

CONFIDENTIALITY AGREEMENT
(Non-Disclosure)

I, _____, here in after referred to as Buyer(s), acknowledges that he/she has been informed of the availability for sale of the property identified as _____ by the Broker, BCV Commercial Real Estate & Business Brokers.

The seller requests that a Non-Disclosure Agreement and evidence of you, the potential buyer(s) financial ability to purchase before disclosing the name and location of the property to be disclosed to you. BCV honors this request and ask that you sign this agreement.

The information you are to receive is to be kept strictly confidential regarding the property given to you but not limited to the following: Financial information, ownership, employee documents, records, notebooks, leases, drawings, photographs, and any repositories or representations of such information are hereinafter referred to as confidential information.

You, the potential Buyer(s) agree not to speak with any employees or other persons regarding the proposed sale or of the Seller's intentions.

The Seller has given all information provided to the Broker or other sources and has not been verified. BCV relies on said information and has no knowledge of the correctness of the information supplied and therefore makes no warranties either expressed or implied as to the accuracy of it.

Buyer(s) herewith agrees that all dealings concerning this business will be handled through Broker. Should Buyer(s) disclose the availability of the business to others who subsequently purchase the business circumventing this Broker, and then Buyer(s) shall be responsible for payment of the full Broker's commission.

Buyer(s) further agree to hold Broker harmless from any costs or damages due to information provided by Seller to Broker for disclosure to Buyer(s), and agrees that if damages are incurred as a result of his/her acts for which the Broker becomes liable, then said Buyer(s) shall be responsible to Broker for such sums which shall include, but not limited to: all legal fees, commissions, consulting fees, litigation, court fees, penalties, and any other related fees suffered by BCV immediately or in the future and will be paid by applicant(s).

IMPORTANT: The signer hereby agrees that while visiting any property referred by the BROKER, either with or without a BROKER Representative, under no circumstances will you hold conversations with any employee, staff, customer or third party, or include any remarks indicating that the Business or property is for sale.

The undersigned hereby confirms that they have read, understood and will retain receipt of this document.

Buyer's Signature

Date

Time

Phone Number

Email Address