



## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is delivered to and for the benefit of the Disclosing Party (defined below) and is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ (the Buyer, "Buyer", "Buyer, Receiving Party/Buyers' Broker" and Buyers' Broker).

1. **Evaluation Material.** The Buyer, Receiving Party/Buyers' Broker is considering acquisition of the following described property (the "Property") \_\_\_\_\_

and requested certain information related to the financial, environmental, structural, title, and other aspects of the Property from NAI Realvest (the "Broker" and "Disclosing Party"). In order to assist the Buyer, Receiving Party/Buyers' Broker, the Disclosing Party is prepared to make available to the Buyer, Receiving Party/Buyers' Broker certain confidential, nonpublic, or proprietary information concerning the Property (the "Evaluation Material"). As a condition to the Evaluation Material being furnished to the Buyer, Receiving Party/Buyers' Broker, its employees, agents, servants, advisors, attorneys, accountants, consultants, bankers, and financial advisors (collectively, "Representatives"), the Buyer, Receiving Party/Buyers' Broker agrees to receive and treat the Evaluation Material in accordance with the provisions of this Agreement.

2. **Non-Disclosure of Evaluation Material.** The Buyer, Receiving Party/Buyers' Broker and its Representatives shall use the Evaluation Material solely for the purpose of evaluating the Property for purposes of acquiring same. The Buyer, Receiving Party/Buyers' Broker shall keep the Evaluation Material confidential and shall not reproduce or disclose any of the Evaluation Material in any manner whatsoever; provided, however, that the Buyer, Receiving Party/Buyers' Broker may make disclosure of information contained in the Evaluation Material to the Buyer, Receiving Party/Buyers' Broker's Representatives who need to know that information for the purpose of, but only to the extent necessary for, evaluating the Property for purposes of acquiring same and who agree in writing to keep that information confidential in accordance with the terms of this Agreement. The Buyer, Receiving Party/Buyers' Broker shall be responsible for any breach of this Agreement by any of its Representatives. The Buyer, Receiving Party/Buyers' Broker recognizes and acknowledges the confidential nature of the Evaluation Material and the damage that could result to the Disclosing Party if the Evaluation Material is disclosed to a third party, or such of the Buyer, Receiving Party/Buyers' Broker's employees or other professionals who have no need to know the Evaluation Material. Without the prior written consent of the Disclosing Party, or unless required by law, neither the Buyer, Receiving Party/Buyers' Broker nor its Representatives shall disclose to any other person that it has received the Evaluation Material.

3. **Return of Evaluation Material.** Promptly upon the written request of the Disclosing Party, the Buyer, Receiving Party/Buyers' Broker will return all copies of the Evaluation Material to the Disclosing Party.

4. **Remedies.** The Disclosing Party, in addition to any other remedy to which it may be entitled by law or in equity, shall be entitled to an injunction to prevent breaches of this Agreement, and to an order compelling specific performance of this Agreement. The Buyer, Receiving Party/Buyers' Broker shall reimburse the Disclosing Party for all costs and expenses, including reasonable attorneys' fees, incurred by the Disclosing Party if it successfully enforces the obligations of the Buyer, Receiving Party/Buyers' Broker and its Representatives hereunder.

5. **Broker.** NAI Realvest is the Exclusive Listing Broker for sale of the Property, and the Buyer, Receiving Party/Buyers' Broker recognizes NAI Realvest may be the sole Broker involved in this transaction. In the event Buyer is represented by a broker, that broker shall be paid at a rate to be negotiated upon the closing of a sales transaction. The Evaluation Material contains information provided by the Owner and obtained by the Broker. While the information is believed by both Owner and Broker to be accurate, Buyer, should independently evaluate its completeness and accuracy before making an offer. This Evaluation Material is subject to prior placement, errors, omissions, changes or withdrawal without notice and does not constitute a recommendation, endorsement or advice as to the value of the Property by Disclosing Party.

6. **Non Interference.** Buyer and Buyer's Broker acknowledge that the subject listing is confidential and that NO contact whatsoever will be made with employees or guests of the subject property without owner or listing broker's prior written agreement. Buyer and Buyer's broker further agree to not visit or attempt to inspect the property without an appointment through the exclusive listing broker.

7. **No Waivers.** No failure or delay by the Disclosing Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

8. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue shall be exclusively in \_\_\_\_\_ County, Florida.

9. **Term.** This Agreement shall expire on the earlier of (i) the Buyer, Receiving Party/Buyers' Broker's acquisition of title to the Property or (ii) two years from the date hereof.

10. **Captions.** The captions contained in this Agreement are for convenience only and shall not affect the construction or interpretation of any provisions of this Agreement.

11. **Entire Agreement.** This Agreement represents the entire understanding and agreement of the Buyer, Receiving Party/Buyers' Broker and may not be modified or waived except in writing.

**Buyer:**

COMPANY: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

(Signature)

(Print Name) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**Buyers' Broker:**

COMPANY: \_\_\_\_\_

By: \_\_\_\_\_ Title \_\_\_\_\_

(Signature)

(Print name) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_