



Confidentiality Agreement

Property Address(s):

Client:

Agent: McLaughlin Investments, Inc.

Owner and/or Agent have made available for review certain information (“Confidential Information”) concerning the above referenced property upon the execution of this Confidentiality Agreement. The Confidential Information is intended solely for your own limited use in considering whether to pursue negotiation to acquire the referenced property. This is not an agreement to sell the property, nor an offer of sale. No agreement shall be binding upon the Owner of the property or any of its associates or affiliated companies that shall be deemed to exist, at law or equity, until the Owner of the property enters into a formal binding purchase and sales agreement.

A portion of the Confidential Information contains selected information pertaining to the business affairs of the Owner and has been prepared from information supplied by the Owner and/or Agent(s). This Confidential Information does not purport to be all-inclusive or contain all of the information which prospective purchaser may desire. The Owner or agent makes no representation or warranty whatsoever, either expressed or implied, with respect thereto.

By executing this Confidentiality Agreement, you agree that the information provided (verbally or written) that is not available in the public market place is confidential, that you will hold and treat it in the strictest of confidence, and that you will not disclose or permit anyone else to disclose the information to any person, firm or entity without prior written authorization of the Owner or Agent, except that the information may be disclosed to your partners, employees, legal counsel, lenders and consultants, as necessary, in which event you shall be liable to Owner or Agent if any such person or entity fails to maintain such confidence or discloses such information to any other person or entity without either prior authorization of Owner or Agent pursuant to a court order.

Owner expressly reserves the right, at its sole discretion, to reject any and all proposals or expressions of interest in the property and to terminate discussions with any party at any time with or without notice. If you do not wish to pursue acquisition negotiations, you hereby agree to return the Confidential Information herein to Owner or Agent within a reasonable time period. Owner and his Agent is the sole intended beneficiary of the terms of this Confidentiality Agreement. You hereby agree to fully indemnify and hold harmless the Owner and its Agent for any and all damages that may occur as a result of your failure to abide by the terms hereunder, including without limitation, reasonable attorneys fees and court costs.



As Exclusive Agent, McLaughlin Investments, Inc. may cooperate with properly licensed Real Estate Buyers' Brokers, at its sole discretion; A) who properly register their prospective buyer client(s) in advance of B) whose commission is paid solely by their prospective buyer client(s), C) whom agree to indemnify Owner and Agent for said fee D), execute and abide by this Confidentiality Agreement and E) attend all showings, inspections and or meetings, unless otherwise agreed upon in writing by McLaughlin and third party agent.

Upon receipt of marketing material(s), whether authorized or non authorized, buyer or third party recipient accepts all terms of this Confidentiality Agreement. In the event buyer or recipient provides or discloses information to non authorized third parties, or shares the proprietary website access code to the marketing information with non-authorized third parties, buyer and or recipient shall remain liable for third party actions.

Buyer, Buyer Agent and or Nominee agree to Non-Circumvention of Agent for a period of two years from the date hereof. Buyer unconditionally agrees not to circumvent, avoid, bypass, or obviate, in any manner whatsoever, McLaughlin/ Agent directly or indirectly, in relation to the sale of referenced property(s). In the event buyer, buyer broker or nominee circumvent Agent, then Agent will be entitled to damages and/or injunctive relief as may be granted by a court of competent jurisdiction, including but not limited to reasonable attorneys fees and costs.

Accepted and agreed to this _____ day of _____, 201_____.

Buyer signature: _____
Name (Printed):
Title:
Company:
Address:
Phone Number: ()
Email:

Buyer Broker signature: _____
Name (Printed)
Title:
Company:
Address:
Phone Number: ()
Email: