Jersey. Now living in California, he is a licensed real estate broker and business development advisor, specializing in business sales, mergers, and acquisitions, as well as serving as a senior lecturer on a prestigious MBA graduate school faculty.

IMPORTANT NOTES, LEGAL TERMS, & CONDITIONS OF USE:

Definitions: "We," "Us," "Our," and "Provider" refer to **BizFSBO™** Advisor Tim Cunha, & as the case may be his agents, employees, & representatives. "You," "Customer," and "Seller" refer to the person and/or the entity ordering and/or paying for the services and/or products.

When You contract to use our services and purchase our products,

- (1) You represent that you are an experienced business owner/manager;
- (2) You agree, on behalf of yourself and your business entity, to be bound by and subject to these terms, conditions, and premises, and by our **BizFSBO™ GENERAL TERMS OF SERVICE** as may be set forth on our web site at <http://www.EvergreenGold.com>, as they may now read and as they may from time-to-time be unilaterally and summarily changed by us; and,
- (3) You represent & warrant that the information you provide about your Business is accurate & complete and is not false or misleading.

We do not independently investigate, audit, or verify any information provided by business owners in their advertisements. We are a professional online business-for-sale-by-owner marketing and advertising service that is used by sellers to enhance their exposure to qualified buyers and reduce their overall cost of selling their business.

The fees paid for these marketing and advertising services are non-refundable.

We do not charge you a fee when you sell your business. None of our fees are contingent upon sale.

You keep all the money when you sell your business successfully, and you pay us nothing as a result of the sale.

We do not provide brokering, legal, financial, accounting, investment, or tax services. Sellers (You) should consult with appropriate professionals (e.g., attorney, CPA) for legal, financial, and/or tax advice.

Any opinion of valuation is solely for the owner/seller of a business for establishing an asking price and such an opinion is based on the data provided to us by the owner/seller and upon generally accepted metrics of business valuation. We do not represent or warrant or guarantee that the owner/seller will be able to sell a business for the value set forth in our opinion, nor that a bank or other lender or potential purchaser will agree with our market valuation.

With this service, we do not act as a business broker. We do not represent nor act as the agent of the buyer or the seller.

We manage advertising services only; we do not individually represent business data to prospective buyers. We do not negotiate with any prospective buyers. With prospective buyers we provide only an answering and message forwarding service for You, the seller.

NO WARRANTIES. There is no guarantee or warranty or representation that these marketing and advertising services and products will be effective or will produce results, or that the business will be sold. **WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO OUR PRODUCTS AND SERVICES. THE SERVICES AND PRODUCTS ARE RENDERED ON AN "AS IS" BASIS. WE DISCLAIM ALL SUCH WARRANTIES, INCLUDED BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT OR PROMISE THAT THE SERVICES OR PRODUCTS WILL BE ERROR-FREE.**

LIMITATION OF LIABILITY. WE SHALL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, WHETHER ARISING IN CONTRACT OR IN TORT IN CONNECTION WITH THE SERVICES ORDERED AND/OR PERFORMED AND PRODUCTS PRODUCED UNDER THIS AGREEMENT. OUR LIABILITY WITH RESPECT TO THIS AGREEMENT, IF ANY, FROM ALL CAUSES OF ACTION IN THE AGGREGATE, SHALL NOT EXCEED THE AMOUNT PAID BY YOU (the Customer) TO US.