

# REAL ESTATE BUYER NON-DISCLOSURE AGREEMENT (CONFIDENTIALITY)

**1. The Parties.** This Commercial Real Estate Non-Disclosure Agreement, hereinafter known as the "Agreement", made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between:

Potential Buyer: \_\_\_\_\_, hereinafter known as the "Potential Buyer".

Landlord: \_\_\_\_\_, hereinafter known as the "Landlord".

Agent (if any): \_\_\_\_\_, hereinafter known as the "Agent".

Collectively, the above-named persons or entities, shall be known as the "Parties".

**2. The Property.** In connection with the Potential Buyer's consideration of a possible purchase of the Landlord's real estate located at \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter known as the "Property", the Parties agree to the following terms and conditions:

**3. Genuine Interest.** The Potential Buyer is genuinely interested in purchasing the Property from the Landlord.

**4. Permitted Use.** The Potential Buyer will use the confidential information solely for purposes of evaluating the Property.

**5. Confidential Information.** The Potential Buyer acknowledges that all information and materials furnished from the Landlord or Agent concerning the Property is confidential and may not be used for any purpose other than the Potential Buyer's evaluation for a possible purchase. Access to any information furnished by the Agent or Landlord will be limited to attorneys, accountants, financial representatives, and business advisors directly involved with the Property.

**6. Nondisclosure.** Landlord, Potential Buyer and Agent all agree not to disclose to any other person or business entity the fact that any discussion or negotiations are taking place with respect to the Property, including any business located therein, or the actual or potential terms, conditions or facts involved in any such discussions or negotiations.

**7. Discretion.** Potential Buyer agrees not to contact the Property or Business employees, suppliers, or customers except through the Agent or Landlord. Potential Buyer further agrees not to circumvent or interfere with the Agent's listing agreement with the Landlord in any way.

**8. Binding Effect.** This Agreement shall be governed and construed in accordance with the laws of the State of \_\_\_\_\_ and shall survive the closing of any Agreement between Potential Buyer and Landlord for a period of 1 year \_\_\_\_\_ from the date of said closing or if the information becomes publicly available, whichever occurs first. The word "Closing" shall include notification of non-interest on the part of Potential Buyer as well any successful transaction between Potential Buyer and Landlord.

**9. Cost of Enforcement.** In the event either party commences a judicial action to enforce the provision of this Agreement, the prevailing party in such action shall be entitled to recover, in addition to such other amounts as may be permitted by law, all costs and expenses incurred by it in the prosecution or defense of such action, including reasonable attorneys' fees.

**10. Warranty.** If the Agent is providing the confidential information, the Agent does not guarantee, warrant, either expressed or implied, any information and/or figures supplied by the Landlord. Potential Buyer should rely on their own verification of this information as a part of their due diligence.

**11. Reproduction Prohibited.** No copies shall be made or retained of any written information supplied to Potential Buyer by the Landlord. At the conclusion of any discussion, negotiation or upon demand by the Landlord, all information including notes, photographs, financial statements, or any other details released to the Potential Buyer shall be returned to the Landlord or Agent. Any information shall not be disclosed to any employee or consultant unless they agree to execute and be bound by this agreement.

Potential Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_