

# Commercial Hood & Duct Cleaning Service

Listing #41980266

Asking Price: \$395,000

## Acquisition Highlights:

- Well established business with over 100 active clients.
- Consistent revenues and earnings
- Unique sub-contractor service model
- Clients located in a tight, contiguous area
- Absentee Operated



## Overview

Location:	Connecticut
2 Year Avg. Revenue:	\$253,500
2 Year Avg. SDE*:	\$148,000

*\*SDE (Seller's Discretionary Earnings) is net profit adjusted to reflect owner's salary and benefits.*

This firm offers grease cleaning for restaurants and commercial kitchens and duct cleaning service for commercial buildings in Connecticut. It has been in continuous business since 2015 under the same ownership who now manages it on an absentee basis. The company maintains a recurring revenue stream from 100 active clients. This acquisition is an excellent opportunity for any company in related or similar businesses or individual(s) with good executive business skills that wish to operate their own business.

**Reason for Sale:** The owner absentee operates the business and wishes at this time to divest it. They are willing to stay on to support new owners in a transition period.

**Type of Sale:** This is contemplated as an Asset Sale where all assets of the company will transfer over to the new owner(s) except for any cash on hand and accounts receivable incurred prior to closing. All liabilities and accounts payable incurred prior to closing will remain with the seller.

Interested parties should complete the attached non-disclosure agreement and return it to VR Business Sales via email or fax. Qualified parties will be presented with a detailed confidential business review on the Company.



Please direct any communication to:  
**Jeff Swiggett, CBI, M&AMI**  
**(203) 772-3773 or jeff@vrnutmeg.com**

The Seller or its agents have provided all information contained in this document and while believed to be correct, has not been verified. Accordingly, VR Business Brokers or its affiliates make no representations or warranties as to the accuracy and truthfulness of such information. The recipient hereof acknowledges that VR and its affiliates shall not be held liable for any loss or injury suffered by said recipient in any way connected to the delivery of information given by VR Business Brokers in this document. At all times VR Business Brokers is an agent for the Seller.

## CONFIDENTIALITY AGREEMENT

This confidentiality agreement ("Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2019, between Nutmeg Advisory Partners, LLC d/b/a VR Business Sales ("Nutmeg"), and \_\_\_\_\_ ("Company"), for the benefit of the potential seller(s) that has hired Nutmeg to represent it under listing number \_\_\_\_\_ (the "Client").

### RECITALS:

A. Nutmeg is serving as an agent for Client with respect to the sale of the Client's business. Client is the beneficial owner of valuable information, which is a commercial asset of considerable value and is referred to in this Agreement as Confidential Information, as more fully defined in Section 1.

B. The Company is a business entity or an individual with an interest in purchasing or investing in the Client (a "Potential Transaction").

Therefore, Nutmeg, for itself and the Client, and the Company, do hereby agree as follows:

1. Definition: "Confidential Information" shall mean: (a) any and all information of the Client, whether in written, electronic or oral form, including, without limitation, the existence of discussions regarding a Potential Transaction and the Client's availability for an acquisition; (b) in the event the Company visits any of the offices of the Client or meets with the Client, such information which may come to the Company's knowledge as a result of any such visit or meeting; and (c) any and all proprietary software programs disclosed by the Client.

2. Duty Not To Use Or Disclose: The Company acknowledges and understands that the Confidential Information is confidential and proprietary, that it constitutes trade secrets of the Client, and that it is of great value and importance to the success of the Client's business. The Company shall use the Confidential Information only for the purpose of evaluating the Potential Transaction, and for no other purpose or for its benefit in any other way. The Company agrees to use reasonable efforts (meaning efforts not less than those Company employs to protect its own most confidential and proprietary information, and, in no event, less than the level of protection a reasonable person would provide to such information), to safeguard the Confidential Information, and to prevent the unauthorized, negligent or inadvertent disclosure thereof. The Company shall not, without the prior written approval of Nutmeg or the Client, directly or indirectly, disclose the Confidential Information to any person or business entity except for a limited number of employees, attorneys, accountants and other advisors of the Company, on a need-to-know basis, and who agree to be bound by the terms of this Agreement.

3. Duty To Return Or Destroy: The Company shall, upon written request of Nutmeg or the Client, promptly return to the Client any and all Confidential Information together with any copies or reproductions thereof and destroy any notes, memoranda or other documents concerning the Confidential Information and provide a certificate from an officer of the Company certifying to the Client that all such items have been returned or destroyed.

4. Non-Solicitation, Non-Contact And Communications: The Company agrees that, until the earlier of (a) the consummation of a Potential Transaction by the Company or (b) Client's decision to terminate its efforts to sell, the Company will not initiate or maintain contact with any officer, director, or employee of Client regarding the business, operations, prospects or finances of Client, except with the written consent of Client. The Company further agrees that, unless otherwise directed by Client, all (i) communications regarding a Transaction (ii) requests for additional information or management meetings, and (iii) discussions or questions regarding procedures with respect to a Transaction will be submitted or directed to Nutmeg.

5. No Representations Or Warranties; Ownership: All information is provided by the Client and is not verified by Nutmeg. Neither Nutmeg nor Client makes any representation or warranty, express or implied, regarding such information, and all information is provided "as is." All Information disclosed shall remain the trade secrets and exclusive property of the Client or, as applicable, any third party that owns it and has given the Client rights to it.

6. Non-Circumvention: The Company shall not circumvent or interfere with Nutmeg's contract to sell the Client's business, in the event that the Company does so interfere with Nutmeg's collection of its fee from Seller, and in addition to all other remedies that may exist to Nutmeg's benefit, it shall be liable to Nutmeg in the amount of the fee it that would have otherwise been paid for the Potential Transaction; *provided, however*, if the Company closes the Potential Transaction through the services of Nutmeg, the Company shall not be liable in damages or otherwise to Nutmeg with respect to payment of Nutmeg's fee.

7. Company's Financial Status: The Company shall, upon expressing its intent to purchase the Client's business, provide a financial statement, Company business history, and a personal business history of the key managers of the Company. The Company hereby authorizes Nutmeg and the Client to obtain, through standard reporting agencies, financial and credit information about the Company and its key managers.

8. General: (a) This Agreement shall be governed by the laws of the State of Connecticut, without application of principles of conflicts of laws, (b) the federal and state courts located in the State of Connecticut, County of New Haven, and no other courts, shall be the sole and exclusive jurisdiction and venue for any disputes arising hereunder, (c) this Agreement shall not be assigned without the prior written consent of the non-requesting party, (d) this Agreement shall be binding upon the parties, their successors and permitted assigns, (e) this is the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior oral or written agreements related to the subject matter hereof, (f) this Agreement may not be modified or amended except for the express written agreement signed by the Company on the one hand and Nutmeg and the Client on the other hand, (g) it is expressly agreed that the Client is a third party beneficiary of the protections provided to it and its Confidential Information under this Agreement and shall have the right to enforce this agreement against the Company in accordance with its terms; (h) this Agreement may be signed in counterparts and with facsimile or electronic signatures, all of shall be deemed originals and one and the same document; and (i) this Agreement shall be effective for three years after the date provided in the introductory paragraph.

The parties have executed this Confidentiality Agreement on the date provided in the introductory paragraph.

**NUTMEG BY AND FOR ITSELF  
AND THE CLIENT:**  
NUTMEG ADVISORY PARTNERS, LLC

By: \_\_\_\_\_  
Name: Jeff Swiggett  
Title: Broker  
Address: 941 Grand Avenue  
New Haven, CT 06511  
Telephone: (203) 772-3773  
Fax: (203) 772-3713  
Email: jeffs@vrnewhaven.com  
Listing#: 41980266

**THE COMPANY:**  
\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Liquid Assets for Investment: \_\_\_\_\_

**CONFIDENTIAL BUYER FINANCIAL STATEMENT**

PLEASE NOTE THAT ALL INFORMATION PROVIDED IS HELD IN STRICT CONFIDENCE

**Personal Information:**

Name:	Phone:
Address:	Email:
City/State/Zip Code:	Credit Score:

**Assets:**

Cash on Hand and in Banks	\$
U.S. Government Securities	
Accounts, Loans and Notes Receivable	
Cash Surrender Value Life Insurance	
Value of Businesses Owned	
Other Stocks and Bonds	
Real Estate	
Automobiles- Number ( )	
Household Furnishing and Personal Effects	
Other Assets (itemized)	
<b>Total Assets</b>	<b>\$</b>

**Liabilities and Net Worth:**

Notes Payable	\$
Liens on Real Estate	
Other Liabilities (Itemized)	
<b>Total Liabilities</b>	<b>\$</b>

**Net Worth \$**

**Source of Income:**

Salary	\$
Dividends and Interest	
Bonus and Commissions	
Real Estate Income	
Other Income	
<b>Total Income</b>	<b>\$</b>

The undersigned certifies that this information was provided by him/her and is true and correct.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Home Phone: \_\_\_\_\_