



COMMERCIAL PROPERTIES
&
BUSINESS BROKERAGE

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 gourmet 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 28 hr/wk, 8 mo/yr
Revenues	\$265,999	\$178,739	\$143,146	
Owner's Benefit:	\$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 << includes water, trash collection, pest control

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

1 (print name) and/or assigns, herein known as PROSPECT, acknowledges and agrees that PROSPECT approached Dick Naedel of SAGE Commercial Properties & Business Brokerage, Inc., 9130 Galleria Court, Naples, FL 34109, 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.

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.

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.

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.

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.

2 PROSPECT (1) [Signature] DATE 3

PROSPECT (1) [Signature] DATE

4 TELEPHONE NUMBER

TELEPHONE NUMBER

5 STREET

STREET

CITY STATE ZIP

CITY STATE ZIP

6 E-MAIL

E-MAIL