

BROKER – CONFIDENTIALITY/REGISTRATION AGREEMENT EXCLUSIVE

THIS CONFIDENTIALITY AGREEMENT (“Agreement”) is made and agreed to by Haymaker/Bean Commercial Real Estate (“Broker”), and _____ (“Co-op Agent”) regarding the property known as 2333 Alexandria Drive, Lexington, KY 40504 (“Property”). The obligation of confidentiality undertaken pursuant to this Agreement shall survive the terms of the Broker’s listing agreement with the Owner.

CO-OP AGENT HAS REQUESTED information from Broker for the purpose of evaluating a possible acquisition of the Property. The Owner of the property has instructed Broker to deliver information concerning the Property, much of which is highly confidential, only to those potential Co-op Agents who sign this Agreement.

THE PARTIES AGREE, in consideration of the covenants and agreements contained herein, as follows:

1. Co-op Agent will not disclose, duplicate information provided, permit the disclosure of, release, disseminate or transfer, any information obtained hereunder (“Information”) to any other person or entity that has not been registered with Broker.
2. If Co-op Agent 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 person within the entity who have need to know of the Information, and who are specifically aware of the Agreement and agree to honor it.
3. This Agreement applies to all Information received from Broker, now or in the future, which is not readily available to the general public. Co-op Agent 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 to Owner and Broker.
4. All information shall be used for the sole purpose of evaluation the potential acquisition of the Property, and it shall not at any time, or in any manner, be used for any other purpose.
5. Co-op Agent shall not contact directly any persons concerning the Property, other than Listing Broker. Such persons include, without limitation, Owner’s employees, suppliers and tenants.
6. Co-op Agent acknowledges that it is not a principal and is acting as an agent. Co-op Agent is representing the Buyer in this transaction and Broker represents the Seller in this transaction.
7. Neither Broker nor Owner make any representations or warranty, express or implied, as to the accuracy or completeness of any information provided by them. Co-op Agent assumes full and complete responsibility for reconfirmation and verification of all Information received and expressly waives all rights of recourse against Owner and Broker with respect to the same.
8. The Persons signing on behalf of Co-op Agent and Broker represent that they have the authority to bind the party for whom they sign.
9. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky in which the property lies.
10. The Broker agrees to pay Co-op Agent, signed below, one point seventy five percent (1.75%) of the purchase price (exclusive of marketing and/expenses) upon closing and payment from Seller if Co-op Agent’s Registered Buyer closes on and takes title to the property.
11. Co-op Agent is registering - _____.

CO-OP AGENT: Print Name: _____

Co-Op Agent’s Client: _____

Company Name: _____

By: _____

Address: _____

Print Name: _____

Phone: _____

Its: _____

Email: _____

Signature: _____

BY: Signature: _____

Title: _____

Date: _____

Date: _____