



REAL ESTATE BUYER (CONFIDENTIALITY) NON-DISCLOSURE AGREEMENT

This Real Estate Buyer (Confidentiality) Non-Disclosure Agreement (the "Agreement") is made between _____ (the "Seller") and _____ (the "Buyer") and is effective _____. The parties are contemplating a real estate sale for the property located at _____ (the "Property") and in the process, Seller may disclose proprietary and confidential information regarding the Property and the sale. This Agreement is intended to prevent the unauthorized disclosure of Confidential Information. "Confidential Information" is proprietary information disclosed by Seller and relating to the sale of the Property including but not limited to: revenue, taxes, marketing plans, planned capital improvements, the identity or financial status of investors or partners, or other information conveyed in writing or in discussion that is indicated to be confidential.

1. Buyer's Obligations

Without Seller's prior written consent, Buyer will not: (a) disclose Confidential Information to any third party; (b) make or permit to be made copies or other reproductions of Confidential Information; or (c) make any commercial use of Confidential Information. Buyer will carefully restrict access to Confidential Information to those people who are subject to non-disclosure restrictions at least as protective as those set forth in this Agreement and who clearly need such access to participate on Buyer's behalf in the analysis and negotiation of an agreement with Seller. Upon Seller's request, Buyer shall within thirty days return all original materials provided by Seller and any copies, notes or other documents in Buyer's possession pertaining to Confidential Information.

2. Exclusions

This agreement does not apply to any information that: (a) was in Buyer's possession or was known to Buyer, without an obligation to keep it confidential, before such information was disclosed to Buyer by Seller; (b) is or becomes public knowledge through a source other than Buyer and through no fault of Buyer; (c) is or becomes lawfully available to Buyer from a source other than Seller; or (d) is disclosed by Buyer with Seller's prior written approval.

3. Term

This Agreement and Buyer's duty to hold Confidential Information in confidence shall remain in effect until _____ or until whichever of the following occurs first: (a) Seller sends Buyer written notice releasing it from this Agreement, or (b) Confidential Information disclosed under this Agreement ceases to be confidential.

4. Miscellaneous Provisions

- (a) No Rights Granted. This Agreement does not constitute a grant or an intention or commitment enter into a real estate sale, nor does it grant any right, title or interest in the Property or the Confidential Information to Buyer.
- (b) Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
- (c) Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
- (d) Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.
- (e) Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- (f) Injunctive Relief. Any misappropriation of Confidential Information in violation of this Agreement may cause Seller irreparable harm, the amount of which may be difficult to ascertain, and therefore Buyer agrees that Seller shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Seller deems appropriate. This right of Seller is to be in addition to the remedies otherwise available to Seller.
- (g) Attorney Fees and Expenses. In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.
- (h) Governing Law. This Agreement shall be governed in accordance with the laws of the State of _____.



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(i) Jurisdiction. The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in _____ in any action arising out of or relating to this Agreement. The parties waive any other venue to which either party might be entitled by domicile or otherwise.

(j) Successors & Assigns. This Agreement shall bind each party's heirs, successors and assigns. Buyer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Seller. However, no consent is required for an assignment or transfer that occurs: (a) to an entity in which Buyer owns more than fifty percent of the assets; or (b) as part of a transfer of all or substantially all of the assets of Buyer to any party. Any assignment or transfer in violation of this section shall be void.

Seller:

_____ (Signature)

_____ (Typed or Printed Name)

Title: _____

Date: _____

Buyer:

_____ (Signature)

_____ (Typed or Printed Name)

Title: _____

Date: _____