



## **NON-DISCLOSURE AGREEMENT (NDA)**

This Non-Disclosure Agreement ("Agreement") is made and entered into as of (Date) \_\_\_\_\_, by and between: Wooden Nickle Cabins LLC (s) of the property known as (Seller) and \_\_\_\_\_ (Buyer)

### **1. Purpose**

The Seller intends to disclose certain confidential and proprietary information to the Potential Buyer for the sole purpose of evaluating the potential purchase of the property known as Wooden Nickle Cabins (Business).

### **2. Confidential Information**

"Confidential Information" includes all financial, operational, marketing, or proprietary information related to the business, including but not limited to financial statements, guest records, contracts, supplier lists, and business practices, whether disclosed orally, in writing, or electronically.

### **3. Obligations of Receiving Party**

The Receiving Party agrees to:

- a. Keep all Confidential Information strictly confidential;
- b. Use the Confidential Information solely for the Purpose described above;
- c. Not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party, except to agents or advisors who are under a similar duty of confidentiality.

### **4. Exclusions**

This Agreement does not apply to information that:

- a. Is or becomes publicly known through no fault of the Receiving Party;
- b. Is lawfully obtained from a third party without breach of this Agreement;
- c. Is independently developed by the Receiving Party without use of the Confidential Information.





**5. Term**

This Agreement shall remain in effect for a period of two (2) years from the date of execution.

**6. Return of Materials**

Upon request, the Receiving Party shall promptly return or destroy all documents and materials containing Confidential Information.

**7. No Obligation to Proceed**

Nothing in this Agreement obligates either party to enter into any further agreement or transaction.

**8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

\_\_\_\_\_  
Seller(s)

Owner of \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Buyer's name/Potential Buyer

\_\_\_\_\_  
Buyer's name/Potential Buyer

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

