



### Confidentiality / Registration Agreement

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to by the Owners and \_\_\_\_\_ ("Cooperating Broker"), Prospective Purchaser, and KW Commercial ("Exclusive Listing Broker") regarding the property known as 708 E International Speedway Blvd, Daytona Beach, FL 32118 ("Property"). This obligation of confidentiality undertaken pursuant to the Agreement shall survive any future agreement with the Owner.

COOPERATING BROKER HAS REQUESTED 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 those parties that the Owner's Exclusive Agency KW Commercial, has agreed to in writing prior to the disbursement of any information.

THE PARTIES AGREE TO THE FOLLOWING, in consideration of the covenants and agreements contained herein:

1. Cooperating Broker and Prospective Purchaser will not disclose, permit the disclosure of, release, disseminate or transfer, any information obtained hereunder ("Marketing Information") to any person or entity that has not been approved and agreed to in writing by KW Commercial.
2. The Person(s) signing this Agreement on Cooperating Broker's and Prospective Broker's behalf will take all appropriate precautions to limit the dissemination of the Marketing Information only to those persons who have need to know of the Marketing Information, and who are specifically aware of the Agreement and agree to honor it.
3. This Agreement applies to all Marketing Information received from Owner, now or in the future, which is not readily available to the general public. Cooperating Broker and Prospective Purchaser understands that all Marketing Information shall be deemed confidential, valuable, and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to the Owner.
4. All information 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.
5. Cooperating Broker, Prospective Purchaser or any other party shall not contact directly any persons directly concerning the Property, other than KW Commercial, without the written permission from the Exclusive Listing Broker. Such persons include, without limitation, Owner's employees, suppliers, lenders and tenants.
6. Owner makes no representation or warranties; express or implied, as to the accuracy or completeness of any Marketing Information provided by them. Cooperating Broker and Prospective Purchaser assumes full and complete responsibility for reconfirmation and verification of all Marketing Information received and expressly waives all rights of recourse against Owner and Exclusive Listing Broker with respect to the same.

7. The Person(s) signing on behalf of Cooperating Broker and Prospective Purchaser represents that they have the authority to bind the party for whom they sign.
8. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
9. Cooperating Broker recognizes that they do not represent the Owner in this Transaction. Only KW Commercial acting as Seller's Broker represents the Owner.
10. In the event Cooperating Broker successfully produces a Buyer that closes on the Property and the Owner pays KW Commercial the brokerage commission as Stated in the Listing Agreement with Owner, KW Commercial shall pay a Cooperating Broker Fee in the amount of 50% of the total commission paid by the Seller to Cooperating Broker as its full compensation.
11. All Buyers that the Cooperating Broker wishes to register must be registered and approved by Exclusive Listing Broker prior to submission of the Marketing Information. In the event Cooperating Broker fails to register any Buyer, he/she shall not be entitled to any Cooperating Broker Fee.

COOPERATING BROKER: \_\_\_\_\_ License#: \_\_\_\_\_

Agent: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
Prospective Purchaser/Entity (Print Name)

\_\_\_\_\_  
Authorized Signatory for Purchaser/Entity (Signature)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Purchaser Entity (Print Name)

\_\_\_\_\_  
City, State, Zip/Post Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email

**Return to Sean Kerr: [sean@seankerr.co](mailto:sean@seankerr.co) or +1 386 944 2808 (Fax)**