



Prospect Confidentiality/Registration Agreement

This Confidentiality and Prospect Registration Agreement ("Agreement") is made and agreed to between Colliers International Florida, LLC ("Broker"), exclusive broker for the **114 S Olive Ave** ("Property") and _____ ("Purchaser") The obligation of confidentiality undertaken pursuant to the Agreement shall survive the terms of the Broker's listing agreement with the Owner.

Purchaser has requested information from Broker for the purpose of evaluating a possible acquisition of the Property. The Owner of the property has instructed Broker to deliver information concerning the Property, much of which is highly confidential, only to those potential purchasers who sign this Agreement.

The Parties Agree, in consideration of the covenants and agreements contained herein, as follows:

1. Purchaser will not disclose, permit the disclosure of, release, disseminate or transfer, information obtained hereunder ("Information") to any other person or entity.
2. If Purchaser is 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 only to those persons within the entity who have need to know of the information, and who are specifically aware of the Agreement and agree to honor it.
3. If Purchaser utilizes any information, whether from Broker, Seller, or Lender to purchase or acquire the property, mortgage, note, joint venture, or any other interest, from other than Seller, Purchaser shall pay broker a commission per the exclusive right to sell listing agreement with Seller.
4. This Agreement applies to all Information received from Broker, now or in the future, which is not readily and proprietary such that it's unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner and Broker.
5. 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.
6. Purchaser shall not contact directly any persons concerning the Property, other than Broker, without Broker's or Owner's written permission. Such persons include, without limitation, Owner's employees, tenants and suppliers.
7. Purchaser acknowledges that it is a principal and not an agent on behalf of any other party in conjunction with the purchase of the Property (except Advisors working on behalf of their pension fund clients). Purchaser acknowledge that it is not working with any other broker or agent other than the Broker named above in connection with the property.
8. Neither Broker nor Owner make any representations or warranty, express or implied, as to the accuracy or completeness of any information provided by them. Purchaser assumes full and complete responsibility for reconfirmation and verification of all Information received and expressly waives all rights of recourse against Owner and Broker with respect to the same.
9. The Person signing on behalf of Purchaser represent that they have the authority to bind the party for whom they sign.
10. Owner is an intended 3rd party beneficiary of this agreement.
11. This Agreement shall be governed and construed in accordance with the laws of the State for Florida.
12. No outside broker represents Purchaser. Purchaser is working with Colliers International Florida, LLC with the understanding that Colliers International Florida, LLC is acting as a transactional broker. If Purchaser and/or an entity to which Purchaser is a part is successful in acquiring the above referenced property within twelve (12) months from the date below, it is hereby acknowledged that Colliers International Florida, LLC is the procuring cause. Purchaser and/or entity also acknowledged that it is acting as a **Principal Only** and as such is not entitled to any commission.

If in agreement with the foregoing, please return a fully executed copy of this agreement to [Bastian Laggerbauer](#) by email to bastian.laggerbauer@colliers.com.

AGREED AND ACCEPTED:

Purchaser Signature

Name & Title

Company

Telephone

E-mail

Signature

Date