

PROSPECTIVE BUYER CONFIDENTIALITY & BROKER CO-OP AGREEMENT

Thank you for your inquiry. Before disclosing potentially sensitive data about a confidential business or property sale/lease (e.g. business name, address, financials, etc.) we require a Non-Disclosure Agreement (NDA) be signed. Furthermore, because we work with other agents to secure information on opportunities in addition to our own listings, we ask that you acknowledge North Valley Realty Group (NVRG) as the source of opportunities we disclose to you.

1. a. I understand that information provided by NVRG on any Seller's business or Landlord's property is valuable, sensitive and confidential, and that disclosure of the name of the business and/or any data pertaining to its current or historical financials, lease or other operational details may damage the business as well as NVRG's fiduciary responsibility to the Seller/Landlord.

b. I agree to not disclose any such details with any person who has not also signed this agreement for a period of twelve (12) months. If I do so, I agree to obtain their consent to abide by the terms of this agreement for the same time period and I acknowledge that I may be liable for damage resulting from my or their actions with respect to this entire agreement. "Information" shall include the fact that the business /property is for sale or lease or any details of the business or sale; it does not include data which is generally available to the public or is already in my possession.
2. I agree that I WILL NOT contact the Seller, their Agent(s), employees, landlord, suppliers or customers except through NVRG. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase / lease of any opportunity or its premises presented by NVRG will be conducted via NVRG.
3. I understand that all information pertaining to a business or property is provided by the Seller/Landlord and is not verified in any way by NVRG. NVRG makes no warranty, express or implied, as to the accuracy of such information. Prior to finalizing any agreement to acquire a business or purchase/lease a property, it is my responsibility to make an independent verification of all pertinent facts. I agree to indemnify and hold NVRG harmless from any claims or damages resulting from such information or errors or omissions relating to a purchase or lease. Further, I understand that NVRG does not provide tax, accounting, consulting, or legal advice.
4. I acknowledge that NVRG represents Seller and/or Landlord and is compensated by the Seller and/or Landlord for its services and has a right to earn a commission. Circumventing NVRG's agreement with the Landlord/Seller or Seller's Agent, could result in legal recourse against me for payment of commission.
5. BROKER CO-OP: (If Checked) I am represented by the licensed real estate agent below who will be acting and negotiating on my behalf.
6. Property ID's I am requesting information for: _____

READ & AGREED:

Name (Sign) _____ Date _____

Name (Print) _____ Phone _____

Address _____ Email _____

If #5, Broker CO-OP is checked:

Agent Name _____ Agent Address _____

Agent Phone Number _____ Agent Email _____

Date _____ Signature _____