STANDARD CONFIDENTIALITY/DISCLOSURE STATEMENT
All parties reviewing financial information must complete and sign.

Name: _____, herein known as Prospect, acknowledges and agrees that Prospect approached RE/MAX Realty Group, 7910 Summerlin Lakes Drive, Fort Myers, FL 33907, Broker, and that Broker was the first to advise Prospect of the availability of and details concerning the following business opportunities and/or real properties, hereinafter referred to jointly or severally as The Property:

Address: 1570 Colonial Blvd., Fort Myers, FL

Prospect understands and agrees that all dealings concerning said business opportunity or real estate will be handled through Broker and that Broker is a transactional broker and will be paid for its services by the ☑Seller ☐Buyer. Prospect further agrees that information received with respect to the above mentioned Property will be keep in strict confidence, will not be used to compete with the Seller and that Prospect shall not disclose this information to any person, excluding those parties specifically involved in the transaction itself and the Prospect's sole purpose in seeking information about The Property is to purchase a property. In the event that Prospect violates this confidentiality covenant or any other covenant herein within five (5) years of the date hereof with respect to Seller, both Broker and said Seller shall be entitled to all remedies provided by law, including, but not limited to, injunctive relief and damages. Broker shall be deemed to include all and any other brokers with whom is co-brokering; and Seller is a third-party beneficiary who may enforce this agreement as if it were a party hereto.

All data on The Property is provided for informational purposes only. No representation is made by Broker as to the accuracy of the data provided. Broker encourages Prospect to thoroughly review and independently verify to Prospect's own satisfaction that the data provided are substantially representative of the business activity of the Seller and can be relied upon when considering the purchase of said Property. Prospect acknowledges that Prospect has been advised to seek the independent counsel of an attorney and/or accountant to verify the information supplied to Broker by Seller and to examine any applicable documentation relevant to the transaction.

In the event that Prospect discloses the availability of said designated Property to any third party and this third party purchases The Property without the Broker, then Prospect, in addition to the remedies specified hereinabove, will be responsible for the payment of the Broker's commission.

Prospect agrees that Prospect will not, within one year from this date, deal directly or indirectly with the Seller without notice to Broker, and should the Prospect do so and a sale, lease or other financial arrangement, including leasing the Seller's premises from the Seller or Landlord is consummated, the Prospect shall be liable, jointly and severally, with the Seller to Broker, for all and any damages which the Broker may suffer including, but not limited to, the commission, if any, which would have been payable to Broker on the transaction.

This Contract shall be governed by the laws of the State of Florida. It is mutually agreed that any controversy, dispute or claim arising out of or relating to this Agreement, the interpretation thereof, or the breach thereof, shall be settled by arbitration in accordance with the Florida Arbitration Code. The controversy or claim shall be submitted to a single arbitrator (who must be a certified public accountant licensed in Florida) mutually agreed upon by the parties within thirty (30) days of notice of an intent to arbitrate any matter hereunder. If the parties cannot agree upon an arbitrator within such thirty-day period, such an arbitrator shall be selected in accordance with the Florida Arbitration Code through a court which has a situs in Lee County, Florida. The arbitration of such dispute will be held in Lee County, Florida, within thirty (30) days after completion of discovery. The award of the arbitrator will be final and binding on all parties to the arbitration and judgment may be entered upon it in accordance with law in any court of competent jurisdiction, sitting Lee County, Florida. In the event of arbitration, the parties hereto specifically agree that discovery shall be allowed in the form of written interrogatories, depositions of witnesses, production, inspection and copying of documents to the same extent as is provided under the Florida Rules of Civil Procedure. Provided, however, the time for responding to requests for written interrogatories, production and inspection and copying of documents shall be reduced to ten days. Any disagreements between the parties to the dispute as to the scope and extent of and compliance with the discovery will be referred to the arbitrator, and his determination shall be final. The parties further agree that such discovery procedures shall not be extended beyond two (2) months from the selection of the arbitrator. The arbitrator is directed to award the expenses of the arbitration to the prevailing party in the arbitration.

A facsimile copy of this document and any signatures shall be considered for all purposes as originals.

PROSPECT (Please Sign)	**Date**	**PROSPECT2 (Please Sign)**	**Date**
TELEPHONE NUMBER		**TELEPHONE NUMBER**	
ADDRESS		**ADDRESS**	
CITY	**STATE** **ZIP**	**CITY**	**STATE** **ZIP**
EMAIL:		**EMAIL**:	

AGENT FOR BROKER

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