

**MIKE BUTLER’S BUYERS LIST CONFIDENTIALITY AGREEMENT**

In order to receive photos and details of real property for sale, Prospective Buyer must agree to and sign this agreement.

Vista Realtors (referred to as Vista), has been retained on an exclusive basis by Owner (Mike Butler) with respect to the offering for sale of specific properties to be disclosed upon acceptance and execution of this confidentiality agreement:

Potential Buyer agrees that neither Vista nor Owner shall be responsible for paying any fees to agents representing Potential Buyer.

Vista has available for review certain information concerning the Property which includes brochures and other materials (collectively “Informational Materials”). Vista will not disclose such Informational Materials to Potential Buyer unless and until the Potential Buyer has executed this Agreement. Upon Vista’s receipt of this executed Agreement, Vista is prepared to provide the Informational Materials for the Potential Buyer’s consideration in connection with the possible purchase of the Property subject to the following conditions.

1. All Informational Materials pertaining to the Property, which may be furnished to the Potential Buyer by Vista, shall continue to be the property of the Owner and Vista. The Informational Materials will be used solely for the purpose of the Potential Buyer and may not be copied or duplicated without Vista’s written consent and must be returned to Vista immediately upon Vista’s request or when the Potential Buyer terminates negotiations with respect to the Property.
2. The Information Materials may be disclosed to the Potential Buyer’s partners, employees, legal counsel and institutional lenders (“Related Parties”), for the purpose of evaluating the potential purchase of the Property.
3. The Potential Buyer understands and acknowledges that Vista and the Owner do not make any representations or warranty as to the accuracy or completeness of the Informational Materials and that the information used in the preparation of the Informational Materials was furnished to Vista by others and has not been independently verified by Vista and is not guaranteed as to completeness or accuracy.
4. The Potential Buyer hereby indemnifies and holds harmless Vista and the Owner and their respective affiliates and successors and assigns against and from any loss, liability or expense, including attorney’s fees, arising out of any breach of any of the terms of this Agreement including, without limitation, claims for brokerage commissions from any agent representing Potential Buyer.
5. The Potential Buyer acknowledges the Property is being offered without regard to race, creed, sex, religion, or national origin. This agreement terminates one (1) year from the date hereof except as to written claims by Owner or Vista against Potential Buyer prior thereto.
6. Select Properties may have a contract to purchase pending and Seller may assign the contract to Buyer for a fee, thus reducing costs of two closings to Potential Buyer.
7. **Potential Buyer shall NOT set foot on any part of the for sale real property at any time before closing unless a scheduled appointment is made with Seller. Seller MUST escort prospective Buyer to inspect property.**
8. Potential Buyer penalty for any breach of this Agreement is \$5,000.00 (U.S. dollars) payable immediately to Vista Realtors.

If in agreement with the foregoing, please return one signed copy of this agreement via email to [Mike@MikeButler.com](mailto:Mike@MikeButler.com) or fax to Vista Realtors, Attn: Mike Butler, on fax: (502) 416-0222.

Potential Buyer: \_\_\_\_\_ Your Name: \_\_\_\_\_

Your Role: \_\_\_\_\_

Accepted and Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
Email