

# BUYER / BROKER CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to by \_\_\_\_\_, (Buyer) and \_\_\_\_\_ (Buyer's Broker) and Florida Premier Realty Group, Inc. Scott Taylor ("Owner's Broker") regarding the property known as 21 Palms 584 State Rd 559, Auburndale, FL 33823 ("Property"). This obligation of confidentiality undertaken pursuant to this Agreement shall survive any future agreement with the Owner and/or Owner's Broker.

Buyer will receive information from the Owner for the purpose of evaluating the property. The Owner shall deliver information concerning the property, much of which is highly confidential, only to these parties: Selling Broker: Florida Premier Realty Group, Inc. and the Buyer have agreed to in writing prior to delivering any of the Owner's information.

**The Parties Agree To The Following, in consideration of the covenants and agreements specified and defined herein:**

1. Buyer will not disclose, permit the disclosure of, release, disseminate or transfer any and all of the information provided by the Owner, to any other person and/or third party that has not been approved and agreed to, in writing and who will be required to sign and execute a separate Confidentiality Agreement, prior to the Buyer releasing any and all information.
2. The person(s) signing this Agreement on Buyer's and Buyer Broker's behalf will take all appropriate precautions to limit the distribution and sharing of the Owner's information only to the Buyer, Buyer's agents and Buyer board members and persons who are employed by the Buyer's principal director, corporate officers, appraisers, environmental engineer, building inspectors, surveyors, attorneys and closing agents. All persons will be made aware of the Agreement and agree to honor all the terms and conditions hereof.
3. This Agreement applies to all information provided by the Owner and will not be made available to the general public. Buyer and the Buyer's Broker understand that all information provided by the Owner shall be deemed confidential, valuable and proprietary such that its unauthorized disclosure, even without the intent to willfully harm the Owner, could cause substantial and irreparable harm to the Owner.
4. All the information, provided by the Owner, shall be used for the sole purpose of evaluating the property and it shall not at any time, or in any manner, be used for any other purpose without the express written consent of the Owner. Owner shall grant access to Buyer, Buyer Broker and third parties as defined in # 2, with reasonable notice and with an appointment. The Owner has a current property survey and will present to the Buyer upon acceptance of this agreement. Further, should Buyer elect to purchase the property, the cost of the survey shall be reimburse to the Owner by the Buyer at closing with all certifications completed for the Buyer. Property being sold in AS IS Condition with rights of inspection. Owner shall cooperate with Buyer's lender, appraiser, environmental engineer, contractors, etc with reasonable notice for access.
5. Buyer and/or any other persons shall not contact directly any other persons concerning the property other than Florida Premier Realty Group, Inc., without the express written permission from the Owner. Such persons include, but not limited to, the Owner, Owner's agents, Owner's Employees, Owner's Board members, Suppliers, contractors, lenders, and any and all city, county, state government employees.
6. The person signing on behalf of the Buyer and the Buyer Broker do hereby represent they have the authority to bind the party for whom they sign as the Buyer and the Buyer Broker and the respective legal entities represented.
7. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, within the judicial jurisdiction of the Polk County Florida Circuit Court. The prevailing party shall be entitled to recover reasonable attorney fees and court costs
8. Buyer recognizes and agrees that they do not represent the Owner or Owner's Broker in any manner whatsoever, in this transaction. Seller and Buyer represent there are no other third party brokers.
9. Buyer acknowledges and accepts this is a Principals Only Offering, the Owner will not pay a real estate commission to the Buyer's Broker. If any real estate commission is due a broker representing the Buyer, the Buyer shall be obligated and liable to the Buyer's Broker to pay the real estate commission. The Owner will not obligated nor liable for any real estate commission due Buyer's Broker.
10. Owner makes no representations or warranties, express or implied, as to the accuracy and completeness of the information provided to the Buyer and/or Buyer Broker for review. The Buyer and/or Buyer Broker assume complete responsibility for confirming and verifying any and all information provided by the Owner and expressly waives all recourse against the Owner and Buyer Broker with respect to the same.

**OWNER'S BROKER:** Florida Premier Realty Group, Inc. - Scott Taylor \_\_\_\_\_

<b><u>Buyer:</u></b>	<b><u>Buyer's Broker</u></b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____	Phone: _____
Email: _____	Email: _____

**RETURN TO: FLORIDA PREMIER REALTY GROUP, INC.** Scott Taylor / ph: 407-256-0123 / email: scott32779@aol.com