

**TEXAS HOLD 'UM - BBF # 88500922  
(Actual Name of Company Withheld)**

**Location:** Clearwater, Florida, Operating in five surrounding Counties

**Industry:** Entertainment and Leisure – Non-Gaming Casino

**Financials:** Asking Price - \$180,000

**Seller Financing:** Seller prefers cash but open to financing.

**Gross Revenue:** \$232,000

**Cash Flow:** \$65,000

**Inventory:** \$30,000 (Included in Asking Price)

**FF&E:** \$9,400 (Included in Asking Price)

**Business Summary:** Texas Hold 'Um Poker is an entertainment company operating in the Central and West Coast of Florida. This is a growing, successful, profitable business experiencing annual revenue growth. Tax returns for 2005 – 2008 reflect consistent profits. However, the company typically receives cash (currency) from its clients for services rendered, legally leveraging the IRS tax code to minimize taxes paid by the Sub "S" corporation. Texas Hold 'Um is a well conceived, mature business model offering upside opportunities for expansion, both geographic and franchising. Revenues generated exclusively from fees paid by owners of nightclubs, private clubs and halls for the services rendered. Texas Hold 'Um maintains ownership of the concept, contractual relationships, non-compete with contractors, computer, proprietary software, tables, chips, cards, etc. Events offered seven days a week, exceeding sixty venues each week. Generally, two games run each night at a venue, beginning around 7:00PM and concluding around midnight. Players often attend multiple games per week at various venues to accumulate points. A uniformed (shirt/logo) Texas Hold 'Um contractor, is responsible for setting up tables, chips, cards, monitoring games, recording winners, collecting fees from client (club owner) and turning in results to one of two regional managers. Multiple tables are set up to accommodate all players attending an event. Players at each table act as dealers of cards. Only chips used – no money allowed to exchange hands anywhere around tables. Sherriff departments of all Counties in which Texas Hold 'Um operates has approved Texas Hold 'Um as a legitimate and legal business, fully compliant with Florida laws. Within a 100-mile radius of Tampa, Florida Texas Hold 'Um dominates this market. Client retention exceeds 90%.

**Year Established:** 2005

**Employees:** 1 full time, 1 part time & 1 contractor for each venue (60 venues each week)

**Relocatable:** Yes

**Facilities:** Operate in 60 venues weekly. Home based, where computer records are located.

**Market Outlook and Competition:** Excellent expansion opportunities, both geographically and the potential franchising. New owners can expand the company geographically or offer franchises.

**About the Sale: Management Training and Support:** 30 Days training at no charge.

**Reason For Selling:** Semi or full retirement. Owner wants to cash out. However, Seller will remain active if Buyer is interested in negotiating an arrangement. Absentee ownership is a possibility and current owner could remain active in managing the business, reporting to an absentee Buyer.

**For more information on this company, go to next page, complete items highlighted in blue in the Business Brokers of Florida Standard Confidentiality / Disclosure Agreement, and Fax to (813) 200-1215.**

**Nelson Consulting will expedite an Executive Summary on this business to your Email address.**

**Note: Seller pays transaction fees, as stated in the Agreement on the following page.**

**BUSINESS BROKERS of FLORIDA**  
**STANDARD CONFIDENTIALITY / DISCLOSURE AGREEMENT**

**Print Legibly, Sign & Fax to (813) 200-1215**

**A FACSIMILE COPY OF THIS DOCUMENT SHALL SERVE AS AN ORIGINAL SIGNATURE FOR ALL PURPOSES.**

**LISTING NUMBER: BBF # 88500922 BUSINESS DESCRIPTION: TEXAS HOLD 'UM**

(Actual name of company withheld)

**Your Name:** \_\_\_\_\_, **Company Name:** \_\_\_\_\_,

**Telephone number:** \_\_\_\_\_, **Fax Number:** \_\_\_\_\_,

**E-Mail Address:** \_\_\_\_\_, **Web Site:** \_\_\_\_\_,

**Mailing Address:** \_\_\_\_\_, herein known as PROSPECT, acknowledges and agrees that PROSPECT approached **NATIONAL BUSINESS SEARCH, INC. (BROKER)**, and that **BROKER** was the first to advise them of the availability and details concerning the following business and/or real property opportunity:

1. PROSPECT understands and agrees that all dealings concerning the opportunity above will be handled through BROKER and that **BROKER has entered into agreements with Sellers for the payment of commissions.** BROKER will furnish to PROSPECT certain proprietary information relating to the various operations, properties, personnel, financial and other matters which are non-public, confidential or proprietary in nature and are hereinafter referred to as "Proprietary Information." The Proprietary Information will be kept confidential and shall not, without the prior written consent of BROKER, be disclosed by PROSPECT or its agents, representatives or employees, in any manner whatsoever, in whole or in part, and shall not be used by PROSPECT, its agents, representatives or employees, other than in connection with the purchase of one of the opportunities described above. PROSPECT shall be fully responsible for any breach of this Agreement by itself, its agents, representatives or employees. The Proprietary Information (including any copies thereof), will be returned to BROKER immediately upon BROKER'S request. PROSPECT agrees that it shall not retain any copies of the Proprietary Information supplied pursuant to the terms and conditions of this Agreement.
2. Any and all information provided to PROSPECT is provided for informational purposes only. BROKER does not make any representations and/or warranties as to the accuracy of the information provided and that PROSPECT is to make his or her own independent evaluation of the opportunities described above. PROSPECT acknowledges that BROKER has advised PROSPECT to seek independent professional advice in the review and evaluation of the information provided and that PROSPECT should seek the advice of an attorney and/or certified public accountant.
3. In the event PROSPECT discloses the availability of said designated opportunities to a third party who purchases a business without BROKER assistance, then PROSPECT, in addition to the remedies specified herein, is also responsible for payment of BROKER'S compensation which would have been paid on the listed selling price or minimum compensation, whichever is greater.
4. For two years from the date of this Agreement, PROSPECT agrees not to deal directly or indirectly with the Seller's of the opportunities listed above without the prior written consent of BROKER. If PROSPECT enters into a sale and/or purchase agreement, a management contract or other financial arrangement with a Seller of an opportunity, including a leasing of the business premises from the Seller or its Landlord is consummated, PROSPECT shall be liable for any and all damages BROKER may suffer, including but not limited to the Seller's commission payable on the sales price or minimum commission due under the Listing Agreement with Seller, whichever is greater and, any commission due on the lease agreement negotiated with the Landlord. PROSPECT agrees and does hereby appoint BROKER its attorney in fact to execute all documents necessary to place a lien on the business assets to collect its compensation, and this Agreement shall be the consent to do so as required by Florida Statute 475.42 .
5. This Contract shall be governed by the laws of the state of Florida. Any breach of this Agreement shall result in the prevailing party being entitled to receive from the other party all of its reasonable attorneys fees, costs, and expenses incurred at both the trial and appellate levels. The parties hereby consent to personal jurisdiction and venue, for any action arising out of a breach or threatened breach of this Agreement in the Circuit Court in and for Pinellas County, Florida. The parties hereby agree that any controversy which may arise under this Agreement would involve complicated and difficult factual and legal issues. Therefore, any action brought by either party, alone or in combination with others, whether arising out of this Agreement or otherwise, shall be determined by a Judge sitting without a jury.
6. 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 a Seller may bring an action to enforce such covenants. PROSPECT represents and warrants to BROKER that PROSPECT does not represent a third party, governmental agency or competitor of the business, nor is PROSPECT employed by a competitor and the sole purpose for receiving any information regarding a business is to purchase said business. PROSPECT acknowledges receiving a copy of this Agreement and a facsimile copy with signatures shall be considered as original.

Prospect Internal Document ID \_\_\_\_\_

**PROSPECT Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

Agent for Selling Broker **BBF-885004 John L Nelson**

**AGENT Signature**

**NATIONAL BUSINESS SEARCH INC**

**6650 SUNSET WAY SUITE 317**

**ST PETE BEACH, FLORIDA 33706 USA**

**Date**

**PHONE : (813) 805-0202**

**FAX : (813) 200-1215**

**EMAIL : John@NelsonConsultingInc.com**

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