

Confidentiality and Non-Disclosure Agreement

____ ("Prospect")
and

____ ("Prospect's Broker")
and

____ ("Listing Broker")

agree to the following terms regarding the real estate or business opportunity (collectively, the "Property") described as:

1. **Confidentiality.** Prospect and Prospect's Broker acknowledge that all information and materials provided by Listing Broker regarding the Property are confidential and may only be used for evaluation purposes. Prospect and Prospect's Broker may share such information only with attorneys, accountants, bankers, and advisors directly involved in reviewing the Property. If the transaction does not move forward, Prospect and Prospect's Broker agree to return all materials and information immediately to Listing Broker.
2. **Non-Disclosure.** Listing Broker, Prospect, and Prospect's Broker agree not to disclose to any third party that discussions or negotiations are taking place regarding the Property, including any terms, conditions, or facts considered during such discussions.
3. **Non-Circumvention.** Prospect and Prospect's Broker agree not to directly contact the Property owner, landlord, tenants, employees, or customers without going through the Listing Broker. They further agree not to bypass or interfere with Listing Broker's agreement with the owner/landlord in any way.
4. **Verification of Information.** Listing Broker makes no guarantees about the accuracy of the information or materials provided. Prospect and Prospect's Broker agree to independently review and verify all information. Listing Broker recommends that Prospect and Prospect's Broker seek advice from qualified professionals regarding legal, tax, environmental, or other matters affecting the Property and the transaction.
5. **Disputes.** This agreement will be governed by Florida law. In the event of a dispute, Listing Broker will be entitled to all remedies available by law, including injunctive relief and damages. The prevailing party in any legal action related to this agreement will be entitled to recover reasonable attorney's fees, costs, and expenses from the other party.
6. **Term.** This agreement will remain in effect until _____ (if left blank, one year) after the end of any discussions or negotiations regarding the Property.

Prospect _____ Date _____

Prospect's Broker and Title or Authorized Agent and Title _____ Date _____

Listing Broker and Title or Authorized Agent and Title _____ Date _____