LAW OFFICES OF
RYAN REIFFERT
PLLC

Business Law, Business Transactions, Estate Planning, and Probate
(210) 817-4388 • info@ryanreiffert.com • ryanreiffert.com

SUBMITTING THIS QUESTIONNAIRE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP

Business Sale / Purchase Questionnaire

Confidential Client Intake — Buying or Selling a Business (M&A;)

How this helps

Whether you are buying or selling, this form gathers the basics so we can advise on structure, risk, and the deal documents efficiently. Buying or selling a business involves real risk that good documentation manages — this is not our first rodeo. Submitting this form does not create an attorney–client relationship.

I am the:

☐ Buyer ☐ Seller ☐ Both / not sure yet

● If you were just served with a lawsuit

Lawsuits have strict, short deadlines (often only a few weeks to respond). **Failure to respond within the timeframe can have disastrous consequences** (for example, *default*). If you have been served with a lawsuit, **please call us immediately at 210-817-4388.**

Please also be aware that booking a consultation **does not count as a response to your lawsuit**. Until we accept you as a client, **it remains your responsibility to timely respond.**

PART 1: ABOUT YOU

Your full name ______________________________

Your company (if buying/selling through an entity)

____

Phone ______________________________

Email ______________________________

Are you signing personally or on behalf of an entity?

____

PART 2: THE BUSINESS BEING SOLD/BOUGHT

Name of the target business

____

Entity type ______________________________

State of formation ______________________________

What the business does

Approx. annual revenue	Approx. annual profit or EBITDA
Number of employees	Year founded

PART 3: DEAL OVERVIEW

Preferred (or proposed) structure:

- ☐ Asset purchase (buy/sell specific assets and assumed liabilities)
- ☐ Equity purchase (buy/sell the ownership of the entity)
- ☐ Merger
- ☐ Not sure — please advise

> **Asset vs. equity — it matters a lot**
> In an **asset** deal the buyer usually picks which assets and liabilities to take, which protects the buyer; in an **equity** deal the buyer steps into the whole entity, history and all. The choice drives tax, liability, and which contracts carry over. We will recommend the structure that protects you.

Expected price or range

How will it be paid? (Check all that apply.)

- ☐ All cash at closing
- ☐ Seller financing (a note)
- ☐ Earnout (price tied to future performance)
- ☐ Buyer stock/equity
- ☐ Escrow or holdback
- ☐ Not sure

Target signing date	Target closing date

Has a letter of intent (LOI) or term sheet been signed? ☐ Yes ☐ No

If yes, please bring a copy.

Is there an exclusivity / no-shop period in place? ☐ Yes ☐ No

PART 4: OTHER PARTIES & ADVISORS

Role	Name	Phone / email
Business broker / banker		
Accountant / CPA		
Lender (if financing)		
Other counsel		

Who is on the other side of this deal? Please give the full legal names of the other party and any affiliates (for our conflicts check):

PART 5: DUE-DILIGENCE FLAGS

Check anything that applies to the business — these are the areas that most often affect a deal:

- ☐ Pending or threatened lawsuits / disputes
- ☐ Significant debt, liens, or personal guarantees
- ☐ Key customer contracts that may need consent to transfer
- ☐ Important intellectual property (brands, software, patents)
- ☐ Real estate owned or leased (assignment/landlord consent)
- ☐ Employees, benefit plans, or union issues
- ☐ Licenses, permits, or regulatory approvals
- ☐ Environmental matters
- ☐ Unpaid or disputed taxes
- ☐ Related-party arrangements

Briefly explain any boxes you checked:

PART 6: YOUR PRIORITIES

For SELLERS:

- ☐ Maximize cash at closing
- ☐ Minimize post-closing liability (reps, escrow, indemnity)
- ☐ Limit any non-compete on me
- ☐ Protect my employees
- ☐ A clean exit (no ongoing role)
- ☐ Stay on to help transition

For BUYERS:

- ☐ Confirm financing
- ☐ Protect against hidden liabilities
- ☐ Retain key employees / customers
- ☐ Secure the IP and brand
- ☐ Non-compete from the seller
- ☐ Smooth transition / training

In your own words, what is most important to you in this deal — and your biggest worry?

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PART 7: CONFIDENTIALITY & ANYTHING ELSE

Is a non-disclosure agreement (NDA) already in place between the parties? ☐ Yes ☐ No

Anything else we should know?

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When you've finished

Please either bring this completed form to your meeting or email it back to us — preferably by replying to the email address you received it from. (Our general info@ryanreiffert.com inbox has heavy spam filtering, so a reply to your original sender is most reliable.)

If you have any questions, you are welcome to bring them to your consultation, call us, or ask by email.

THIS IS AN INTAKE QUESTIONNAIRE ONLY. COMPLETING OR SUBMITTING IT DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP, WHICH BEGINS ONLY WHEN WE SIGN A WRITTEN ENGAGEMENT AGREEMENT. PLEASE DO NOT SEND ANOTHER PARTY'S CONFIDENTIAL INFORMATION UNLESS YOU ARE PERMITTED TO.