



South Office: 2300 S. Atherton Street, PO Box 4000, State College, PA 16801 | office: (814) 234-4000 | toll free: (800) 876-3395 | fax: (814) 234-1332

# CONFIDENTIALITY AGREEMENT

This agreement shall serve as a binding confidentiality agreement by and between the potential buyer(s) and the seller(s) of the property/business in question.

Property Address

Both parties hereby mutually agree to comply with the confidentiality procedures specified below as a condition of receipt of the confidential documents.

- 1.) The information in any conversation or documents provided will be used for the sole purpose of considering a business proposition of mutual interest to both parties.
- 2.) The information in the documents will not be communicated to anyone orally or in writing, in whole or in part, to the parties regarded in this agreement.
- 3.) The potential buyer(s) may share this information with immediate family members, a certified public accountant, a licensed legal advisor, and a personal lender. The seller(s) may not disclose the identity of the potential buyer(s) until such time as a bidding purchase agreement is in place.
- 4.) If either party wishes to use any documents provided in a manner other than those permitted above, they may only do so with prior written consent.
- 5.) The above terms shall apply to all verbally communicated confidential data as well as all written documents.
- 6.) Any financial information and any subsequent data supplied by either party is deemed to be accurate, honest, and released for the purpose of evaluating a purchase.
- 7.) All parties agree that if either breaches any of the above confidentiality agreement procedures, the non-breaching party will have the right to seek legal remedy and any sustained monetary damages, including reasonable attorney's fees.

\_\_\_\_\_  
Buyer(s) Real Estate Agent

\_\_\_\_\_  
Buyer(s) Name

\_\_\_\_\_  
Realtor Signature

\_\_\_\_\_  
Buyer(s) Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date