

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT made and entered into this ____ day of _____, 2016, by and between _____ hereinafter referred to as (“Owner”), and _____, affiliates and/or assigns, whose mailing address is _____, and whose telephone number is _____, and email address is _____ hereinafter referred to as (“Potential Purchaser”), with respect to the Potential Purchaser’s receipt of information regarding _____ located at _____, City of _____, _____ County, Texas (the “Property”).

1. Purpose of Information Dissemination. Potential Purchaser represents that the receipt of operating information, pursuant to this Agreement, is for the sole purpose of evaluation in order to make a decision regarding the purchase of said Property.
2. Confidential Information. Potential Purchaser agrees that all operating information received is categorized as “Confidential Information” and will be treated as confidential by Potential Purchaser and will be used solely for the purpose described above. The obligation of confidentiality and non-use will not apply to information which is in, or hereinafter becomes part of, the public domain without any breach of any obligation hereunder, or which is presently in the Potential Purchaser’s possession.
3. Original and Copies. The Potential Purchaser will not make copies of any sort, in any form, in whole or in part, for the further dissemination of any Confidential Information without the prior written consent of Owner.
4. Limited Access. Potential Purchaser agrees to limit access to the Confidential Information to a) employees or agents of Potential Purchaser or its parent company who require access to evaluate the property and b) the Board of Directors of Potential Purchaser for any director’s examination or audit committee thereof.

Potential Purchaser agrees to advise each such person of the obligations of confidentiality and non-use contained herein. Potential Purchaser further agrees to require each person who will review the Confidential Information to acknowledge his or her understanding and acceptance of the obligations hereunder by executing this Agreement as provided below.

5. Safekeeping. The Confidential Information will not be kept as part of the day-to-day credit files of Potential Purchaser, but will be kept confidential to the same extent as sensitive information with regard to Potential Purchaser’s own internal affairs is kept confidential.
6. Termination. Upon the purchase, if any, by Potential Purchaser of the Property, this Agreement will be of no further legal force and effect. This Agreement shall also terminate two (2) years from the date hereof.

7. Stipulated Damages. Pursuant to the Confidential Information (see Paragraph 2), it is agreed and stipulated by the parties that breach of this Agreement by the Potential Purchaser will cause certain damages to the Owner. Accordingly, in the event that this contract is in any way breached, Potential Purchaser agrees to pay stipulated damages in the amount of actual damages, per breach. Furthermore, if it is necessary to enforce this contract in any court, Potential Purchaser agrees to pay a reasonable attorney's fee and all court costs.

A breach is defined as failure to observe any of the provisions contained in this Agreement, including but not limited to, the release of any of the information disseminated to Potential Purchaser to any party, other than those identified in Paragraph 4, without the prior written consent of Owner.

8. Authority. Potential Purchaser warrants and represents that the execution of this Agreement has been duly authorized by all necessary corporate or other action and is a valid and binding obligation enforceable in accordance with its terms. Potential Purchaser further warrants and represents that the undersigned is/are duly authorized to execute this Agreement on its behalf.

Please indicate your acceptance of the foregoing by signing and returning this Agreement via facsimile to Owner.

OWNER:

Signature of Authorized Individual

Street Address

Typed/Printed Name

City/State/Zip Code

Typed/Printed Name

Phone Number

Firm

Fax Number

Individual Acknowledgement per Paragraph 4.

I have read this Agreement and understand the obligations imposed on me herein.

POTENTIAL PURCHASER:

Signature of Prospect

Typed/Printed Name