

[CONFIDENTIALITY AGREEMENT – SHORT FORM - FOR USE WITH
COMMERCIAL PROPERTY]

Editor's Comments: The following is a simple Confidentiality Agreement suitable for use when you are seeking to review or are being asked to disclose private and confidential information in advance of settlement of an offer to purchase. A more comprehensive form of Confidentiality Agreement is also available on this site. A written Confidentiality Agreement should be used by anyone seeking to protect confidential information, notwithstanding that, in practice, it is difficult and often impractical to enforce such agreements. It is suggested that the information which is considered to be confidential should be specifically listed in a Schedule to be attached to the Agreement. Editor's comments and additional or alternate provisions are italicized. This form is abbreviated for ease of use but is nevertheless intended to create binding obligations.

Confidentiality Agreement

_____, 200__

To: ♦
[address]

Dear Sirs:

**Re: Confidential Information listed in Schedule "A" (the
"Confidential Information") pertaining to _____

(the "Property")**

We have agreed to make the Confidential Information available in order to enable you to determine whether you wish to make a proposal to acquire the Property. The Confidential Information is provided on the following conditions:

1. No Liability. The Confidential Information is given to you without liability on our part and no representation or warranty is given with respect to it.
2. Use of Confidential Information. The Confidential Information is our property, and you will:
 - (a) not use or allow the use of any of the Confidential Information for any purpose, except in connection with your evaluation and acquisition of the Property; and
 - (b) not disclose or allow disclosure to others of any of the Confidential Information, except to ♦ [or, e.g. those of your employees, agents, advisors, lenders,

consultants and other representatives] who “need to know” for this purpose, all of whom will be directed to keep such information confidential in accordance herewith. [;and

(c) *return to us or certify destruction of the Confidential Information, including any copies or extracts, within ♦ business days after we request you to do so.]*

3. *[Exclusive Opportunity]*: *Following the execution of this Confidentiality Agreement, we will not negotiate or enter into discussions with any other party or offer the Property or any interest therein for sale [or long-term lease] to any other party for a period of ♦ business days, during which time you will be afforded the first opportunity to make a proposal to purchase the Property.]*

4. Remedies. You understand that disclosure or use of the Confidential Information contrary to this Agreement may cause us serious financial harm and you assume full legal responsibility for it.

5. Governing Law. The laws of British Columbia govern this Agreement.

♦ *[the Provider]*

By: _____

Name:

Title:

Acknowledged and accepted this

_____ day of _____, 200__.

♦

By: _____

Name:

Title: