



# BROKER'S CONFIDENTIALITY AGREEMENT

## Marcus & Millichap

Real Estate Investment Services

National Senior's Housing Group

**Krone Weidler**

Licensed in Florida and North Carolina

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**RE:** \_\_\_\_\_ (**Initials of Property(s) you are interested in**)

Agreement between Marcus & Millichap Investment Real Estate Brokerage Company (Agent) and

\_\_\_\_\_ ("**Reviewer**")

Whereas, Owner is disclosing to **Reviewer** certain confidential information pertaining to business ventures and properties under the authority of the seller and exclusive right to sell the subject property; and

Whereas, **Reviewer** acknowledges that these matters and items are being received in confidence;

Therefore, **Reviewer** agrees as follows:

Not to divulge, communicate or disclose, except as may be required by law or for the performance of any agreement entered into by the parties, or use to the detriment of the other, or for the benefit of any other person or persons or misuse in any way, any confidential information or trade secrets concerning the subject matter hereof, including personnel information, know-how, resident / patient lists, financing, reimbursement or other information.

Notwithstanding any other provision hereof to the contrary, this Agreement shall not apply to any information or material to the extent that such information or material:

- (a) Was already known by **Reviewer** at the time that it was disclosed;
- (b) Is then or thereafter becomes generally available to the public without any breach of **Reviewer** confidentiality obligation hereunder;
- (c) Is independently developed by **Reviewer**; or
- (d) Is made available to **Reviewer** from another lawful source.

Further, notwithstanding any other provision hereof to the contrary, **Owner** hereby acknowledges that **Reviewer** anticipates consulting with professionals and advisors during its due diligence and will provide those professionals and advisors with copies of the confidential information provided by **Owner** subject to the provisions hereof. The term of this Agreement shall terminate on the third anniversary hereof.

Neither this Agreement nor performance by **Reviewer** hereunder constitutes an offer by **Reviewer** to purchase, or a solicitation by **Reviewer** of an offer to sell, any assets.

**PLEASE PRINT CLEARLY - YOUR RETURN REQUEST WILL BE SENT USING THIS INFORMATION**

Broker Name: _____	Client Name: _____
Signature: _____	Signature: _____
E-mail: _____	E-mail: _____
Address: _____	Address: _____
City, State, Zip _____	City, State, Zip _____
Phone: _____	Phone: _____
Date: _____	Date: _____

