

# COMMERCIAL REAL ESTATE NON-DISCLOSURE AGREEMENT

**1. The Parties.** This Commercial Real Estate Non-Disclosure Agreement, hereinafter known as the "Agreement", made this \_\_\_\_ day of January ,2026\_\_\_\_ between:

Potential Buyer/Tenant: \_\_\_\_\_, hereinafter known as the "Interested Party".

Landlord agent: \_Antonio B Brown , hereinafter known as the "Landlord/agent".

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 Interested Party's consideration of a possible purchase or lease of the Landlord's real estate located at 2342/2354 Surfside Blvd, City of Cape Coral, State of Florida, hereinafter known as the "Property", the Parties agree to the following terms and conditions:

**3. Genuine Interest.** The Interested Party is genuinely interested in purchasing or leasing the Property from the Landlord.

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

**5. Confidential Information.** The Interested Party 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 Interested Party's evaluation for a possible purchase or lease. 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, Interested Party 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.** Interested Party agrees not to contact the Property or Business employees, suppliers, or customers except through the Agent or Landlord. Interested Party 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 Florida and shall survive the closing of any Agreement between Interested Party and Landlord for a period of xxxxx months 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 Interested Party as well any successful transaction between Interested Party 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. Interested Party 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 Interested Party 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 Interested Party 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.

## General Provisions

**A. Entire Binding Agreement.** This Agreement sets forth the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. This Agreement may only be amended or modified by a writing signed in advance by the parties. This Agreement is binding upon the successors, assigns and legal representatives of the parties, and protects Confidential Information of any successors or assigns of the Seller.

**B. Remedies.** The Buyer understands and agrees that failure to perform any and all obligations hereunder, or failure to comply with any terms or conditions hereof, could cause the Seller irreparable harm for which monetary damages are not adequate compensation. Accordingly, the Seller shall be entitled to injunctive relief to specifically enforce the terms of this Agreement, in addition to any other remedies available to it at law or in equity.

**C. Accuracy.** Seller makes no representations or warranties with respect to the accuracy or completeness of the Confidential Information or otherwise under this Agreement, and hereby disclaims all implied warranties. Buyer agrees not to hold liable the Seller, Agent nor any other representative arising from the use or disclosure of the Confidential Information.

**D. Contact.** Buyer shall not contact any of the Property's employees, suppliers, customers or tenants, nor enter into any discussion with the above-mentioned, at the Property without the express written permission of the Seller.

**E. Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be eliminated or limited to the minimum extent such that the legality, validity and enforceability of the remaining provisions will not be affected or impaired.

**F. Non-waiver.** No delay or failure by a party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.

**G. Breach.** The Parties acknowledges that any breach of this Agreement by it or its Representatives, including, without limitation, any disclosure or use by it or its Representatives of Information provided hereunder will cause irreparable harm and that no remedy at law will

adequately compensate for such breach. Accordingly, the breached party will have the right to seek injunctive relief with respect to any such breach or threatened breach of this Agreement.

**H. Governing Law/Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida without reference to its choice of law rules and as if wholly performed within the State. Any litigation regarding the interpretation, breach, or enforcement of this Agreement will be filed in and heard by the state or federal courts with jurisdiction to hear such disputes in the State and both parties hereby submit to the jurisdiction of such courts. Venue shall be proper only in Orange County, Florida

**I. Prevailing Party.** If any litigation is brought by either party regarding the interpretation or enforcement of this Agreement, the prevailing party will recover from the other all costs, attorneys' fees and other expenses incurred by the prevailing party.

IN WITNESS WHEREOF, the parties hereto understand and agree to the terms and conditions herein and have executed this Agreement as of the dates written below.

**Interested Party's Signature** \_\_\_\_\_ Date \_\_\_\_\_

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