

State of _____

COMMERCIAL REAL ESTATE NON-DISCLOSURE AGREEMENT

This Commercial Real Estate Non-Disclosure Agreement (this "Agreement") is entered into as of _____ (the "Effective Date") by and between:

Disclosing Party: _____, a(n) (Check one) Individual Corporation
 Limited Liability Company Partnership Limited Partnership Limited Liability Partnership

Receiving Party: _____, a(n) (Check one) Individual Corporation
 Limited Liability Company Partnership Limited Partnership Limited Liability Partnership

Agent (if any): _____ [Name]

Other Party (if any): _____ [Name and Title]

The Receiving Party has expressed a genuine interest in leasing buying the disclosing party's real estate located at _____, City of _____, State of _____, _____ (the "Property").

Except for the matters set forth in this Agreement, neither party will be under any obligation with regard to the Property. Either party may, in its sole discretion reject any proposals made by the other party or their Representatives with respect to the Property, terminate discussions and negotiations with the other party or their Representatives at any time and for any reason or for no reason, and change the procedures relating to the consideration of the Property at any time without prior notice to the other party.

In connection with its respective evaluation of the Property, each party, their respective affiliates and their respective directors, officers, employees, agents or advisors (collectively, "Representatives") may provide or gain access to certain confidential and proprietary information. In consideration for being furnished Confidential Information, all parties agree to the following terms and conditions:

1. **Confidential Information.** The parties agree that the use of all confidential information will be only for the purpose of evaluating the property to make a decision about leasing or buying and evaluating the Receiving Party for the same purpose.

"Confidential Information" includes all materials and property at any time furnished, communicated or delivered by either party, whether in oral, tangible, electronic or other form and the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement, information acquired during any tours of the Property; and all other non-public information provided by either party whosoever. "Confidential Information" specifically includes the following:

2. **Exclusions from Confidential Information.** The obligation of confidentiality will not apply if any of the following conditions occur:

- a. If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure.



- b. If the information is or was received from a third party source which is or was not under a confidentiality obligation with regard to such information.
- c. If the information disclosed was done so with prior written permission and approval by the other party.
- d. If the information is independently developed prior to disclosure and without the use and benefit of any of the Confidential Information.
- e. If a party is legally compelled by applicable law, by any court, governmental agency or regulatory authority or by subpoena or discovery request in pending litigation but only if, to the extent lawful, the party gives prompt written notice of that fact to the other party prior to disclosure so that they may request a protective order or other remedy to prevent or limit such disclosure and in the absence of such protective order or other remedy, they party may disclose only such portion of the Confidential Information which they are legally obligated to disclose.
- f. If the Confidential Information is required by a lender to obtain financing but only with written approval by the other party.

3. Obligation to Maintain Confidentiality. With respect to Confidential Information:

- a. All parties agree to retain the Confidential Information in strict confidence, to protect the security, integrity and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication or dissemination of Confidential Information except in conformity with this Agreement;
- b. All parties shall adopt and/or maintain security processes and procedures to safeguard the confidentiality of all Confidential Information using a reasonable degree of care, but not less than that degree of care used in safeguarding their own similar information or material;
- c. Upon the termination of this Agreement, all parties will ensure that all documents, memoranda, notes and other writings or electronic records prepared by them that include or reflect any Confidential Information are returned or destroyed as directed by the other party; and
- d. If there is an unauthorized disclosure or loss of any of the Confidential Information, the responsible party, at their own expense, notify the other party in writing and take all actions as may be necessary or reasonably requested by the other party to minimize any damage to the other party or a third party as a result of the disclosure or loss.

4. Non-Disclosure of Agreement. Without prior written consent, neither party shall disclose to any other person, except to the extent, the provisions of Paragraph 2 apply, the fact that Confidential Information has been made available to it or that it has inspected any portion of the Confidential Information, the fact Property, or any of the terms, conditions or other facts with respect to the Property.

5. Representatives. Both parties will take reasonable steps to ensure that their Representatives adhere to the terms of this Agreement. Each party will be responsible for any breach of this Agreement by any of their Representatives.

6. Disclaimer. There is no representation or warranty, express or implied, made by either party as to the accuracy or completeness of any of their Confidential Information. Both parties are responsible for verifying facts through due diligence.

7. Notices. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, or return receipt requested, addressed to the party to be notified at the below address.

Disclosing Party

Name: _____
 Representative name: _____ Title: _____
 Address: _____
 Phone number: _____
 Fax number: _____



Receiving Party

Name: _____
Representative name: _____ Title: _____
Address: _____
Phone number: _____
Fax number: _____

8. **Termination.** This Agreement will terminate on: (Check one)

- the written agreement of the parties to terminate this Agreement
- the leasing or purchase of the Property
- _____ (Check one) months years from the date hereof.

9. **Amendment.** This Agreement may be amended or modified only by a written agreement signed by both of the parties.

10. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of _____, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of _____ for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.

11. **Remedies.** Each party agrees that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which the injured party may recover damages in accordance with the State of _____ law. If a court of competent jurisdiction determines in a final non-appealable order that one party, or any of its Representatives, has breached this Agreement, such party will be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.

12. **Miscellaneous.** In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Disclosing Party Signature

Disclosing Party Full Name

**Disclosing Party Representative
Signature**

**Disclosing Party Representative
Full Name and Title**



Receiving Party Signature

Receiving Party Full Name

Receiving Party Representative
Signature

Receiving Party Representative
Full Name and Title

Agent Signature

Agent Full Name

Signature

Full Name and Title

