

# Confidentiality Agreement & Disclosure Statement

## Small Business Realty, Inc.

(Print Name) \_\_\_\_\_, herein referred to as "PROSPECTIVE BUYER", acknowledges, and agrees that Small Business Realty, Inc., hereinafter called "**Broker in Florida /Finder Out of State or the Listing Broker**", was the **first** to advise PROSPECTIVE BUYER of the availability of and details concerning the following business opportunities and/or real properties to include, but not limited to:

State Property Located. \_\_\_\_\_ Id Number: \_\_\_\_\_ Property Number: \_\_\_\_\_

State Property Located. \_\_\_\_\_ Id Number: \_\_\_\_\_ Property Number: \_\_\_\_\_

State Property Located. \_\_\_\_\_ Id Number: \_\_\_\_\_ Property Number: \_\_\_\_\_

PROSPECTIVE BUYER understands and agrees that all dealings concerning said business opportunity and/or real property will be handled through BROKER/FINDER or the LISTING BROKER and that all information received with respect to, but not limited to, the above-mentioned opportunity and/or property will be kept in strict confidence, will not be used to compete with SELLER/OWNER and that PROSPECT BUYER shall not disclose this information to any person. The PROSPECTIVE BUYER acknowledges that the sole purpose in seeking information about the business and/or property is to purchase a business and/or property. In the event the PROSPECT BUYER violates this confidentiality covenant or any other covenant herein with respect to SELLER, both BROKER/FINDER, the listing BROKER or the LISTING BROKER and said SELLER shall be entitled to all remedies provided by law, including, but not limited to, injunctive relief and damages. BROKER/FINDER or the LISTING BROKER shall be deemed to include all and any other BROKERS with whom BROKER/FINDER is co-operating. Note: **Small Business Realty, Inc. (BROKER in Florida /FINDER Out of State) REPRESENTS THE TRANSACTION AND WILL BE PAID FOR ITS SERVICES BY THE SELLER OR LISTING BROKER unless otherwise agreed.**

### ***PROSPECT WILL:***

- ***The prospect will not contact owner without Listing Brokers permission.***
- ***The Prospect will not visit the Business without the Listing Brokers permission.***
- ***The Prospect will not speak with the employees or customers without the Listing Brokers permission.***
- ***The Prospect will work only with the Listing Broker for information on the business.***

The Information is of a proprietary and confidential nature, the disclosure of which to any other party will result in damage to the Seller and/or Business, and Buyer further represents and warrants as follows:

(A) The Information furnished by Listing Broker or Seller has not been publicly disclosed, has not been made available to Buyer by any party or source other than Listing Broker or Seller and is being furnished only upon the terms and conditions contained in this Agreement.

(B) Buyer will not disclose the Information, in whole or in part, to any party other than persons within Buyer's organization, including independent advisers/consultants, who have a need to know such Information for purposes of evaluating or structuring the possible purchase of the Business. Buyer accepts full responsibility for full compliance with all provisions of this Agreement by such other persons.

(C) Buyer will not disclose, except to the extent required by law, to any parties other than the persons described in Paragraph 2(B) above that the Business is available for purchase or that evaluations, discussions or negotiations are taking place concerning a possible purchase.

(D) Buyer will not utilize, now or at any time in the future, any trade secret(s), as that term may be defined under statutory or common law, that is/are included in the furnished Information for any purpose other than evaluating the possible purchase of the Business, including, without limitation, not utilizing same in the conduct of Buyer's or any other party's present or future business(es).

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(E) In addition to the prohibition against utilizing trade secret(s), Buyer will not utilize any other furnished information for any purpose other than evaluating the possible purchase of the Business, specifically including, without limitation, not utilizing same to enter into and/or engage in competition with the Business or assist or promote any other party(s) in so doing. The foregoing prohibition against utilizing said Information in competing with the Business shall remain in effect for three (3) years from the date hereof and shall be applicable to competition within the presently existing marketing area of the Business.

(F) If Buyer decides not to pursue the possible purchase of the Business, Buyer will promptly return to Listing Broker all Information previously furnished by Listing Broker or Seller, including any and all reproductions of same, and further, shall destroy any and all analyses, compilations or other material that incorporates any part of said Information.

All data on business opportunities and/or real property are provided for informational purposes only. No representation is made by BROKER/FINDER or the LISTING BROKER as to the accuracy of the data provided. BROKER/FINDER encourages PROSPECTIVE BUYER to thoroughly review and independently verify to PROSPECTIVE BUYERS own satisfaction that the data provided are substantially representative of the business activity and/or real property of the SELLER and can be relied upon when considering the purchase of said business opportunity and/or real property. PROSPECTIVE BUYER acknowledges that PROSPECTIVE BUYER has been advised to seek the independent counsel of any attorney and/ or an accountant to verify the information supplied to BROKER/FINDER or the LISTING BROKER by SELLER and to examine any and all applicable documentation relevant to the transaction. You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate agent is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

In the event that PROSPECTIVE BUYER discloses the availability of said designated business opportunity and/or real property to any third party and this third party purchases the business and/or real property without the BROKER or the LISTING BROKER, then PROSPECTIVE BUYER, in addition to the remedies specified hereinabove, will also be responsible for the payment of BROKER'S compensation which would have been payable on the listed selling price or minimum compensation whichever is greater.

By the signatures below and execution of this agreement it is hereby agreed that PROSPECTIVE BUYER will not within **365 DAYS** or one year from this date deal directly or indirectly with the SELLER without the BROKER/FINDER or the LISTING BROKER written consent and should the PROSPECTIVE BUYER do so and a sale, lease or other financial arrangement, is consummated, each of the signatories separately and individually and their associates confirm that any corporation, organization, firm, company or individual of which this signatory is a part to or of, member of, principal of, or agents for said association shall be jointly and severally liable for all and any damages which the BROKER/FINDER or the LISTING BROKER may suffer, including but not limited to the compensation which would have been payable on the listed selling price or minimum compensation, whichever is greater.

The SELLER shall be deemed to be a party to this document insofar as needs be. A facsimile copy of this document and any signatures shall be considered for all purposes as originals. **The Prospect acknowledges receiving a copy of this document.**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date Telephone Number

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