



**Confidentiality and Non-Disclosure Agreement**

The undersigned Principal (s) (“Principal”) and Principal’s Broker/Agent (“Principal’s Broker”) and SUNSHINE PROFESSIONAL REALTY CORP. (“LISTING BROKER”) agree to the following terms regarding the real property and/or business opportunity (“Property”), described as: **20-Unit Multi-Family Property in Pinellas County, Florida, as detailed in the Offering Package.**

**1. Confidentiality:** Principal and Principal’s Broker acknowledge that all information and materials provided by Listing Broker regarding the above-referenced Property are confidential and may not be used for any purpose other than evaluation. Principal’s and Principal’s Broker’s dissemination of any information and materials provided by Listing Broker will be limited to attorneys, accountants, banking representatives, and business advisors directly involved with the above-referenced Property. In the event the transaction is not successful, Principal and Principal’s Broker shall immediately return any information and materials provided by Listing Broker and/or delete them from digital records.

**2. Non-Disclosure:** Principal and Principal’s Broker agree not to disclose to any other person the fact that any discussions or negotiations are taking place with regard to the Property, the actual or potential terms, conditions, or facts involved in any such discussions or negotiations.

**3. Non-Circumvention:** Principal and Principal’s Broker agree not to contact the Property Owner, Landlord, Tenants, Employees, or Customers and any and all communications relating to this property and/or offering will be made through Listing Broker. Principal and Principal’s Broker further agree not to circumvent or interfere with Listing Broker’s contract with Owner/Landlord in any way.

**4. Verification of Data:** No representation is made by Listing Broker or the Owner as to the accuracy or completeness of the information and materials provided. The Principal and Principal’s Broker agree to thoroughly review and independently verify the information and materials provided. The Listing Broker is not responsible for any errors, omissions, changes, withdrawal or providing notice of any changes or prior sale of the Property. Listing Broker advises Principal and Principal’s Broker to make their own independent investigation and consult with qualified professionals for legal, tax, environmental, financial and any other matters and obtain any professional advice relating to the Property and any transaction contemplated.

**5. Disputes:** This agreement will be construed in accordance with the laws of the State of Florida. The Listing Broker and the Property Owner and/or Business Owner will be entitled to all remedies provided by law, including but not limited to injunctive relief and damages. In any litigation arising out of this agreement, the prevailing party will be entitled to recover from the non-prevailing party reasonable attorney’s fees, costs, and expenses.

**6. Owner’s Right for Offers:** This is not neither an offer nor an agreement to sell the Property. The Owner expressly reserves the right, in its sole discretion, to accept or reject any and all offers for the Property and to terminate any discussions with any Principal or Principal’s Broker without prior notice.

**To receive information for this offering, sign & return this agreement to the Listing Broker via E-mail below.**

**ACCEPTED AND AGREED:**

PRINCIPAL NAME / TITLE (PRINT)	SIGNATURE	DATE
Company	Phone	E-Mail

PRINCIPAL’S BROKER / AGENT NAME / LICENSE NO. (PRINT)	SIGNATURE	DATE
Company	Phone	E-Mail

**LISTING BROKER: Sunshine Professional Realty Corp./Gro Miller – gro@gromiller.com-727-207-9239**

