



# Murphy Business & Financial Corporation

13760 Noel Rd. #325

Dallas, Texas 75240

Phone: 214-751-3900 Fax: 214-751-3931

(HEREIN REFERRED TO AS CONSULTANT)

## CLIENT REQUEST APPLICATION

Client:		Title:
Business:		TAX ID:
Address:		Phone:
City:		Fax:
State:	ZIP:	E-MAIL:
Other:		

### SERVICES REQUESTED

### AMOUNT

Prepare a comprehensive presentation of company which includes:	
<input type="checkbox"/> Certified Appraisal of Business or <input type="checkbox"/> Brokers Opinion of Value	
<input type="checkbox"/> Market Analysis of Competition	
<input type="checkbox"/> Confidential Business Outline for Internet	
<input type="checkbox"/> Confidential Memorandum (comprehensive overview of business)	
<input type="checkbox"/> Initial Marketing Campaign	
<input type="checkbox"/> Other-	
<b>TOTAL:</b>	<b>\$</b>

### OFFICE USE ONLY:

SEE IMPORTANT NOTICE  
ON THE REVERSE SIDE:  
CLIENT AGREES TO THE TERMS AND  
CONDITIONS BY SIGNING THIS REQUEST.

\_\_\_\_\_  
CLIENT / APPLICANT SIGNATURE

\_\_\_\_\_  
CLIENT / APPLICANT SIGNATURE

DATE \_\_\_\_\_

\_\_\_\_\_  
CONSULTANT

## IMPORTANT NOTICE

### ENGAGEMENT - DISCLOSURE - COMPLIANCE - TERMS AND CONDITIONS

(1) **ENGAGEMENT AUTHORIZATION:** Client hereby engages Consultant to deliver requested services and to act as Client's representative. For the purpose of providing service as herein requested, Client hereby specifically authorizes Consultant to retain the services of professionals in Client's behalf at the expense of Consultant, unless otherwise expressly provided for.

(2) Information provided to or conveyed unto Consultant by Client shall be received as confidential, except when such service requires the attention or work product of outside resources retained by Consultant to assist in or to perform the service requested; In this event, such information provided by Client may be shared with such outside resources to effectively carry out Client's request. To this end Consultant can not guarantee absolute confidentiality.

(3) Failure on the part of Client to provide all required information within 90 days from the date of Client request, shall cause the work product to be completed with the information that has been provided, and upon completion and delivery of the work product, the request for such service shall be deemed as having been completed and satisfied for all purposes.

(4) Requested service shall be delivered on or before 45 days from the date all required information has been delivered to and received by Consultant.

(5) The commencement date for ongoing services shall begin with the date service was initiated on Client's behalf, and end concurrent with the expiration of the applicable period of time such ongoing service was requested.

(6) The business "Valuation Report" will be an evaluation of the business based upon information provided by Client. The accuracy of any conclusions will be supported only by the quality of data provided by Client. Client is required to complete the "Client Profile Form" and submit "Critical Documents" required for the evaluation process of the business. The Valuation Report will be prepared by and represent the opinion of business professional(s) experienced in the sale and transfer of business assets and values.

(7) "Packaging the Business For Sale" is limited to the following: Preparing a business profile, compiling advertising information for Internet, advertising the business on Internet for 90 (ninety) days, receiving and reporting inquiries to Client, providing Client with a Buyer Profile Form, a Buyer Confidentiality Form, and a Offer to Purchase Form. Client agrees to provide all information, and to answer all questions set forth within the "Client Profile Form" with "Critical Documents" attached, and deliver unto Consultant within 30 days from the date of this request; Failure of Client to do so shall cause the time for advertising on Internet to commence on the 1st day immediately following the expiration of such 30 day period.

(8) **Representation(s):** Client agrees that no representations have been made by Consultant, Consultant's employees, agents or representatives, except as herein provided. Client warrants that all information provided in requesting service is true and accurate to the best of Client's knowledge and belief. Client further agrees to save and hold harmless Consultant, and all of those retained as provided for in paragraph (1) above, from any and all losses or damages resulting from material omissions, untrue statements, or the inaccuracy of such information provided by Client.

(9) **Additional Terms and Conditions:** By requesting service as herein provided, Client acknowledges receipt of the "Client Profile Form" and agrees to answer all of the questions, and to attach thereto all requested "Critical Documents" and deliver unto Consultant within the time period herein provided.