

Non-Disclosure, Confidentiality & Release of Broker Liability Agreement For Sale of Real Estate

This Non-Disclosure, Confidentiality, and Release of Broker Liability Agreement (“Agreement”) is executed by and between the individual or entity stated on the last page of this document, including its affiliates, owners, directors, officers, employees, and any entity used to acquire Real Estate (the “Prospective Buyer”) and John Magazzu, REMAX Renaissance, 672 Main St, Reading, MA 01867 (the “Broker”). Broker and Prospective Buyer shall be collectively referred to in this Agreement as the “Parties” and individually as a “Party”.

I. DEFINITIONS

1. Real Estate shall collectively mean (a) the Real Estate identified on the last page of this Agreement and (b) all other Real Estate opportunities provided by Broker. This Agreement shall apply to all Real Estate opportunities submitted to Prospective Buyer by Broker.
2. Confidential Information shall mean any materials and information provided by Disclosing Party to Receiving Party, either orally or in writing, and whether marked as confidential or not.
3. Disclosing Party is the Party disclosing Confidential Information, which includes Broker and the Real Estate owner represented by Broker. The Real Estate owner is a third-party beneficiary of this Agreement.
4. Receiving Party is the Party receiving Confidential Information, which is the Prospective Buyer and Buyer’s agent.

II. USE OF CONFIDENTIAL INFORMATION

Receiving Party shall use the Confidential Information solely for the purpose of evaluating the Real Estate for a potential acquisition . The Receiving Party agrees to protect and prevent the unauthorized disclosure of the Confidential Information. Disclosure of Confidential Information to any third parties (e.g., attorneys, accountants) is permitted only on a need-to-know basis, and those third parties must also be bound by confidentiality obligations.

III. NO CONTACT / NON-CIRCUMVENTION

Prospective Buyer shall not contact the Real Estate owner, its employees, customers, suppliers, or agents without prior written consent from Broker. All communications must go through Broker. Prospective Buyer agrees not to disclose that the Real Estate is for sale or that they are a potential buyer. Prospective Buyer shall not interfere with Broker’s relationship with the Real Estate or its

owner and agrees that if they do, they will be liable for Broker's full commission, as well as any other expenses resulting from the interference.

IV. TERM; NO OBLIGATION

This Agreement shall have a term of two (2) years from the effective date. The term will automatically extend by two (2) years each time a new Real Estate opportunity is presented to the Prospective Buyer. Prospective Buyer agrees to return or destroy all Confidential Information upon termination of this Agreement or when no longer pursuing a Real Estate acquisition.

V. EQUITABLE RELIEF

In the event of a breach or threatened breach, the affected Party may seek injunctive or equitable relief, in addition to monetary damages. The prevailing Party in any litigation or arbitration will be entitled to recover reasonable attorney's fees and court costs.

VI. NO LIABILITY

Broker has made no independent investigation of the Confidential Information provided and makes no representation or warranty as to its accuracy or completeness. Broker is not responsible for the future success or failure of the Real Estate and has advised Prospective Buyer to conduct due diligence through their attorneys and accountants. Broker is not providing legal or financial advice, and Prospective Buyer acknowledges that all Real Estate information comes directly from the Real Estate owner. Broker shall not be liable for any claims related to the evaluation or acquisition of the Real Estate, and Prospective Buyer agrees to indemnify Broker against any such claims.

VII. PROMISE NOT TO SUE; DUTY TO DEFEND

Prospective Buyer agrees not to initiate any proceedings against Broker, its agents, or employees regarding this Agreement or the Real Estate. In the event of any proceeding, Prospective Buyer agrees to indemnify and defend Broker and pay all legal and associated costs incurred in defending such proceedings.

VIII. BINDING ARBITRATION

Any disputes arising from this Agreement shall be settled by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its rules. The arbitration will take place in Massachusetts, and the prevailing Party will be awarded reasonable attorney's fees and costs. This Agreement is governed by the laws of the Commonwealth of Massachusetts.

IX. GENERAL PROVISIONS

This Agreement may not be assigned without the written consent of both Parties. Modifications to this Agreement must be in writing and signed by both Parties. The Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements. If any provision of this Agreement is found to be unenforceable, the remaining provisions will remain in effect.

X. DISCLOSURE OF RELATIONSHIP, WAIVER, AND INDEMNIFICATION

Prospective Buyer acknowledges that Broker may have relationships with third parties providing financial or other services related to the acquisition of the Real Estate. Prospective Buyer waives any claims against Broker and its affiliates and agrees to indemnify them from any claims arising from such relationships.

Buyer Name: _____

Effective Date: _____

Prospective Buyer

REMAX Renaissance

Signature

Signature/Title

First and Last Name

Seller Agent John Magazzu, Broker

Address

Buyer Agent name printed

Phone Number

Signature /Title

Email Address