

**CONFIDENTIALITY NON-DISCLOSURE AGREEMENT**

This Confidentiality Non-Disclosure Agreement ( this “ Agreement”) is made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”) between BNP Moab, LLC (the “Owner”) and \_\_\_\_\_ (the “Recipient”).

1. **Purpose.** The parties wish to disclose certain Confidential Information, as defined below, in connection with the potential purchase by Recipient of property owned by Owner located at 166 South 400 East, Moab, UT 84532 (the “Property”).

2. **Definition of Confidential Information.** Confidential Information means all information or material disclosed by Owner that should reasonably be understood by Recipient, by legends or other markings, or the nature of the information itself, to be proprietary and confidential to the Owner, including without limitation, all business document, financial data, forecasts, and records containing or otherwise reflecting information concerning the Owner which is not otherwise available to the general public, business plans, customer and prospect lists, property expenses, and methods of operation. Confidential Information does not include information that is (i) publicly known or subsequently becomes publicly known through no fault of Recipient; (ii) is discovered or created by Recipient before disclosure by Owner; (iii) learned by Recipient through legitimate means other than from the Owner; or (iv) is disclosed by the Recipient with the Owner’s prior written approval.

3. **Obligation of Non-Disclosure.** Recipient agrees that all Confidential Information will be used solely to evaluate the purchase of the Property and will keep the said information confidential. All Confidential Information provided to Recipient, whether directly from Owner, or by Berkshire Hathaway HomeServices Utah Properties, the listing agent of the Owner on behalf of and at the direction of Owner, have been prepared by Owner. Recipient agree that neither Owner nor any agent of Owner has made any representations or warranties, expressed or implied, as to the accuracy or completeness of the Confidential Information and none of them shall have any liability to Recipient, or any agent of Recipient, resulting from Recipient’s receipt or use of the Confidential Information. Recipient hereby assumes the obligation to verify all information during the Due Diligence Process and may wish to have such documents analyzed by Legal Counsel and/or tax or other advisor. Recipient hereby acknowledges there is no certainty to future value, continued income or future expenses. All valuations are the responsibility of the Recipient.

4. **Third Party Disclosure.** No Confidential Information may be disclosed to any third party other than those directly involved in Recipient’s potential purchase of the Property, without advance written permission of Owner.

5. **Retention of Documents.** Confidential Information may not be duplicated and Recipient agrees to destroy said information in the event Recipient ceases to have any interest in purchasing the Property.

**OWNER:**

BNP Moab, LLC  
(Printed Name)


**RECIPIENT:**

\_\_\_\_\_  
(Printed Name)

--

**RECIPIENT’S BUYERS AGENT:**

Buyer’s Agency \_\_\_\_\_

Buyer’s Agent Name \_\_\_\_\_  
(Printed Name)

Buyer’s Agent