

CONFIDENTIALITY AGREEMENT (PRINCIPAL)

THIS CONFIDENTIALITY AGREEMENT (“Agreement”) is made and agreed to by _____
 (“Prospective Purchaser”) regarding the property known as Brynwood on the River, 710 Moraine Avenue, Estes Park CO (the “Property”).

WHEREAS Prospective Purchaser has requested information for the purpose of evaluating a possible acquisition of the Property (the "Information"). The Seller’s Agent will make arrangements to deliver the Information, solely for Prospective Purchaser's limited use in connection with evaluation of the Property for acquisition and for no other user or use.

NOW THEREFORE Prospective Purchaser, for good and valuable consideration given to Prospective Purchaser, the receipt and sufficiency of which is hereby acknowledged, hereby enter into this Confidentiality Agreement and covenant and agree as follows:

1. The obligation of confidentiality undertaken pursuant to this Agreement shall continue in perpetuity. This Agreement supersedes any and all prior or contemporaneous agreements, whether written or oral. A faxed copy of an executed counterpart copy of this Agreement shall be deemed an original for purposes of enforcement hereof and all other purposes.
2. Prospective Purchaser hereby covenants with Seller that Prospective Purchaser and Prospective Purchaser's agents and representatives shall not, without the prior written consent of Seller (which consent may be withheld in Seller’s sole and absolute discretion), disclose to any other person or entity by any means whatsoever, the Information, the contract or purchase agreement (if any), or any oral or written communications concerning the Property.
3. If Prospective Purchaser is a corporation, partnership, limited liability company or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who have need to know of the Information, and who are specifically aware of this Agreement and agree to honor it.
4. This Agreement applies to all Information received, now or in the future, which is not readily available to the general public. Prospective Purchaser understands that all information shall be deemed confidential, valuable and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm. In the event of any breach of this Agreement, Seller’s Agent shall be entitled to any and all remedies available under the law or equity.
5. Prospective Purchaser shall not contact directly any persons concerning the Property, other than the Seller’s Agent, without Seller’s written permission. Such persons include, without limitation, tenants, tenant’s employees, tenant's suppliers and tenant’s franchisor, if any. A breach of this provision will be deemed to be a direct breach of this Agreement.
6. Seller makes no representations or warranty, express or implied, as to the accuracy or completeness of any Information provided. Prospective Purchaser assumes full and complete responsibility for recognition and verification of all Information received and expressly waives all rights of recourse against Seller with respect to the same. Prospective Purchaser acknowledges and agrees that the Property offered for sale by Seller is "AS IS," "WHERE IS," and "WITH ALL FAULTS."
7. Prospective Purchaser shall not, without prior written consent or approval of Seller (which may be given or withheld in Seller’s sole and absolute discretion), be entitled to assign this Agreement or any rights hereunder to any person or entity whatsoever. Seller shall be free to assign this Agreement and any or all of its rights hereunder without Prospective Purchaser's consent.
8. In the event that (i) a contract for sale and purchase is not entered into by and between Seller and Prospective Purchaser within forty-five (45) days after the last party to execute this Agreement has executed this Agreement or (ii) such contract has been entered into within such period but a closing thereunder has not occurred on or before the closing date set forth in such contract, Prospective Purchaser shall, within ten (10) days after the expiration of the applicable period, return to Seller’s Agent the original and all photocopies of the Information.
9. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective heirs, personal representatives, successors and permitted assigns.

PROSPECTIVE PURCHASER:

Name: _____ Address: _____
Telephone: _____ E-mail: _____
By: _____ Title: _____ Date: _____

SELLER’S AGENTS:

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| Verus Commercial, Inc. 1740 Windham Drive Estes Park, CO 80517 970-586-2448 thom.verus@outlook.com | First Colorado Realty 523 S Saint Vrain Estes Park, CO 80517 970-586-3333 Fax 970-586-1665 christian@firstcoloradorealty.com |
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