

COMMERCIAL REAL ESTATE NON-DISCLOSURE AGREEMENT (CONFIDENTIALITY)



1. The Parties. This Commercial Real Estate Non-Disclosure Agreement, hereinafter known as the "Agreement", made

2. Prospect: _____

3. Listing Agent: Tiffany Russell

4. Confidential Information. The Prospect acknowledges that all information and materials furnished from the Listing Agent concerning the Property is confidential and may not be used for any purpose other than the evaluation for a possibly purchasing the property.

5. Nondisclosure. Prospect agrees not to disclose to any other person or business entity the fact that any discussion or negotiations are taking place with respect to the Property, including any business located therein, or the actual or potential terms, conditions or facts involved in any such discussions or negotiations.

6. Binding Effect. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and shall survive the closing of any Agreement between Prospect and Listing Agent in perpetuity or if the information becomes publicly available with the current owners approval, whichever occurs first.

7. Cost of Enforcement. In the event either party commences a judicial action to enforce the provision of this Agreement, the prevailing party in such action shall be entitled to recover, in addition to such other amounts as may be permitted by law, all costs and expenses incurred by it in the prosecution of defense of such action, including reasonable attorneys' fees.

8. Warranty. If the Prospect is providing the confidential information, the Listing Agent does not guarantee, warrant, either expressed or implied, any information and/or figures supplied by the owner. Prospect should rely on their own verification of this information as a part of their due diligence.

Prospect - Signature

Print Name

Date