



**KW COMMERCIAL Heritage Realty**

1150 Douglas Ave. #2020

Altamonte Springs, FL 32714

Main: 407-862-9700

Direct 407-478-3804

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is to be signed by \_\_\_\_\_ ("Potential Purchaser") prior to the release of detailed information and further due diligence items as described below. The information and items are intended solely for the Potential Purchaser's use in considering whether to acquire \_\_\_\_\_ ("Property"). The Property is owned by (the "Owner") and exclusively represented by KW Commercial Heritage Realty ("Owner's Broker").

NOW, THEREFORE, to induce Owner to disclose confidential or proprietary information to Potential Purchaser, and for other good and valuable information, the receipt and sufficiency of which are hereby acknowledged, Potential Purchaser hereby acknowledges, covenants and agrees as follows:

1. Potential Purchaser has requested that Owner disclose certain technical, financial and/or business information concerning the operation, leasing, development, and construction of the Property in written, graphic, oral or other tangible or intangible forms including, without implied limitation, leasing or tenant information (all such information and all other information disclosed by or on behalf of Owner to Potential Purchaser will be referred to in this Agreement as "Confidential Information").

2. All Confidential Information acquired by Potential Purchaser and Potential Purchaser's Broker shall be and shall remain the exclusive property of Owner and shall be returned to Owner in the event that Potential Purchaser does not purchase the Property. Additionally, Potential Purchaser and Potential Purchaser's Broker shall not solicit the Tenants of the Property.

3. Potential Purchaser and Potential Purchaser's Broker shall keep all Confidential Information confidential and will not disclose or permit the disclosure of any of the Confidential Information to any person or entity, except persons or entities who need to know such information to assist Potential Purchaser in evaluating the Confidential Information and who are bound to observe the terms of this Agreement.

4. Nothing in this Agreement or the disclosure of Confidential Information to Potential Purchaser or Potential Purchaser's Broker shall be construed as a license to make, use, or sell the Confidential Information or products derived therefrom.

5. Potential Purchaser and Potential Purchaser's Broker agree that its obligations set forth in this Agreement are necessary and reasonable in order to protect Owner, Owner's business and the Property. Potential Purchaser expressly agrees that due to the unique nature of the Confidential Information, monetary damages would be inadequate to compensate Owner for any breach by Potential Purchaser of its covenants and agreements set forth in this Agreement. Accordingly, Potential Purchaser agrees and acknowledges that any such violation or threatened violation shall cause irreparable injury to Owner and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Owner shall be entitled (i) to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Potential Purchaser, without the necessity of proving actual damages, and (ii) to be indemnified by Potential Purchaser from any loss or harm, including but not limited to attorneys' and legal assistants' fees and costs, arising out of or in connection with any breach or enforcement of Potential Purchaser's obligations under this Agreement or the unauthorized use or disclosure of the Confidential Information. Without limiting the generality of the foregoing, Potential Purchaser hereby agrees to indemnify and hold Owner harmless from and against any and all liabilities, claims, causes of action, costs and expenses, including without limitation attorneys' and legal assistants' fees, relating in any matter to or arising out of the breach of this Agreement by Potential Purchaser or any of its representatives, agents, accountants, attorneys or employees.

9. The Confidential Information contains information pertaining to the Property as furnished by the Owner and other sources. However, it does not purport to be all inclusive or to contain all of the information which a prospective purchaser may desire. Neither Owner nor Owner's Broker or any of their officers, employees, or agents



make any representation or warranty, express or implied, as to the accuracy of completeness of the Confidential Information or any of their contents and no legal liability is to be implied with respect thereto. The Potential Purchaser is advised to verify information independently and obtain professional assistance from its consultants and advisors prior to proceeding with any acquisition.

10. Owner is paying \_\_\_\_\_ commission to the Potential Purchaser's Broker, to be paid upon closing.

11. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and the parties hereby agree that the state or federal courts in \_\_\_\_\_ County, Florida will have exclusive jurisdiction over any dispute arising hereunder.

12. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof. This Agreement may be amended only by written agreement executed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. In the event of any conflict between the terms of this Agreement and the Purchase Agreement, the terms of this Agreement shall control.

13. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Copies of this Agreement and any signatures hereon shall be considered for all purposes as originals.

**THE UNDERSIGNED AGREES TO INDEMNIFY OWNER FROM ANY LOSS OR DAMAGE WHICH OWNER MAY SUFFER AS A RESULT OF THE UNDERSIGNED'S BREACH OF THE TERMS AND CONDITIONS OF THIS CONFIDENTIALITY AGREEMENT.**

**POTENTIAL PURCHASER**

ACCEPTED AND AGREED TO THIS ON THE \_\_\_\_\_, 2018

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

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

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**POTENTIAL PURCHASER'S BROKER**

ACCEPTED AND AGREED TO THIS ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016

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

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

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_