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that Owner or Listing Agent has made or offers no warranty or representation whatsoever regarding the Documentation to be provided to Buyer or Buyer's Broker as a result of this Confidentiality Agreement. The Buyer and Buyer's Broker will satisfy itself as to the Property's condition during the Buyer's inspection period, should the Buyer and Owner execute a purchase and sale agreement without relying on any Documentation, information, statements or materials provided by Owner or Listing Agent.

2. No copies will be made of any Documentation without the express written consent of the Owner.
3. None of the Documentation or information contained therein, or knowledge derived therefrom shall be disclosed to any third party unless such disclosure is consented to, in advance and in writing, by the Owner and such party agrees to be bound by the terms of this Confidentiality Agreement.
4. As a condition to such information being furnished to You, You shall treat Documentation as confidential, in accordance with the provisions of this Agreement. You agree that such Documentation shall be used solely for the purposes of evaluating the Property in connection with the potential transaction. You shall use at least the same degree of care to avoid and prevent disclosure of the Documentation as You use to prevent disclosure of your own Documentation, and You agree to use a degree of care consistent with best practices within its industry (and in no event less than a reasonable degree of care) to avoid and prevent disclosure of the Documentation. Neither You nor your representatives will use such Documentation for any purpose other than stated herein. You shall not use the Documentation in any manner adverse to, or to the detriment of, Property Owner or its affiliates. Any unauthorized disclosure or use of the Documentation by any of your representatives shall be deemed to be an unauthorized disclosure or use by You.
5. If you do not purchase the Property, then all Documentation furnished to you shall be returned to and shall be returned to the Owner through its Listing Broker and no copies thereof shall be retained by you.
6. The conditions of this Confidentiality Agreement are not intended to and shall not cover any information which is generally known within the real estate industry or which is public knowledge.
7. The Documentation is the property of Property Owner. Nothing in this Agreement conveys any property interest in the Documentation disclosed by or provided by Property Owner. Property retains ownership of the Documentation, including any intellectual property rights attending thereto. The disclosure of Documentation by Property Owner and its affiliates grants no licenses, by implication or otherwise, to You or your representatives under or with respect to any patent, copyright, trademark, trade secret or other rights of Property Owner or its affiliates.
8. In the event that You are required (in connection with any third-party legal proceedings, whether by motion, interrogatory, request for information or documents, subpoena, civil investigation, demand or similar process) to disclose any Documentation, You must provide Property Owner with prompt notice of such request (if legally permitted) so that an appropriate protective order can be sought, if deemed necessary by Property Owner. If in the absence of a protective order or the receipt of a waiver hereunder You are nonetheless compelled to disclose any of such information or else stand liable for contempt or suffer other

censure or penalty, You may disclose only that portion of the Documentation which it is legally compelled to disclose and will exercise its best efforts to obtain assurance that confidential treatment will be accorded to that portion of the Documentation which is being disclosed. In any event, You will not oppose and will fully cooperate with any action by Property Owner to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Documentation.

9. Linda Daniels & Associates, LLC . is acting as Owner's Listing Broker in this transaction.

10. You are acting as a Buyer and Buyer's Broker in this transaction.

11. Neither Listing Broker, Buyer's Broker nor any prospective Buyer or party to this transaction or Property shall issue any press release or brochure or make any public statement, announcement, or disclosure of rent roll, purchase or asking price for the Property or the status of negotiations conducted in connection therewith without Owner's prior written approval. Prior to entering into discussions or negotiations with any individual, entity, or party, Buyer and Buyer's Broker both agree to obtain a Confidentiality Agreement to these confidentially provisions utilizing this Confidentiality Agreement and delivering to Owner's Listing Broker.

12. You will not contact the Property Owner without written permission from Listing Broker.

13. All documents, reports, or materials provided to you from the Owner or Listing Broker are provided as information only and there are no representations and warranties whatsoever.

14. The terms and conditions of this Agreement shall survive any return of Documentation furnished pursuant to this Agreement, cancellation of any contract arising regarding the Property, or otherwise unless and until You acquire fee simple title to the Property from Property Owner.

15. You shall indemnify and hold harmless Property Owner, its affiliates and their respective directors, officers, employees, agents, advisors, and other representatives from and against any and all losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) caused by or arising out of any breach of this Agreement by You or any breach for which You are responsible hereunder, and any and all actions, suits, proceedings, claims, demands or judgments incident thereto.

16. You acknowledge and agree that, due to Property Owner's interest in the Documentation, it is impossible to measure in money the damages that will accrue to Property Owner in the event of Your breach of this Agreement, and money damages cannot fully compensate Property Owner in the event of Your breach of this Agreement. Property Owner, upon application to a court of competent jurisdiction, will be entitled to enjoin You from a breach (or threatened breach) of this Agreement without the need to provide a bond. Such injunction will not limit Property Owner's right to obtain other remedies available under applicable law. In the event any injunction is granted which is subsequently reversed or rescinded, Your sole remedy shall be the dissolution of the injunction upon an appropriate hearing and, if You are the prevailing party, an award of attorneys' fees and costs to You as provided below. You waives any claims for damages (other than Your right, if it is the prevailing party, to an award of attorney's fees and costs as set forth below) as a result of the issuance of an injunction.

17. In the event that either party is required to retain the services of an attorney to enforce this Agreement or to defend against any cause of action, claim, or counterclaim brought by the other party pursuant to this Agreement, then the prevailing party shall be entitled to recover

the attorneys' fees and costs which it has incurred, in addition to other remedies to which it is entitled under applicable law, unless the adjudicator specifically finds that neither party is the prevailing party.

18. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida. The state and federal courts with jurisdiction over St. Johns County, Florida, shall have jurisdiction in the event of any dispute concerning this Agreement
19. In the event that one or more of the provisions of this Agreement are rendered void or unenforceable, no other provision shall be affected. If any provision is found too broad to be effective, that provision shall be enforced to the maximum extent possible. Any changes or modifications to this Agreement must be in writing and acknowledged and agreed to by the parties. The waiver by Property Owner of any breach of this Agreement shall not be construed as a waiver of any other breach or default of the same or any other terms or conditions of this Agreement. Lack of enforcement by Property Owner of any term or provision of this Agreement shall not operate as a waiver and shall not Property Owner from subsequently demanding strict compliance therewith. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Counterparts. This Confidentiality Agreement may be executed in one or more counterparts, each of which shall be deemed an original document and evidence of the execution of this Confidentiality Agreement by the party signing such counterpart, but all of which shall constitute one and the same document. Facsimile, email, or other digital copies of signatures on the Confidentiality Agreement shall be deemed to be originals.

Signatures:

If the foregoing is agreeable to you, please execute a copy of this Confidentiality Agreement where provided below and return to Linda L. Daniels, Linda Daniels & Associates, LLC for transmission to Owner.

AGREED AND ACCEPTED BY:
BUYER:
Name
Address

149 By signing this agreement _____
150 acknowledges and agrees with the facts stated in this Confidentiality Agreement and confirms the
151 individual is authorized to sign on behalf of
152 or any of its affiliates, successors, or assigns.

Buyer:	
BY:	DATE:
PRINTED NAME	PRINTED TITLE

153

BUYER'S BROKER:
Company Name
Address

154

155 By signing this agreement _____ acknowledges and agrees with the facts stated in this
156 Confidentiality Agreement and confirms the individual is authorized to sign on behalf of
157 _____ or any of its affiliates, successors, or assigns.

158 BY: _____ DATE: _____
159 Name PRINT Name and TITLE Buyer's Broker

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161 Sign and return to:

162 Linda L. Daniels, CCIM

163 Linda Daniels & Associates, LLC

164 Email: ldaniels@lindadaniels.com