



12140 Carissa Commerce Court
Suite 102
Fort Myers, FL 33966

**CONFIDENTIALITY NON-CIRCUMVENT
&
REGISTRATION AGREEMENT**

This Agreement dated and effective as of the ___ day of _____, 2023, by and between: CRE Consultants, whose address is 12140 Carissa Commerce Court, Suite 102, Fort Myers, Florida, 33966, and

Principal: _____

And

Agent/Broker: _____
(if applicable)

For receipt of information: **Fairfax Center located at 4210 Metro Pkwy, Fort Myers, FL.**

1. The undersigned understands and agrees that the information furnished to the undersigned by CRE Consultants is highly sensitive and strictly confidential and shall be maintained by the undersigned with the utmost confidence. The undersigned understands that all such information is being furnished solely in connection with the consideration of acquisition. Copying all or part of the furnished documents without the permission of CRE Consultants is prohibited under this agreement. The undersigned agrees to take all necessary steps to ensure that such information obtained by it or any of its employees, officers, agents, attorneys or representatives shall remain confidential and shall not be disclosed or revealed to outside sources or used in any manner inconsistent with this Agreement without the prior expressed written permission of CRE Consultants. The undersigned agrees that any release of confidential information constitutes a breach of duty owed to CRE Consultants and to the seller/owner.
2. If the undersigned is acting as an agent, he/she shall have his/her principal execute the confidentiality agreement prior to the release of information. The undersigned further agrees that if it is necessary to release information to third parties such as banks, accountants, attorneys, etc. the undersigned shall cause such third parties to execute a confidentiality agreement in the form provided by CRE Consultants before any information is released.
3. The undersigned agrees on behalf of itself, its affiliated corporation and their respective directors, officers, employees, and each one of them, individually, that in the event there is a breach of this agreement, the seller shall be entitled to an immediate injunction ex parte against further breach and to all other remedies permitted by law of equity.
4. The undersigned agrees that all Proprietary information delivered by CRE Consultants to the undersigned shall be and remain the property of CRE Consultants and the written Proprietary information and any copies thereof shall be returned to CRE Consultants upon written request, within five (5) business days.

5. The undersigned agrees that they will not contact the seller, his employees, officials, agents, attorneys or representatives, unless authorized to do so by CRE Consultants for a period of one (1) year from the conclusion of the relationship between the parties.
6. CRE Consultants makes no representation or warrants as to the accuracy of the information furnished with respect to the property or business. Any and all representation shall be made solely by the seller only at such time as they set forth in a signed acquisition agreement and then subject to the provisions thereof.
7. The conditions and restrictions set out in this agreement and in the information package and any other information provided by the owner are hereby accepted and agreed to by the undersigned, its agents, representatives and affiliates.
8. If any of the terms or provisions of this Agreement is held or deemed to be invalid or unenforceable by a court of competent jurisdiction, this Agreement shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.
9. This Agreement shall be governed by the laws of the State of Florida, shall be binding on each Party, its respective officers, employees, agents, successors and assigns and shall be modified only in writing signed by the Party against whom enforcement is sought.
10. All prior representations, whether written or oral, are incorporated herein.
11. The undersigned agrees that they shall not visit the properties; nor shall they make phone calls to the tenants of the properties making references to the property being offered for sale; nor shall they make known to other parties that the property described in the information package is being considered for sale or purchase, unless they have prior written permission of the Seller or CRE Consultants.
12. As per Florida Statutes Seller must disclose that Seller is a licensed real Estate agent in the State of Florida.
13. Seller agrees to pay **PRINCIPAL'S REPRESENTATIVE / COOPERATING BUYERS BROKER** listed below as cooperating broker (Buyer's Agent) at time of closing, compensation in the amount of 1.0% of the gross purchase price for cooperating broker's services in effect for finding the above names Property and Buyer is ready willing and able to purchase pursuant to negotiating a contract.

ACKNOWLEDGEMENT

We have read and understood the foregoing and accept and agree to all terms herein this _____ day of _____ 2023:

PRINCIPAL

Authorized Signature: _____

Print Name: _____ **Title:** _____

Company: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax:** _____ **Email:** _____

PRINCIPAL'S REPRESENTATIVE / COOPERATING BUYERS BROKER

Authorized Signature: _____

Company: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax:** _____ **Email:** _____

PLEASE EXECUTE AND RETURN THIS CONFIDENTIALITY AGREEMENT VIA Email to Kathleen.Harris@creconsultants.com