



## Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement (the "Agreement") is entered into between Smith & Associates Real Estate, LLC and its agents (the "Listing Broker"); \_\_\_\_\_ ("Prospect"); and \_\_\_\_\_ and its agents ("Prospect's Broker") related to the real property or business opportunity (collectively, "Property") described as: 2700 East Bay Dr, Largo, FL 33771.

1. **Confidentiality.** Prospect and Prospect's Broker acknowledge that all information and materials provided by Listing Broker regarding the Property is confidential and may not be used for any purpose other than evaluation of a potential purchase or lease of the Property. Prospect's and Prospect's Broker's dissemination of any information and materials provided by Listing Broker will be limited to attorneys, accountants, banking representatives, and/or business advisors directly involved with the evaluation of the Property. In the event the transaction is not consummated, Prospect and Prospect's Broker will refrain from using any information and materials provided by Listing Broker for any purpose and will, upon request, immediately return such information and materials to Listing Broker.

2. **Non-Disclosure.** Listing Broker, Prospect, and Prospect's Broker agree not to disclose to any other person the fact that any discussions or negotiations are taking place regarding the Property, the facts involved in any such discussions or negotiations, or the actual or potential terms of any transaction involving the Property.

3. **Non-Circumvention.** Prospect and Prospect's Broker agree not to contact any persons involved in the ownership, operation, and management of the Property (including the owner, landlord, tenants, employees, or customers) except through Listing Broker. Prospect and Prospect's Broker further agree not to circumvent or interfere with Listing Broker's contract with the owner or landlord of the Property in any way.

4. **Verification of Data.** No representation is made by Listing Broker as to the accuracy of the information and materials provided. Prospect and Prospect's Broker agree to thoroughly review and independently verify the information and materials provided. Listing Broker advises Prospect and Prospect's Broker to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated.

5. **Disputes.** This Agreement shall be governed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Hillsborough County, Florida in any action arising out of or relating to this Agreement. In any litigation arising out of this Agreement, the prevailing party will be entitled to recover from the non-prevailing party reasonable attorney's fees, costs, and expenses.

6. **Injunctive Relief.** Any misappropriation or disclosure of Confidential Information in violation of this Agreement will cause Listing Broker irreparable harm. In the event of a breach of this Agreement, Listing Broker will be entitled to all remedies provided by law, including but not limited to preliminary and permanent injunctive relief.

7. **Term.** This Agreement will terminate \_\_\_\_\_ years (if blank, then 1 year) after the conclusion of any discussions or negotiations regarding the Property.

8. **Entire Agreement.** This Agreement expresses the complete understanding of the parties with respect to its subject matter and supersedes all prior agreements, representations, and understandings. This Agreement may not be modified except in a writing signed by all parties.

9. **Miscellaneous.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties. Neither party may assign its rights or delegate its duties under this Agreement without the other party's prior written consent. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party against whom the waiver is being enforced.

**Listing Broker**

Smith & Associates Real Estate, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**Prospect**

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**Prospect's Broker**

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_