

LANDLORD-TENANT NON-DISCLOSURE AGREEMENT (CONFIDENTIALITY)

1. The Parties. This Commercial Real Estate Non-Disclosure Agreement, hereinafter known as the "Agreement", made this ____ day of _____, 20__ between:

Potential Tenant: _____, hereinafter known as the "Potential Tenant".

Landlord: _____, hereinafter known as the "Landlord".

Agent (if any): _____, hereinafter known as the "Agent".

Collectively, the above-named persons or entities shall be known as the "Parties".

2. The Property. In connection with the Potential Tenant's consideration of a possible lease of the Landlord's real estate located at _____, City of _____, State of _____, hereinafter known as the "Property", the Parties agree to the following terms and conditions:

3. Genuine Interest. The Potential Tenant is genuinely interested in leasing the Property from the Landlord.

4. Permitted Use. The Potential Tenant will use the confidential information solely for purposes of evaluating the Property.

5. Confidential Information. The Potential Tenant acknowledges that all information and materials furnished from the Landlord or Agent concerning the Property is confidential and may not be used for any purpose other than the Potential Tenant's evaluation for a possible lease. Access to any information furnished by the Agent or Landlord will be limited to attorneys, accountants, financial representatives, and business advisors directly involved with the Property.

6. Nondisclosure. Landlord, Potential Tenant and Agent all agree not to disclose to any other person or business entity the fact that any discussion or negotiations are taking place with respect to the Property, including any business located therein, or the actual or potential terms, conditions or facts involved in any such discussions or negotiations.

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

8. Binding Effect. This Agreement shall be governed and construed in accordance with the laws of the State of _____ and shall survive the closing of any Agreement between Potential Tenant and Landlord for a period of _____ from the date of said closing or if the information becomes publicly available, whichever occurs first. The word "Closing" shall include notification of non-interest on the part of Potential Tenant as well any successful transaction between Potential Tenant and Landlord.

9. Cost of Enforcement. In the event either party commences a judicial action to enforce the provision of this Agreement, the prevailing party in such action shall be entitled to recover, in addition to such other amounts as may be permitted by law, all costs and expenses incurred by it in the prosecution of defense of such action, including reasonable attorneys' fees.

10. Warranty. If the Agent is providing the confidential information, the Agent does not guarantee, warrant, either expressed or implied, any information and/or figures supplied by the Landlord. Potential Tenant should rely on their own verification of this information as a part of their due diligence.

11. Reproduction Prohibited. No copies shall be made or retained of any written information supplied to Potential Tenant by the Landlord. At the conclusion of any discussion, negotiation or upon demand by the Landlord, all information, including notes, photographs, financial statements, or any other details released to the Potential Tenant, shall be returned to the Landlord or Agent. Any information shall not be disclosed to any employee or consultant unless they agree to execute and be bound by this agreement.

Potential Tenant's Signature _____ **Date** _____

Print Name _____