



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

(C.A.R. Form CND, 11/12)

This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Confidentiality Agreement") is given in connection with or in contemplation of that certain: ☐ Residential Purchase Agreement, ☒ Other _____

dated _____ ("Proposed Agreement"),
regarding property described as _____, the ("Property")

in which _____ is referred to as ("Buyer/Tenant")
and _____ is referred to as ("Seller/Landlord").

1. CONFIDENTIALITY: Seller/Landlord or Buyer/Tenant will be delivering the proposed Agreement to the other party provided that the other party and its agents agree to keep the information described in paragraph 2 confidential and not to disclose it prior to or during the pendency of (☐ and after the completion or termination of) any transaction that may result from the Proposed Agreement, except as authorized by the MLS rules or applicable law. Both parties agree that by signing this Confidentiality Agreement, and by providing or receiving the information below, neither party shall be required to execute or be bound by the Proposed Agreement. Each party agrees that it shall be responsible for any breach of this Confidentiality Agreement by its respective agents.

2. CONFIDENTIAL INFORMATION: (Check all that apply)

- ☒ Seller's/Landlord's ☐ Buyer's/Tenant's name _____
☐ Offering price for the Property _____
☐ Offered terms for the Property _____
☐ Other: _____

3. ATTORNEYS' FEES: In any action, proceeding, or arbitration between Buyer/Tenant and Seller/Landlord arising out of this Confidentiality Agreement, the prevailing Buyer/Tenant or Seller/Landlord shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer/Tenant or Seller/Landlord, except as otherwise provided in the Proposed Agreement.

4. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Confidentiality Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Confidentiality Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Confidentiality Agreement shall be interpreted and any dispute shall be resolved in accordance with the laws of the State of California. Neither this Confidentiality Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer/Tenant and Seller/Landlord.

THIS CONFIDENTIALITY AGREEMENT HAS SIGNIFICANT LEGAL CONSEQUENCES. BROKERS ARE NOT ATTORNEYS AND DO NOT PROVIDE LEGAL ADVICE. PRIOR TO SIGNING BELOW, EACH PARTY SHOULD SEEK THE ADVICE OF THEIR OWN LEGAL COUNSEL AS TO THE CONSEQUENCES OF THIS CONFIDENTIALITY AGREEMENT.

Date _____
BUYER/TENANT _____

(Print name)

Date _____
SELLER/LANDLORD _____

(Print name)

Date _____
BUYER/TENANT _____

(Print name)

Date _____
SELLER/LANDLORD _____

(Print name)

Real Estate Broker (Listing Firm) RE/MAX Premier Properties DRE Lic. # 01379606
By _____ DRE Lic. # 01869453 Date _____

(Salesperson or Broker-Associate)
Chuhui (Allison) Huang

Real Estate Broker (Selling Firm) _____ DRE Lic. # _____
By _____ DRE Lic. # _____ Date _____

(Salesperson or Broker-Associate)

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CND 11/12 (PAGE 1 OF 1)

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