



**MAINSTREET ORGANIZATION OF REALTORS®
CONFIDENTIALITY AGREEMENT**



1 This Confidentiality Agreement (hereinafter referred to as “Agreement” is dated _____, 20 ____
2 by and between:

3 _____ (hereinafter referred to as “Seller”) and _____
4 (hereinafter) referred to as “Proposed Buyer”). Seller and Proposed Buyer are sometimes referred to herein
5 as the “Parties”.

6 Seller and Proposed Buyer are considering a possible transaction for the transaction for the sale and purchase
7 (hereinafter “Transaction”) of certain residential real estate (hereinafter referred to as the “Real Estate”) that
8 is owned by Seller and commonly known as: _____ (Address).

9 In connection with the Transaction, either or both Parties have requested that either or both Parties’ identity
10 and other information pertinent to the Transaction and hereinafter described remain confidential and not be
11 disclosed to the public.

12 For and in consideration of the mutual covenants and agreements contained in this Agreement and other valuable
13 consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

14 A. Absent the express written consent of both Parties, each of the Parties hereto agrees to refrain from disclosing
15 to any third party (other than that Party’s Attorney), and to keep confidential, the following information:

- 16 1. The identity of the Proposed Buyer;
- 17 2. The identity of the Seller;
- 18 3. The amount of any and all offers and counter-offers, whether disclosed orally or in writing;
- 19 4. The terms of the financing, if any, contained in Proposed Buyer’s offer or offers;
- 20 5. Any other relevant conditions, including but not limited to the sale or closing of the sale of
- 21 Proposed Buyer’s real estate, contained in Proposed Buyer’s offer or offers;
- 22 6. The motivation of the Parties to enter into the Transaction;
- 23 7. Nothing herein shall prevent either Party from disclosing the existence of Proposed Buyer’s
- 24 offer, unless initialed on Line 25.

25 _____ / _____ Each Party further agrees to refrain from disclosing the existence of Proposed
26 Buyer’s offer.

27 B. Each and every covenant and agreement on the part of the Party hereto contained in this Agreement
28 shall be binding upon, and shall inure to the benefit of, that Party’s Brokerage, including, but not limited
29 to, the Designated Managing Broker and the licensee that is the Designated Agent of such Party.

30 C. This Agreement is intended to survive the negotiations described in the preamble above (whether or
31 not the Transaction closes), and shall be binding upon, and shall inure to the benefit of, the Parties to
32 hereto, their agents, attorneys, other service providers, successors and assigns; provided, however,
33 that nothing in this Agreement shall be construed as preventing the disclosure of required information
34 to any Multiple Listing Service to which the Brokers for the respective Parties are members or
35 subscribers, or to such other entities as may be required by law.

36 D. In the event of breach of this Agreement, the non-breaching Party shall be entitled to any and all
37 remedies available against such breaching Party at law or in equity.

38 E. In the event that a Party files suit to enforce the terms and conditions of this Agreement, the prevailing
39 Party in such litigation shall be entitled to an award of court costs and reasonable attorney’s fees from
40 the non-prevailing Party, as determined by a court of competent jurisdiction.

41 **THIS AGREEMENT CONSTITUTES A LEGALLY BINDING AGREEMENT AND THE PARTIES**
42 **ARE CAUTIONED TO SEEK LEGAL ADVICE PRIOR TO SIGNING.**

43 IN WITNESS WHEREOF, the Parties have executed this Agreement on the date above written.

44 _____
45 Buyer Name (Print) Buyer Signature

46 _____
47 Date

48 _____
49 Buyer Name (Print) Buyer Signature

50 _____
51 Date

52 _____
53 Seller Name (Print) Seller Signature

54 _____
55 Date

56 _____
57 Seller Name (Print) Seller Signature

58 _____
59 Date

60 _____
61 Buyer Agent/Broker Name (Print) Buyer Agent/Broker Signature

62 _____
63 Date

64 _____
65 Listing Agent/Broker Name (Print) Listing Agent/Broker Signature

66 _____
67 Date

68 **ONCE EXECUTED, A COPY OF THIS AGREEMENT SHALL BE FURNISHED TO THE LEGAL**
69 **REPRESENTATIVES OF BOTH PARTIES.**

Proposed Buyer requests verification that the content of this Agreement was presented to Seller.

Seller's Rejection: The content of this Agreement was presented to Seller on ____/____/20____ at ____:____ a.m./p.m. and rejected on ____/____/20____ at ____:____ a.m./p.m. ____ [SELLER INITIALS]