

# CONFIDENTIALITY AGREEMENT

The Undersigned, (Print Name) \_\_\_\_\_ known as  
Prospective Buyer, herein acknowledges the receipt of confidential listing information pertaining to  
the following Businesses/Properties: (PLEASE DO NOT WRITE IN AREA BELOW)

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This information was given by Omni Real Estate (Agent) upon the Seller's permission to the undersigned.

The undersigned herein agrees that any information, inclusive of name and address for said Businesses/Properties, shall not be disclosed to any other party, unless the Agent allowed the disclosure, in writing to the undersigned, prior to any disclosure being made.

The undersigned represents that; is \_\_\_\_\_; is not \_\_\_\_\_, a Real Estate Broker, Realtor, Agent or the holder of a Real Estate license in the State of Florida, or any other State in the USA. **(Please check one that applies).**

The undersigned understands that in the event of a breach of this Confidentiality Agreement, he/she shall be liable to the Agent and the Seller for any losses or damages Agent and/or the Seller may incur, due to such breach, including reasonable attorney's fees and costs. Further, undersigned shall not visit or inspect said Businesses/Properties without Agent and without Agent's written permission, and that undersigned shall not contact personally or through 3rd parties the owners, employees, providers, or any party that has a business relationship with said Businesses/Properties. Should the undersigned circumvent the Agent and purchase the above Businesses/Properties directly from the Seller and the Seller being untraceable and not to be found, then the undersigned is liable for payment of the full commission that was originally agreed upon in the Listing Agreement between Broker and Seller. The undersigned agrees herein that Omni Real Estate is the sole procuring cause, if any of the above Businesses/Properties are sold, exchanged, leased, and including conveyance or transfer of legal or equitable interest. Further, undersigned recognizes "Omni Real Estate" as the sole broker for the above Businesses/Properties. Unless disclosed in advance by the undersigned in writing and prior to executing this Confidentiality Agreement, that he/she is represented by an agent, and such disclosure must be acknowledged by Omni Real Estate, Omni Real Estate will not Co-Broker nor pay any fee to other agents or to the representatives of the undersigned. Only the undersigned shall be responsible for the cost or fees of his/her own agents and representatives, if any. The undersigned will not seek any commissions nor referrals from Omni Real Estate.

**Continuation: Omni Real Estate – Confidentiality Agreement**

It is understood and agreed that it shall be the sole responsibility of the undersigned to travel to and/or from any of the above Businesses/Properties; and that the Seller and/or Agent are not responsible to transport the undersigned or any party affiliated to the undersigned to or from the above Businesses/Properties. The undersigned understands that at least one of the parties, either the Seller or Agent may be present at the time of showing the Businesses/Properties to the undersigned; and that both parties, on occasion, may not be available or may not be present at the same time during the showing of the Businesses/Properties. Therefore, the possible absence of Agent during a showing of the Businesses/Properties does not disqualify Agent of any rights of being the sole Broker of the transaction and the procuring cause of the possible sale of any of the aforementioned Businesses/Properties that may occur between the Sellers and the undersigned.

The validity and effect of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida and the United States of America. This Agreement will inure to the benefit of each party and its assigns and to any successors to a party's interests in its business.

The execution of a fax/email copy and a facsimile and electronic signature on this document shall be deemed an original and shall be as valid as an original.

**Agreed Upon:**

_____ Prospective Buyer <b>(Signature)</b>	_____ Date
_____ Address (No P.O. Boxes)	_____ City, State, Zip Code
_____ Telephone Number	_____ E-Mail Address
_____ Prospective Buyer	_____ Date
_____ Address	_____ City, State, Zip Code
_____ Telephone Number	_____ E-Mail Address
_____ For Omni Real Estate representing the Seller	_____ Date