



Covenant of Confidentiality/Non-Disclosure Agreement

I, _____ as Principal/officer/ and/or direct agent of _____ hereby acknowledge that the name of the Sellers, location of the subject property and certain confidential information, records, studies and trade practices of Sellers and their business will be revealed by Coldwell Banker Commercial NRT upon execution and receipt of this document. These disclosures will be given in SECRECY AND CONFIDENCE and used for the sole purpose of assessing the prospective purchase through Coldwell Banker Commercial NRT.

I agree not to disclose any of the information given in connection herewith, either directly or indirectly, to third parties: nor will I use, or assist others to use any such information for competitive trade purposes or to circumvent Coldwell Banker Commercial NRT, in any transaction with the Sellers. Further, I agree not to contact the Sellers or any agents, employees or tenants of the business directly nor engage in any activities that would give knowledge to any employee, agent, or any tenant of sellers that the subject property is being marketed for sale (including physical presence, photography, or inspections). but to channel all negotiations, inquiries, investigations, and purchase offers, if any, directly through Coldwell Banker Commercial NRT.

I acknowledge that any breach of this Non-Disclosure agreement, directly or indirectly, shall be deemed to be harmful to Coldwell Banker Commercial NRT and the Sellers. In consideration for the information given I agree that this agreement will be governed by the laws of the State of Florida and that all actions that may arise in law and or equity shall be brought in the State of Florida, Broward County. Should litigation result from or arise out of this agreement or performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court cost, and all other expenses whether or not taxable by the courts as costs, in addition to any other relief to which the prevailing party may be entitled.

In the event that I disclose the availability of said property/ business to any third party and this third party purchases the property/business without Coldwell Banker Commercial NRT then I, in addition to the remedies specified hereinabove, will also be responsible for the payment of the Broker's commission, which would have been payable at the original asking price.

Coldwell Banker Commercial NRT is relying on the Seller for the accuracy of said information, has no knowledge of the accuracy of the said information and makes no warranty expressed or implied, as to such information. Prior to purchasing said property/business, I should make such independent verification as I deem necessary during the due diligence period. I agree and understand that Coldwell Banker Commercial NRT is not responsible for the accuracy of any information I receive and I agree to indemnify and hold Coldwell Banker Commercial NRT and its agents harmless from any claims or damages resulting from its use. Coldwell Banker Commercial NRT will be paid a fee for the sale, lease, trade, or exchange of the property/business/asset by the Seller (unless agreed in writing otherwise) and undersigned agree not to circumvent the Broker in any way.

Agreed and accepted this ____day of _____, 2016.

Signature _____
Buyer Buyer

Name of Business/Property 6 AC Mix use site, B-3 with RM 20, Dixie Hwy, Pompano Beach

By: _____
Coldwell Banker Commercial NRT Date