

ACME STONE AGENCY
3147 Patterson Street, Houston, 77002
info@acmecare.com
www.acmecare.com
(123) 1234567



REAL ESTATE CONFIDENTIALITY AGREEMENT

This Real Estate Confidentiality Agreement (the "Agreement") is executed by and between:

Seller: _____, with address at _____,

Buyer: _____, with address at _____,

Landlord (if any): _____, with address at _____,

Agent (if any): _____, with address at _____,

on _____.

I. Property

This Real Estate Confidentiality Agreement herein is to prevent the unauthorized disclosure of the Confidential Information regarding the purchase and sale of the real estate which belongs to the Seller/Landlord, located at:

II. Buyer Genuine Interest

The Buyer agrees that _____ has a genuine interest in purchasing this property and that all Confidential Information will be solely used for evaluating the Property.

III. Confidential Information

Confidential Information can be stated as any information regarding the sale of the commercial or residential real estate that the Parties wish to remain private. Confidential Information relating to the Property includes but not limited to taxes, revenue, marking plans, materials, planned capital improvements, the financial status or identity of investors or partners, or any other information the Parties wish to remain private.

Parties need to reach mutual written consent on amendments to the description of the Confidential Information described in this Agreement herein.

The Buyer acknowledges that all information and materials furnished from Seller, Landlord or the Agent concerning the Property is confidential and may not be used for any purpose other than the Buyer's evaluation. Access to any information furnished by the Seller, Agent or Landlord shall be limited to attorneys, accountants, financial representatives and business advisors directly involved with the Property.

IV. Non-Disclosure

The Buyer agrees that any intention to disclose any Confidential Information, requires a consent from the Seller/Landlord. Otherwise, the Buyer shall not be allowed to disclose, share, or otherwise inform any other person, other than the Parties hereto and its affiliates, any information that is deemed to be considered confidential by the Seller/Landlord or its affiliates and representatives.

The Buyer and/or its Representatives shall destroy, extinguish, any and all Confidential Information in the Buyer's possession in case the Confidential Information shall no longer be of use to the Parties, upon the Seller's/Landlord's request.

V. Exceptions to section

Parties agree that information in the public domain isn't protected under Section IV. Any information communicated and known before this Agreement herein or any information found independently from a third-party or legal source are also exceptions to Section IV.

Any illegal act is out of protection under this Agreement herein and Buyer cannot be barred from purchasing the commercial or residential Property:

- the Buyer has knowledge or proof of the illegal act;
- decides to go to the police or contact another legal authority.

VI. Return of Confidential Information

Upon Parties' request, the Party in who was requested to return Confidential Information materials must do so within _____ and cannot make copies of the material.

VII. Warranties

The Buyer acknowledges that the Seller or its Representatives does not make any representation or warranties with regard to the accuracy of the Confidential Information.

VIII. Non-Waiver

The failure of any Party to insist upon the strict compliance and performance of any of the terms provided herein shall not be considered as a relinquishment of the rights of the aggrieved Party. Any waiver made or intended by the waiving party shall be considered as made only when it is made in writing and signed by the waiving Party.

IX. Discretion

The Buyer agrees not to contact the Property or Business employees, suppliers, or customers except through the Seller, Agent or Landlord. Potential Buyer further agrees not to circumvent or interfere with the Agent's listing agreement with the Seller/Landlord in any way.

X. Term

This Agreement will remain in effect from _____ until _____ or whichever comes first:

- Parties provide written notice releasing all Parties from this Agreement which must be signed by all Parties included;
- all Confidential Information written in this Agreement is no longer confidential and are publicly disclosed.

XI. Miscellaneous

This Agreement constitutes the entire agreement between the and the Parties agree that this Agreement supersedes all prior agreements relevant to the Proposal. Any agreement or covenant that is found to be in contravention of the tenor of this Agreement shall be considered as invalidated or overwritten.

In case any provisions in this Agreement are held invalid by a competent court, the same shall apply only to that provision and the rest of the remaining provisions shall remain valid and enforceable.

Neither party shall assign or transfer its right and obligations under this Contract without the prior written consent of the other.

The Agreement inures the benefit of and shall be binding upon its agents, subsidiaries, affiliates, and assigns of the Parties hereto.

This Agreement shall continue to be in full force and effect until terminated by the Parties hereto or upon the event that a law or regulation is passed, the operation of an implementation of which would result in the non-execution of the obligation of the Non-Disclosure clause hereto.

This Agreement shall be governed and constructed in accordance with the Law of _____ State in the United States of America. All parties consent to the exclusive jurisdiction and venue of the same State in the event that they want to take a legal action when this

Agreement is breached. Reasonable attorney fees and costs and necessary expenditures shall be collected from the other Party.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on _____.

Buyer

Seller

Date

Date

Signature

Signature

Landlord (if any)

Agent (if any)

Date

Date

Signature

Signature



This document is a PDF copy of **Real Estate Confidentiality Agreement** template. You can edit it with **Jotform Sign** and convert to an eSign document with **Jotform Sign**.



Learn More About Jotform PDF Products

Jotform offers powerful PDF solutions. Check them out below.

Jotform PDF Editor

Turn form submissions into PDFs automatically ready to download or save for your records.

jotform.com/products/pdf-editor/



Smart PDF Forms

Convert your PDF files into online forms that are easy to fill out on any device.

jotform.com/products/smart-pdf-forms/



Jotform Sign

Collect e-signatures with Jotform Sign to automate your signing process.

jotform.com/products/sign/



These templates are suggested forms only. If you're using a form as a contract, or to gather personal (or personal health) info, or for some other purpose with legal implications, we recommend that you do your homework to ensure you are complying with applicable laws and that you consult an attorney before relying on any particular form.