



STANDARD "CONFIDENTIALITY / DISCLOSURE" AGREEMENT

Listing	Business/Property Description	Address
1)___Nineteen Thirty Six LLC___	C-Store/Strip Center_____	1809 W Waters Ave, Tampa FL, 33617
2)_____	_____	_____
3)_____	_____	_____

1. **PROSPECT** understands and agrees that all dealings concerning the opportunities above will be handled through **BROKER** and that **BROKER has entered into agreements with Sellers for the payment of commissions.** **PROSPECT** further understands that information received about the above-mentioned opportunities will be kept in strict confidence, will not be used to compete with a Seller nor disclosed to any person, excluding parties involved in the transaction itself. If **PROSPECT** violates confidentiality or any covenant herein with respect to a Seller, then **BROKER**, the listing broker and the Seller shall be entitled to all remedies provided by law, including injunctive relief and damages. The same remedies are available to **BROKER** in the event **PROSPECT** and/or a Seller attempts to circumvent them. **BROKER** shall be deemed to include any broker with whom **BROKER** is cooperating.
2. All data on business opportunities is provided for information purposes only and no representation is made by **BROKER** as to its accuracy. **BROKER** encourages **PROSPECT** to review and independently verify that the data provided by a Seller is substantially representative of their business activity, and it can be relied upon when considering a purchase of the business. **PROSPECT** further acknowledges they have been advised to seek the counsel of an accountant and/or attorney to verify the information supplied to **BROKER** by the Seller, and to examine any and all applicable documentation relevant to the transaction and a Closing.
3. In the event **PROSPECT** discloses the availability of said designated opportunities to a third party who purchases a business without **BROKER** assistance, then **PROSPECT**, in addition to the remedies specified herein, is also responsible for payment of **BROKER'S** compensation which would have been paid on the listed selling price or minimum compensation, whichever is greater.
4. For two years from this date, **PROSPECT** agrees not to deal directly or indirectly with the Seller's above without **BROKER'S** written consent; and should **PROSPECT** do so and a sale, management contract or other financial arrangement, including a leasing of the business premises from the Seller or its Landlord is consummated, **PROSPECT** shall be liable for any and all damages **BROKER** may suffer, including but not limited to the Seller's compensation payable on the selling price or minimum commission, whichever is greater and, if appropriate, compensation negotiated with the Landlord. **PROSPECT** understands that **BROKER** shall have the right to place a lien on the business assets to collect its compensation, and this Agreement shall be the needed consent to do so as required by Florida Statute 475.42(1)(j).
5. This Contract shall be governed by the laws of the state of Florida. If any dispute arises out of this Agreement, the breach or the interpretation thereof, the parties may seek a resolution via sharing the cost of non-binding mediation, per the Florida Mediation Act *Chapter 44*. If, however, a resolution by binding arbitration, per the rules of the American Arbitration Association, or by litigation is unavoidable, the Arbitrator/Court is instructed to award the expenses of the arbitration/trial, including reasonable attorney's fees and costs to the prevailing party. A judgment and awards shall be entered by a court of competent jurisdiction. The parties further agree that jurisdiction and venue for any conflict, and the entry of judgments shall be in Broward County, Florida. **BROKER** shall be entitled to all information relating to conflicts from the Mediator, Arbitrator or Court, and the Parties.
6. **PROSPECT** swears that they are the party signing below and the information provided is true and correct. Further, **PROSPECT** does not represent any third party, governmental agency or competitor, nor is **PROSPECT** employed by a competitor, and the sole purpose for seeking this information is to purchase a business. If **PROSPECT** does represent a third party, governmental agency or



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PROSPECT Signature **Date** \$ _____
Funds available for a Purchase:

Printed Name **Phone Number** _____
Source of Funds:

Address _____
Agent for Selling Office

City **State** **Zip Code** **Nationwide Realty Group**
4815 E Busch Blvd, Suite 201 Tampa FL, 33617
Tel: 813-899-2400 Fax: 813-914-0548