



## COMMERCIAL REAL ESTATE NON-DISCLOSURE AGREEMENT

This COMMERCIAL REAL ESTATE NON-DISCLOSURE AGREEMENT (hereinafter known as the "Agreement") is made between \_\_\_\_\_ (hereinafter known as the "Buyer") and *BHW Omega, LLC* (hereinafter known as the "Seller") and \_\_\_\_\_ (hereinafter known as the "Buyer's Broker") in consideration of disclosure of confidential and proprietary information in connection with the Buyer's consideration of purchasing, leasing or investing in real estate owned and/or managed by the Seller at *8263 Little Rd, New Port Richey, FL 34654*, effective on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (hereinafter known as the "Effective Date").

On behalf of the Owner, Keller Williams Capital Realty/KW Commercial (hereinafter known as the "KWC") may make an "Offering Memorandum" available to the Principal upon execution of this Confidentiality Agreement (the "Agreement"). The Offering Memorandum is intended solely for Principal's own limited use in considering whether to pursue negotiations to acquire the Property. This is not an agreement to sell the Property, nor an offer of sale.

The Offering Memorandum has been prepared by KWC primarily from information supplied by the Owner or the Owner's agents or representatives. It does not purport to be all-inclusive or to contain all the information, which a prospective purchaser may desire. Neither KWC nor the Owner makes any representation or warranty, express or implied, as to the adequacy, accuracy, or completeness of the Offering Memorandum, and no legal liability is assumed or to be implied with respect thereto.

Principal agrees that the Offering Memorandum provided is confidential, that Principal will hold and treat it in the strictest of confidence, and that Principal will not disclose or permit to anyone else to disclose the information to any person, firm, or entity, including the Owner without the prior written authorization of KWC. The Principal agrees that if it or its Representatives commits a breach of any of the provisions of this Agreement, the Owner or KWC shall have the right and remedy to institute proceedings to obtain immediate injunctive relief including damages to Owner or KWC for any breach hereof.

Principal represents and warrants that it is not an agent on behalf of any other party in conjunction with the potential purchase of the Property. Potential Purchaser acknowledges that it is not working with any other broker or agent, if any, other than the Co-Broker named below in connection with the property.

Owner expressly reserves the right in its sole discretion to reject any and all proposals or expressions of interest in the Property and to terminate discussions with the Principal or any

*Please email signed Confidentialty Agreement to Lysis Mattis Team/  
Keller Williams Commercial c/o ea.abby@mattisteam.com*

other party at any time with or without prior notice. Principal hereby agrees to return the original of the requested documentation to KWC within three days of demand by Owner or KWC. Neither Principal, nor any party to which Principal may have provided such Offering Memorandum or any portion thereof, shall make or retain any copies thereof. If in agreement with the foregoing, please return one original signed copy of this Agreement to KWC per name and address shown above.

**ACCEPTED AND AGREED THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_\_**

**By:**

\_\_\_\_\_

**PURCHASER**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

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

\_\_\_\_\_  
**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

\_\_\_\_\_  
**PURCHASER**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

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

\_\_\_\_\_  
**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**ACCEPTED AND AGREED THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_\_**

**By:**

\_\_\_\_\_

**BUYER's Broker**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

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

\_\_\_\_\_  
**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_