

9130 Galleria Court ● Naples, Florida 34109 Phone (239) 250-3133 FAX 1-(866) 848-5898

www.SAGEFLA.com

BUSINESS for SALE FINE DINING
RESTAURANT
on the GULF of MEXICO

AFLBB#: 9400771



DESCRIPTION:

Established fine dining restaurant across the street from the Gulf of Mexico. Serving gourment meals to upscale, recession-proof client list. Mint condition, nothing grandfathered in, fully handicap accessible, all 100s on inspections. Lower than average monthly overhead. Modern kitchen with state-of-the-art equipment(induction cooktops, sous vide, convection oven) allows versatility and low insurance. Upscale condo building means no late hours-make money and have a life! Income is for 3 hours open to the public, 8 months per year. Possibility to double income by extending to year-round and/or adding lunch, continental breakfast and/or bakery. List price includes very upscale client email list, recipes, training and vendors-take the keys and start making money. Seats 48, with outdoor seating facing beach. Watch the sun set on the Gulf. High volume traffic from beach park across the street. Has 2COP beer/wine license, takeaway license, catering license. Well documented financial data. Fully staffed(4). Free training. Color brochure with demographic analysis by e-mail.

FINANCIAL:

	2010 tax return	2009 tax return	2008 tax return	Profits shown based on
Revenues	\$265,999	\$178,739	\$143,146	28 hr/wk, 8 mo/yr
Owner's Renefit:	\$61 291	\$45,360	\$32 364	

Inventory: \$0	
Furniture, Fixtures & Equipment (FFE) \$111	,000 << included in price
Total Assets: \$111	,000 << included in price

GENERAL:

List Price: \$79,000

Down Payment: \$79,000

Building type: Shopping center/condo complex

Square Feet: 1,200 Premises for Sale or Leased ?: leased

Monthly Rent (including CAM and all Taxes): \$3,167

CONTACT:

Dick Naedel

(239) 250-3133

Dick@SAGEFLA.com

IF YOU WOULD LIKE TO RECEIVE MORE DETAILS OR A PROSPECTUS ON THIS BUSINESS INCLUDING FINANCIAL DATA, PHOTOS, etc. BY RETURN E-MAIL—

Please fill-in the Confidentiality Agreement (next page):

- 1 Print name(s) of Prospect(s)
- 2 Signature(s)
- 3 Date signed
- 4 Telephone number (cell phone if preferred)
- 5 Street Address, City, State, Zip
- 6 E-mail address (important)

FAX back to: **1-(866) 848-5898**

(no cover sheet necessary)

TO: Dick Naedel, Business Broker FAX: 1-(866) 848-5898





FLORIDA BUSINESS BROKERS ASSOCIATION STANDARD CONFIDENTIALITY / DISCLOSURE STATEMENT TRANSACTION BROKER

_______and/or assigns, herein known as PROSPECT, acknowledges and agrees that PROSPECT approached **Dick Naedel** of <u>SAGE Commercial Properties & Business Brokerage, Inc., 9130 Galleria Court, Naples, FL 34109</u>, a TRANSACTION BROKER (BROKER), and that BROKER was the first to advise PROSPECT of the availability of and details concerning the following business opportunities and real properties:

LISTING # BUSINESS TYPE BUSINESS DESCRIPTION

9400771 Food Service Fine Dining Restaurant on the Gulf

PROSPECT understands and agrees that all dealings concerning said business opportunity will be handled through BROKER and that BROKER HAS ENTERED INTO AN AGREEMENT FOR PAYMENT OF A COMMISSION WITH THE SELLER. PROSPECT further agrees that information received with respect to the above-mentioned opportunity will be kept in strict confidence, will not be used to compete with the SELLER and that PROSPECT shall not disclose this information to any person, excluding those parties specifically involved in the transaction itself and the PROSPECT'S sole purpose in seeking information about the business is to purchase a business. In the event that PROSPECT violates this confidentiality covenant or any other covenant herein with respect to SELLER, then BROKER, Listing BROKER and SELLER shall be entitled to all remedies provided by law, including but not limited to injunctive relief and damages. The same remedies shall be afforded and available to the BROKER in the event that the PROSPECT and/or the SELLER circumvent the BROKER BROKER shall be deemed to include all and any other BROKERS with whom BROKER is co-operating.

All data on business opportunities are provided for information purposes only. No representation is made by BROKER as to the accuracy of the data provided. BROKER encourages PROSPECT to thoroughly review and independently verify to PROSPECT'S own satisfaction that the data provided are substantially representative of the business activity of the SELLER and can be relied upon when considering the purchase of said business opportunity of SELLER. PROSPECT acknowledges that PROSPECT has been advised to seek the independent counsel of an attorney and/or an accountant to verify the information supplied to BROKER by SELLER and to examine any and all applicable documentation relevant to the transaction.

In the event that PROSPECT discloses the availability of said designated business opportunity of SELLER to any third party and this third party purchases the business without the BROKER, then PROSPECT, in addition to the remedies specified herein above, will also be responsible for the payment of BROKER'S compensation which would have been payable on the listed selling price or minimum compensation, whichever is greater.

PROSPECT agrees that he will not within two years from this date deal directly or indirectly with the SELLER without the BROKER'S written consent and should the PROSPECT do so directly or indirectly and a sale, management agreement, lease or other financial arrangement, including leasing the SELLER'S premises from the SELLER or Landlord is consummated, the PROSPECT shall be liable for all and any damages which the BROKER may suffer, including but not limited to the compensation which would have been payable on the listed selling price or minimum compensation, whichever is greater and PROSPECT further agrees in terms of Section 475.42(1)(j) of the Florida Statutes, the BROKER at BUYER'S expense shall have the right to place any appropriate lien and encumbrance on the business and real estate or both, necessary to collect any compensation and this shall be the necessary authorization and consent as is required by the Statute. BUYER further grants BROKER a security interest under the FLORIDA UNIFORM COMMERCIAL CODE in and to all furniture, fixtures, inventory, accounts receivable and general tangibles of the BUSINESS as security for such commissions due in the future arising out of any options which a BUYER may subsequently exercise and authorizes BROKER to file this Agreement as a financing statement to perfect such security interest. For the purpose hereof the prospect shall include any corporation, which the BUYER may use to purchase the said business.

This Contract shall be governed by the laws of the State of Florida and the parties and the Broker specifically agree as a matter of substance and express their intention to submit any controversy or claim arising out of or relating to this contract, or the breach thereof, to resolution by taking any controversy or claim to a Court of Competent Jurisdiction and to file a suit at law and/or in equity. The parties agree that jurisdiction and venue with venue for the entry of judgment upon said judgment shall be in Collier County, Florida. The court is directed to award the expenses of the lawsuit, all reasonable attorney's fees and costs, to the prevailing party in the lawsuit. No action shall be entertained if filed more than two years subsequent to the date the cause (s) of action actually occurred regardless of whether damages were otherwise as of said time calculable. The Broker shall be entitled to all information and copies of all documents relating to the lawsuit from the parties. In any event the Broker shall be entitled to a copy of all filings, pleadings and rulings within 5 days after such papers are issued.

The SELLER is the intended beneficiary of all covenants of Prospect, which benefit the SELLER, including without limitation, the covenants concerning the use of information disclosed to Prospect, and may bring an appropriate action to enforce such covenants. The Prospect acknowledges receiving a copy of this document. An electronic transmission of this document and any signatures shall be considered for all purposes as originals.

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PROSPECT (1) [Signature]	I	DATE	PROSPECT (1)	[Signature]		DATE
TELEPHONE NUMBER			TELEPHONE NU	MBER		
STREET			STREET			
CITY 6	STATE	ZIP	CITY		STATE	ZIP
E-MAIL			E-MAIL			

Broker: SAGE Commercial Properties & Business Brokerage, Inc. ● 9130 Galleria Court ● Naples, FL 34109 Phone: (239) 250-3133 FAX: 1-(866) 848-5898 Agent Sending: Dick Naedel