

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is between Emerald Real Estate, Inc., as exclusive Agent for the Property (the "Disclosing Party") and _____ (the "Accepting Party").

Property Address: _____

Property Name: _____ ("The Property")

Date : _____

The undersigned Accepting Party is interested in obtaining information regarding the above referenced property in order to evaluate the possible acquisition of the Property.

By executing and returning this agreement, the Accepting Party accepts the terms stated below.

1. **Confidential Information; Nondisclosure.** The Disclosing Party is prepared to make available to the Accepting Party, confidential and proprietary information which may contain property information, reports, agreements, leases, contracts, financial information, proposals, terms, names, information, opportunities, documents, and other items pertaining to opportunities and/or transactions involving or for the property ("Confidential Information"). The term "Confidential Information" shall also include the terms and conditions of any transaction which the Disclosing Party and the Accepting Party are contemplating entering into or consummating, including, without limitation, the terms and conditions of any purchase or sale agreement, and any and all notes, studies, reports, memoranda and other documents prepared by the Accepting Party, pertaining to, arising from, or regarding the Confidential Information. In return for the Disclosing Party's disclosure of the Confidential Information to the Accepting Party, the Accepting Party agrees use same solely for the purpose of evaluating the possible acquisition and said information will not be used or duplicated for any other purpose. Accepting Party agrees not to disclose any of the Confidential Information, in any manner whatsoever, to any other party without the prior written consent of the Disclosing Party (in its sole and absolute discretion). Moreover, the Accepting Party will not use or take advantage of any of the Confidential Information including, without limitation, possible business opportunities, business contacts, or the identity of any parties. The Accepting Party will also not disclose to any other party that it has received the Confidential Information or that discussions or negotiations are taking place between the parties concerning any possible transactions.
2. **No Liability For Information.** Also by Accepting the Confidential Information, the Accepting Party acknowledges and agrees that the Confidential Information and any and all other documents, records, agreements, writings, statistical and financial information, and other information, is being provided without any representation or warranty (implied or statutory) by the Disclosing Party or its officers, directors, employees, consultants, agents, or representatives, as to their sufficiency, accuracy, completeness, validity, truthfulness, enforceability, or assignability, or the methods employed by any of the parties involved in preparing or providing such information, all of which the Accepting Party agrees it shall not rely upon. The Disclosing Party expressly disclaims any obligations or responsibility, express or implied, to update or supplement the above items or the information they contain. The Accepting Party agrees to verify said information independently and conduct its own due diligence, including investigations and analysis to confirm any aspect of the Confidential Information, or other above-described items, provided to the Accepting Party.
3. **Return of Confidential Information.** If at any time, Accepting Party elects not to proceed with the proposed transaction, or, upon request of the Disclosing Party, the Accepting Party will immediately: (i) return all copies of the Confidential Information to the Disclosing Party; (ii) destroy all notes, studies, reports, memoranda, and other documents (or copies thereof) prepared by the Accepting Party or the Accepting Party's Representatives that contain or reflect the Confidential Information; and (iii) certify in writing that all documents have been so delivered or destroyed in accordance with the terms of this Agreement.
4. **Term of Agreement.** This Agreement will continue in perpetuity and can only be terminated by the Disclosing Party's.
5. **Remedies.** The Accepting Party agrees to indemnify, defend (with counsel approved by the Disclosing Party), protect and hold the Disclosing Party harmless from and against any and all losses, damages, liabilities, claims, and expenses, (including attorneys' fees and costs) incurred by the Disclosing Party as a result of the Accepting Party's failure to maintain the confidentiality of the Confidential Information or as a result of violation of the terms and provisions of this Agreement by the Accepting Party or the Accepting Party's officers, directors, employees, consultants, agents or representatives (collectively, the "Accepting Party's Representatives"). The Accepting Party acknowledges that if this Agreement is breached, the Disclosing Party and/or third parties dealing with the Disclosing Party could be irreparably damaged and could not be made whole by monetary damages. Accordingly, the Disclosing Party, in addition to any other remedy to which the Disclosing Party

may be entitled by law or in equity, shall be entitled to an injunction to prevent a breach of this Agreement, and to an order compelling specific performance of this Agreement. The Accepting Party shall reimburse the Disclosing Party for all costs, expenses, including attorneys' fees and costs, incurred by the Disclosing Party in connection with the enforcement of the obligations of the Accepting Party and the Accepting Party's Representatives hereunder.

- 6. **Litigation; Governing Law.** In the event of any litigation or action between the parties arising from this Confidentiality Agreement, the prevailing Party will be entitled to recover from the non-prevailing Party all reasonable attorney's fees and legal costs incurred by the prevailing Party in the litigation or action. The terms of this Agreement shall be governed by the laws of the State of Florida, County of Miami-Dade, in effect as of the Effective Date.
- 7. **No Waivers.** The failure or delay by the Disclosing Party to exercise any right, power or privilege under this Agreement will not operate as a waiver of any right, power or privilege, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise of any right, power or privilege.
- 8. **Facsimile and Counterparts** This Agreement will be effective even if signed by facsimile and/or in counterparts.
- 9. **Brokerage** Accepting Party acknowledges and represent to the Owner/Seller that it has not had any discussions regarding the Property with any other broker or agent other than Disclosing Party (Exclusive Listing Agent). Accepting Party acknowledges that it is a principal in connection with the purchase of the property and Accepting Party agrees that it will not look to Seller or Disclosing Party for any commissions, fees or other compensation in connection with the sale of the Property.
- 10. **No Obligation.** Owner is under no legal obligation of any kind whatsoever with respect to the proposed transaction by virtue of this agreement, the delivery of any Confidential Information, any discussions concerning the proposed transaction or otherwise, unless and until a binding written agreement is executed and delivered by all parties thereto.

Changes/modifications to (the "Agreement") by Accepting Party will not be accepted. This Agreement has been executed as of the date first written above.

DISCLOSING PARTY

ACCEPTING PARTY / PRINCIPAL

Company: Emerald Real Estate, Inc.
1401 Brickell Ave. Ste. 320
Miami FL. 33131
Tel. 305-365-3673

Company: _____
Address: _____

Email: _____
Tel.: _____
Principal Name: _____
(PRINT FIRST AND LAST NAME)

Signature of Broker

Signature of Principal

Send completely filled out and signed to **Fax No. 1-305-365-3661**