

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“Confidentiality Agreement”) dated _____ is given in connection with or in contemplation of a commercial real estate purchase agreement and/or a business purchase agreement (“Purchase Agreement”), regarding property described as General Hardware Store, Bakersfield, CA (the “Property”), by and between Sprague Real Estate Group, Inc. (“Broker”) and _____ (“Buyer”) and the owner of the Property (“Seller”).

1. **Confidentiality:** Seller is or will be delivering information to Buyer that Buyer and its agents agree to keep confidential and not to disclose it prior to, during the pendency of, or after the completion or termination of any transaction that may result from the Purchase Agreement. Both parties agree that by signing this Confidentiality Agreement, and by providing or receiving any information, neither party shall be required to execute or be bound by the Purchase Agreement. Each party agrees that it shall be responsible for any breach of this Confidentiality Agreement by its agents.
2. **Permitted Use:** Buyer shall only use the confidential information solely for the purposes of evaluating the Property and/or Purchase Agreement.
3. **Discretion:** Buyer agrees not to contact the Property or business owner, employees, suppliers, or customers except through Broker. Buyer further agrees not to circumvent or interfere with Broker’s written contract or verbal agreement with Seller in any way.
4. **Attorneys’ Fees:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Confidentiality Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as otherwise provided for in the Purchase Agreement.
5. **No Warranty:** Sprague Real Estate Group, Inc. does not guarantee or warrant any information supplied by Seller. Buyer should rely on its own verification of this information as part of Buyer’s due diligence.
6. **Time of Essence; Entire Contract; Changes:** Time is of the essence. All understandings between the parties are incorporated in this Confidentiality Agreement. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Confidentiality Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Confidentiality Agreement nor any provision in it may be extended, amended, modified, altered, or changed, except in writing Signed by Buyer and Seller.

THIS CONFIDENTIALITY AGREEMENT HAS SIGNIFICANT LEGAL CONSEQUENCES. BROKERS ARE NOT ATTORNEYS AND DO NOT PROVIDE LEGAL ADVICE. PRIOR TO SIGNING BELOW, EACH PARTY SHOULD SEEK THE ADVICE OF THEIR OWN LEGAL COUNSEL AS TO THE CONSEQUENCES OF THIS CONFIDENTIALITY AGREEMENT.

Date: _____

Date: _____

Buyer's Broker: _____

Seller's Broker: Sprague Real Estate Group, Inc.

DRE Number: _____

DRE Number: 01476480

By: _____

By: _____

Date: _____

Date: _____

Buyer: _____

Seller: _____

By: _____

By: _____

After signing, please return to Sprague Real Estate Group, Inc. via...

E-Mail: Derek@SpragueREG.com

Fax: (661) 835-0243

Mail or in person: 4017 Stockdale Highway, Bakersfield, CA 93309