

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (“Agreement”) is made and agreed to by _____ (“Broker”), exclusive listing broker for the Property, and _____ (“Prospective Purchaser and/or Purchaser’s Agent”) regarding the property known as _____ (“Property”). The obligation of confidentiality undertaken pursuant to this Agreement shall survive the terms of the Broker’s listing agreement with Owner.

Prospective Purchaser has requested information from Broker for the purpose of evaluating a possible acquisition of the Property. The Owner of the Property has instructed Broker to deliver information concerning the Property, much of which is highly confidential, only to those potential purchasers who sign this Agreement.

The parties agree, in consideration of the covenants and agreements contained herein, as follows:

1. Prospective Purchaser will not disclose, permit the disclosure of, release, disseminate, or transfer any information obtained hereunder (“Information”) to any other person or entity.
2. If Prospective Purchaser is a corporation, partnership, limited liability company, or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who have need to know of the Information and who are specifically aware of the Agreement and agree to honor it.
3. This Agreement applies to all Information received from Broker, now or in the future, which is not readily available to the general public. Prospective Purchaser understands that all Information shall be deemed confidential, valuable, and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner and Broker.
4. All Information shall be used for the sole purpose of evaluating the potential acquisition of the Property, and it shall not at any time or in any manner be used for any other purpose.
5. Prospective Purchaser shall not contact directly any persons concerning the Property other than Broker without Broker’s or Owner’s written permission. Such persons include, without limitation, Owner’s employees, suppliers and tenants.
6. Neither Broker nor Owner makes any representation or warranty, express or implied, as to the accuracy or completeness of any information provided by them. Prospective Purchaser assumes full and complete responsibility for confirmation and verification of all Information received and expressly waives all rights of recourse against Owner and Broker with respect to the same.

7. The persons signing on behalf of Prospective Purchaser represents that they have the authority to bind the party for whom they sign.
8. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

PROSPECTIVE PURCHASER and or AGENT: (Please Print)

Company: _____

By: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone #: _____

Fax #: _____

Signature: _____

Date/Time: _____

Please return via mail or fax to:

