

## CONFIDENTIALITY AGREEMENT

**THIS CONFIDENTIALITY AGREEMENT** ("Agreement") is made and agreed to by **Berkshire Hathaway HomeServices PenFed Realty** ("Listing Broker"), \_\_\_\_\_ ("Selling Broker") and **Bayside Management LLC** ("Owner") regarding the property(s) known as **The Rodeway INN (19604 Bluebird Lane), Rehoboth Beach, DE 19971** (collectively, "Property"). The obligation of confidentiality undertaken pursuant to this Agreement shall survive the terms of any future negotiations or offers generated by the Brokers with the property Owner.

**SELLING BROKER (OR BUYER IF UNREPRESENTED) HAS REQUESTED**, on behalf of \_\_\_\_\_ (hereinafter referred to as "Buyer"), certain information concerning Property (hereinafter "Information") from Owner for the purpose of evaluating a possible acquisition of the Property. Owner has instructed Listing/Selling Brokers to deliver Information, much of which is highly confidential, only to those potential Buyers who sign this Agreement.

The parties agree, in consideration of the covenants and agreements contained herein, as follows:

1. Neither Buyer nor Selling Broker will disclose, permit the disclosure of, nor release, disseminate or transfer any information obtained hereunder ("Information") to any other person or entity, except to those of its agents, representatives and employees who need to know the Information, and who are informed by Listing/Selling Brokers of the confidential nature of the Information, and agree to be bound by the terms of this Agreement.
2. All information shall be used for the sole purpose of evaluating the potential acquisition of the Property and it shall not at any time, or in any manner, be used for any other purpose.
3. Buyer and Selling Broker agree that they will make no copies of the Information, and that the Information will be kept confidential and will not be disseminated in written or oral form to any third party without Owner's prior written consent, which may be granted or denied at their sole discretion following Selling Broker's disclosure to Owner of the name of the proposed recipient.
4. Neither Buyer nor Selling Broker shall contact directly any persons concerning the Property, other than Owner, without Owner's written permission. Such persons include, without limitation, Buyer and/or Selling Broker's employees, suppliers and tenants.
5. Further, Buyer and Selling Broker and their agents, representatives and employees will not volunteer, or disclose in any way, to any person or entity, including tenants or prospective tenants of the Property or any competing properties:
  - that the Information has been made available,
  - any notes or summaries of the Information,
  - the fact that the Property may be for sale,
  - that discussions or negotiations are taking place or will take place, or
  - any of the terms or conditions or other facts concerning a possible acquisition of the Property.
6. If Buyer and/or Selling Broker are a corporation, partnership, Limited Liability Company or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information as described above. This Agreement shall be binding upon their respective successors, assigns, heirs and legal representatives, including, without limitation, any corporation or other business entity with which the Buyer or Selling Broker may merge or consolidate or to which they may transfer substantially all of its assets or enter into an acquisition or reorganization transaction.
7. Buyer and Selling Broker acknowledge that its agents, representatives and employees shall be bound by this Agreement, and any breach thereby shall be deemed a breach by Selling Broker.
8. This Agreement applies to all Information received from Owner, now or in the future, which is not readily available to the general public. Selling Broker understands that all 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 Owner.

9. In the event of any breach or threatened breach of this Agreement, Owner shall have the right and remedy to institute proceedings to obtain immediate injunctive relief, since such breach or threatened breach may cause irreparable damage to Owner, for which monetary damages would not provide an adequate remedy. Nothing in this agreement shall be construed to limit other remedies available to Owner, and the breaching party shall be liable for all costs of enforcement of the terms of this Agreement, including, without limitation, court costs and reasonable attorney's fees.

10. Owner makes no representations or warranty, express or implied, as to the accuracy or completeness of any Information provided by them. Buyer and Selling Broker assume full and complete responsibility for reconfirmation and verification of all Information received and expressly waives all rights of recourse against Owner with respect to the same, and agrees to hold Owner harmless from any and all claims arising out of delivery of the Information to Buyer and/or Selling Broker.

12. The Persons signing on behalf of Buyer and Selling Broker represent that they have the authority to bind the parties for whom they sign.

13. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware.

**Owner:** \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Buyer:** \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Listing Broker:** \_\_\_\_\_

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

Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Broker's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Selling Broker:** \_\_\_\_\_

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

Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Broker's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

