



# CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

*Commercial Real Estate Property*

*This Confidentiality and Non-Disclosure Agreement (Agreement) is entered into as of \_\_\_\_\_<sup>\*\*\*</sup>, 20<sup>\*\*\*</sup>, by and between:*

*Ridge Manor Court Holdings, LLC*

*Address: 8 Seneca Road  
Niskayuna, NY 12309*

*and*

*Recipient / Prospective Purchaser:*

*Company (if applicable): \_\_\_\_\_  
Address: \_\_\_\_\_*

**Collectively referred to as the Parties.**

## 1. Purpose

*Recipient has expressed an interest in evaluating the potential purchase of certain commercial real estate owned by Seller located at:*

*Ridge Manor Court  
Niskayuna, NY 12309*

*In connection with this evaluation, Seller may provide certain financial, operational, and tenant-related information concerning the property (RIDGE MANOR COURT HOLDINGS, LLC). The purpose of this Agreement is to protect the confidentiality of such information.*

## 2. Definition of Confidential Information

*Confidential Information includes, but is not limited to:*

- Rent rolls*
- Lease agreements and amendments*
- Financial statements and operating reports*
- Utility expenses and operating costs*
- Vendor contracts and service agreements*
- Tenant information and contact details*
- Capital improvement and maintenance records*
- Marketing packages or offering memorandum containing financial data*
- Any analyses, summaries, notes, or reports derived from such materials*

*Confidential Information may be provided verbally, electronically, or in writing.*

## 3. Use of Information

*Recipient agrees that Confidential Information will be used solely for the purpose of evaluating a potential purchase of the property and for no other purpose.*

#### **4. Non-Disclosure**

*Recipient agrees not to disclose Confidential Information to any third party without the prior written consent of Seller, except to:*

- *Attorneys*
- *Accountants*
- *Lenders*
- *Financial advisors*
- *Partners or investors directly involved in evaluating the acquisition*

*Recipient agrees to inform such parties of the confidential nature of the information and shall remain responsible for any breach of this Agreement by those parties.*

#### **5. Distribution Restriction**

*Recipient acknowledges that the Confidential Information is proprietary and valuable. Recipient agrees that it shall **not distribute, reproduce, forward, or otherwise share any portion of the Confidential Information** with any third party except those directly involved in evaluating the potential acquisition of the property.*

*Recipient further agrees that such information shall **\*\*not be shared with competing property owners, brokers, investors, or investment groups without the prior written consent of Seller.***

#### **6. Competitive Use Restriction**

*Recipient agrees that it shall not use the Confidential Information, directly or indirectly, for any purpose other than evaluating the potential purchase of the property.*

*Recipient further agrees not to use the Confidential Information to compete with Seller, including but not limited to:*

- *Soliciting tenants of the property*
- *Using rental rate information to compete with the property*
- *Using operational or financial data to benefit competing properties owned or operated by Recipient or its affiliates*

#### **7. Tenant Non-Solicitation**

*Recipient agrees that it shall not directly or indirectly contact, solicit, negotiate with, or attempt to enter into any agreement with any tenant of the property regarding their tenancy without the prior written consent of Seller.*

*Recipient further agrees not to interfere with the existing landlord-tenant relationships at the property.*

#### **8. No Contact with Tenants, Vendors, or Property Personnel**

*Recipient agrees that it shall not contact or communicate with any:*

- Tenants
  - Property managers
  - Vendors
  - Contractors
  - Employees or representatives associated with the property
- regarding the property without the prior written consent of Seller.

## **9. Property Access and Site Visits**

Recipient agrees that it shall not visit, inspect, or enter the property without prior authorization from Seller or Seller's authorized representative.

All inspections and visits shall be conducted only at scheduled times and in a manner that does not disrupt tenants or property operations.

Recipient further agrees not to discuss the potential sale of the property with tenants or vendors.

## **10. Broker Protection**

Recipient acknowledges that the property may be offered for sale through a licensed real estate broker representing the Seller. **Note: Broker is Owner.**

Recipient agrees not to circumvent Seller or Seller's broker in connection with the potential purchase of the property and agrees that all discussions, negotiations, and offers shall be conducted through Seller or Seller's designated broker.

## **11. Return or Destruction of Confidential Information**

If Recipient elects not to pursue the purchase of the property, or upon written request from Seller, Recipient agrees to promptly return or destroy all Confidential Information received, including copies, notes, summaries, or analyses derived from such materials.

## **12. No Representation or Warranty**

Seller makes no representation or warranty regarding the accuracy or completeness of the Confidential Information provided. Recipient agrees to rely solely on its own independent investigation and due diligence.

## **13. Term**

The obligations of this Agreement shall remain in effect for **three (3) years** from the date of execution.

The provisions relating to **tenant non-solicitation, competitive use, and confidentiality** shall survive termination of this Agreement.

## **14. Remedies**

Recipient acknowledges that unauthorized disclosure or misuse of Confidential Information may cause irreparable harm to Seller. Seller shall be entitled to seek **injunctive relief, damages, and any other remedies available under law.**

**15. Governing Law**

*This Agreement shall be governed by and construed in accordance with the laws of the State of New York.*

**16. Entire Agreement**

*This Agreement represents the entire understanding between the Parties regarding the confidentiality of information provided and supersedes all prior discussions or agreements relating to such subject matter.*

**17. Electronic Signatures**

*This Agreement may be executed in counterparts and delivered by electronic signature, including but not limited to **\*\*PDF or electronic signature platforms\*\***, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.*

**18. No Assignment**

*Recipient may not assign or transfer its rights under this Agreement to any other person or entity without the prior written consent of Seller. Any attempted assignment without such consent shall be deemed null and void.*

**Signatures:**

**Seller / Owner**

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Recipient / Prospective Purchaser**

*Recipient acknowledges that it has read and understands this Agreement and agrees to be bound by its terms prior to receiving any confidential financial information relating to the property.*

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

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_