

## **Confidentiality Agreement-Vacant Retail Space:**

**Prospective Tenant (Tenant) acknowledges that:**

- a) Information and / or documentation (Information) relating to any closed business, restaurant, and/or vacant space (Vacant Space) listed below and furnished to Tenant by Business Brokers Inc. (Broker) has not been previously presented to or made available to Tenant except through Broker
- b) Tenant will not disclose any Information to anyone without prior consent of Broker
- c) Tenant will not enter into any correspondence, meeting, negotiation or agreement relating to any such Vacant Space, except through Broker
- d) Tenant further acknowledges that the information provided by Broker has been compiled by the Landlord and that Broker has not conducted any independent investigation, verification or evaluation of the Information provided to Tenant. Broker offers no warranty or representation concerning the accuracy of information
- e) Tenant agrees to rely solely upon Tenant's own independent inquiry relating to any such Vacant Space, to be conducted prior to closing.

**Professional Fee: Tenant agrees that:**

- a) Broker will be paid its Professional Fee by the Landlord should the Tenant or any client or affiliated or related party or entity within one year after the termination of the Agreement of Tenant buy, lease, or otherwise come into possession or constructive control of any such Vacant Space introduced by Broker
- b) Payment shall be in a sum equal to Broker's Professional Fee in effect at time of closing
- c) Tenant further agrees to affirmatively cause the Professional Fee to be paid by Landlord to Broker at closing. Following such payment, Tenant will have no obligation or liability for the payment of any Professional Fee to Broker
- d) Tenant will not close on any transaction on any such Vacant Space, or on any other Vacant Space introduced by Broker to Tenant regardless of whether a Confidentiality Agreement was executed for that Vacant Space, until Landlord pays Broker its Professional Fee
- e) The Tenant represents and warrants that they have the power and authority to enter into this agreement.

Address of Retail Space: \_\_\_\_\_

Agreed to by broker:

Agreed to by tenant:

\_\_\_\_\_  
Business Brokers, Inc.

\_\_\_\_\_

Signature:

Signature:

Date:

Date: