

NON-DISCLOSURE AGREEMENT (NDA)
Bradford Motel LLC

This Non-Disclosure Agreement ("Agreement") is entered into as of _____(DATE),
by and between:

Disclosing Party:

Bradford Motel LLC
379 Lower Plain
Bradford Vermont 05033

Receiving Party:

[Buyer's Full Legal Name]

[Address]

[Email]

[Phone Number]

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Bradford Motel LLC

1. Purpose

The Disclosing Party intends to disclose certain confidential and proprietary information to the Receiving Party for the limited purpose of evaluating a potential acquisition of the Bradford Motel (the “Purpose”).

2. Definition of Confidential Information

“Confidential Information” includes, but is not limited to, all non-public financial data, operational reports, legal documents, business strategies, guest or vendor data, personnel information, and any other proprietary or sensitive information provided, whether oral, written, or electronic.

3. Obligations of the Receiving Party

The Receiving Party agrees to:

- Maintain all Confidential Information in strict confidence.
- Not disclose Confidential Information to any third party without prior written consent of the Disclosing Party.
- Use the Confidential Information solely for the Purpose.
- Limit access to the Confidential Information to its employees, agents, or advisors who have a strict need to know and are bound by similar confidentiality obligations.
- Promptly return or destroy all materials containing Confidential Information upon request by the Disclosing Party.

4. Exclusions

Confidential Information does not include information that:

- Was lawfully known by the Receiving Party prior to disclosure.
- Becomes publicly available through no breach of this Agreement.
- Is disclosed to the Receiving Party by a third party legally entitled to make such disclosure.
- Is independently developed by the Receiving Party without the use of or reference to the Confidential Information.

5. Term

This Agreement and the Receiving Party’s duty to hold the Confidential Information in confidence shall remain in effect for **two (2) years** from the date of this Agreement.

6. No License or Obligation

This Agreement does not grant any license or rights under any patent, copyright, or trademark, nor does it obligate either party to enter into any further agreements or business relationship.

7. Remedies

Both parties acknowledge that unauthorized disclosure, misuse, or breach of the terms of this Agreement regarding the Confidential Information may cause substantial and irreparable harm to

the Disclosing Party for which monetary damages may be an insufficient remedy. Accordingly, the Disclosing Party shall be entitled to seek **injunctive relief, specific performance, and any other equitable remedies available under law** without the necessity of posting bond or proving actual damages.

Furthermore, in the event of any unauthorized use or disclosure of Confidential Information in violation of this Agreement, the Disclosing Party shall have the right to **pursue legal action, including seeking monetary damages, attorney's fees, and court costs, in a court of law**. The Receiving Party shall be fully liable for any such breach, including the actions of its representatives or affiliates who gained access to the Confidential Information.

8. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of **Vermont**, without regard to conflict of law principles. Any legal action arising from this Agreement shall be brought exclusively in the state or federal courts located in Vermont.

9. Entire Agreement

This Agreement contains the entire understanding between the parties and supersedes all prior understandings, whether oral or written. Any amendments must be in writing and signed by both parties.

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

Disclosing Party

Signature: _____

Name: Bradford Motel LLC

Date: _____

Receiving Party

Signature: _____

Name: _____

Title (if applicable): _____

Date: _____