

## Confidentiality Agreement

In consideration of the mutual covenants herein, \_\_\_\_\_ (“Seller”) and \_\_\_\_\_ (“Buyer”) make this Agreement.

A. Seller is the owner of real property located at \_\_\_\_\_ (the “Property”). Buyer desires to make an offer to purchase the Property.

B. In making its decision whether or not to purchase the Property, Buyer need the following type of information from Seller: \_\_\_\_\_

\_\_\_\_\_

(hereinafter, “Seller’s Confidential Information”).

C. Seller’s Confidential Information is highly sensitive and its release or use could be extremely detrimental to Seller. Nevertheless, Seller is willing to release the information to Buyer based upon Buyer maintaining strictest confidence.

Therefore, in consideration of the mutual covenants herein, Seller and Buyer agree as follows:

1. Buyer warrants that Buyer’s offer to purchase is made in good faith.

2. Buyer promises not to disclose any of Seller’s Confidential Information to any person or entity, except the following persons who are assisting Buyer in assessing the feasibility of the Property for Buyer’s intended use: \_\_\_\_\_ (“Buyer’s Assistants”).

Buyer shall advise Buyer’s Assistants of this Agreement.

3. Buyer promises to exercise the utmost degree of care to avoid dissemination of Seller’s Confidential Information beyond what is authorized under paragraph 2.

4. Seller’s Confidential Information shall only be used for Buyer’s good determination of whether or not to purchase the Property.

5. Buyer promises to hold harmless, indemnify, and defend Seller against any claims, suits, damages, or causes of action as a result of Buyer’s breach of this Agreement.

6. Buyer shall be legally liable to Seller for any dissemination or use of Seller’s Confidential Information by Buyer’s Assistants that is contrary to the intentions of this Agreement, just as if Buyer had directly engaged in such improper dissemination or use.

7. In the event of any breach of this Agreement, Seller shall have a cause of action against Buyer for monetary damages, injunctive relief, and any other relief available at law or in equity.
8. In the event of any dispute or litigation concerning the subject matter of this Agreement, the prevailing party shall be entitled to an award of its costs, disbursements and reasonable attorney's fees against the non-prevailing party.

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

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

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

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

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