

# Confidential/Non-Circumvent Agreement

\_\_\_\_\_, herein known as **Prospect**, acknowledges and agrees that **Prospect** approached **Prudential CRES Commercial Real Estate, DB**, who is a **Transaction Broker (Broker)**, and that **Broker** was the first to advise **Prospect** of the availability of and details concerning the following business opportunities and real properties (collectively referred to as Business):



**Prospect** understands and agrees that all dealings concerning said Business will be handled through **Prudential CRES Commercial Real Estate, DB** and further agrees that information received with respect to the above-mentioned Business will be kept in strict confidence, and will not be used to compete with the **Seller**. **Prospect** shall not disclose to any person, excluding the parties specifically involved in the transaction itself and declares that its sole purpose in seeking information about the Business is to purchase a business. In the event that **Prospect** violates this Confidentiality Covenant or any other covenant herein with respect to the **Seller**, then **Broker, Listing Broker and Seller** shall be entitled to all remedies provided by law, including, but not limited to injunctive relief and damages. **Broker** shall be deemed to include all and any other **Brokers** with whom **Broker** is co-operating.

All data on Business are provided for information purposes only. No representation is made by **Broker** as to the accuracy of the data provided. **Broker** encourages **Prospect** to thoroughly review and independently verify to **Prospect's** own satisfaction that the data provided are substantially representative of the Business activity of the **Seller** and can be relied upon when considering the purchase of said Business. **Prospect** acknowledges that **Prospect** has been advised to seek the independent counsel of an Attorney and/or Accountant to verify the information supplied to **Broker** by **Seller** and to examine any and all applicable documentation relevant to the transaction.

In the event that **Prospect** discloses the availability of said designated Business to any third party and this third party purchases the Business without the **Broker**, then **Prospect**, in addition to the remedies specified hereinabove, will also be responsible for the payment of **Broker's** compensation, which would have been payable on the Listed Selling Price or Minimum Compensation of 2%, whichever is greater.

**Prospect** agrees that it will not within two years from this date deal directly or indirectly with the **Seller** without the **Broker's** written consent and should the **Prospect** do so and a sale, lease, or other financial arrangement, including leasing the **Seller's** premises from the **Seller** or Landlord is consummated, the **Prospect** shall be liable for all and any damages that the **Broker** may suffer, including but not limited to the compensation which would have been payable on the Listed Selling Price or Minimum Compensation of 2%, whichever is greater.

This agreement shall be governed and construed and enforced in accordance with the laws of the state of Florida, USA. Any assignment of this agreement by you without our prior written consent shall be void. It is further understood and agreed that no failure or delay by the Business in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege.

The **Seller** shall be deemed to be a party to this document insofar as need be. A facsimile copy of this document and any signatures shall be considered for all purposes as originals. The **Prospect** acknowledges receiving a copy of this document.

Confirmed and Agreed to:

**Prospective Buyer Corp.:** \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

By: \_\_\_\_\_

Print Name \_\_\_\_\_

Date: \_\_\_\_\_ Telephone Number \_\_\_\_\_

**Transaction Broker**

Prudential CRES Commercial Real Estate, DB

120 S. Palmetto Ave.

Daytona Beach, FL 32114

Ph.: 386-253-8565, FAX 386-253-8544

ed@edrancourt.com

By \_\_\_\_\_

Ed Rancourt, Senior Vice President

**Compensating Broker, By:** \_\_\_\_\_ Print Name \_\_\_\_\_

**E-Mail:** \_\_\_\_\_ Date \_\_\_\_\_

Please do not forget to list the properties in the provided lines above. Please return by fax, email or mail