

## CONFIDENTIALITY AGREEMENT REGARDING OWNER'S PROPERTY INFORMATION

Address: \_\_\_\_\_

In connection with the possible sale of the property identified above, the Owner has furnished to the Broker certain information about the property and its operation ("Evaluation Materials"), with the understanding that said materials may be shared with prospective purchasers of the property who agree to hold the information in strict confidence. In consideration of the furnishing of the Evaluation Materials, each of the undersigned agree as follows:

**Confidentiality.** The Evaluation Materials will be used only for the purpose of evaluating a possible transaction concerning the property. All Evaluation Materials are confidential and will not be disclosed to third parties in any manner, except that the Evaluation Materials or portions thereof may be disclosed to prospective purchasers who have executed and become a party to this Agreement, and to a party's directors, officers, employees, advisors, and agents (collectively "representatives") on a need to know basis. The Evaluation Materials disclosed are and will remain the property of the disclosing party and no license or other rights in or to such information, is granted to the receiving party.

**Evaluation Materials.** The term "Evaluation Materials" does not include information which (a) is generally available to and known by the public (other than as a result of its disclosure by the receiving party or its representatives), (b) was available to the receiving party on a non-confidential basis from a source other than the disclosing party or its advisors, or (c) has been independently acquired or developed by the receiving party without violating any of its obligations under this Agreement.

**Termination.** This Agreement will commence as of the last date in the signature block ("Effective Date"). Any party may terminate this Agreement upon written notice, by prepaid first class U.S. mail, return receipt requested, to the other party. Upon termination, the receiving party will return to the disclosing party the original and all copies of the Evaluation Materials in the receiving party's possession or in the possession of its representatives, or at the request of the disclosing party, the receiving party will destroy the original and all copies of any analyses, compilations, studies or other documents prepared by it or for its internal use which reflect the Evaluation Materials. The receiving party will hold the Evaluation Materials in confidence for a period of one (1) year from the Effective Date.

**Representation or Warranty.** Each party understands and acknowledges that although the Evaluation Materials contain information which the disclosing party believes to be accurate and relevant for the purpose of the receiving party's evaluation of the possible transaction, the disclosing party and its representatives do not make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Evaluation Materials. Each of undersigned agree that neither the disclosing party or its representatives shall have any responsibility to the receiving party or any of its representatives relating to or arising from the use of the Evaluation Materials, except as may be specifically provided in any agreement the parties may subsequently execute.

**Tenant Communication.** No party will communicate with any tenant or his or her representatives regarding the property or disclose to any person the fact that Evaluation Materials have been made available without the prior written consent of the Owner or Owner's broker.

**Attorneys' Fees.** In any action, arbitration or proceeding arising out of this Agreement, the prevailing party will be entitled to recover reasonable attorney fees, expert witness fees, and costs to be determined by the court or arbitrator(s).

**Successors and Assigns.** Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

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IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be duly executed by their authorized representatives as of the date indicated in the signature blocks.

OWNER: \_\_\_\_\_

Date \_\_\_\_\_

OWNER'S AGENT: \_\_\_\_\_

Date \_\_\_\_\_

PROSPECTIVE BUYER: \_\_\_\_\_

Date \_\_\_\_\_

PROSPECTIVE BUYER'S AGENT: \_\_\_\_\_

Date \_\_\_\_\_

DRAFT

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