



COLDWELL BANKER COMMERCIAL
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FAX

To: Mike Palm

Fax Number: 612-338-5288

From: _____

Date: _____

Number of Pages: _____

Comments: [please indicate below, in which listing you are interested]

Please also include your:

Name: _____

Phone Number: _____

Email: _____

NON-DISCLOSURE AGREEMENT

WHEREAS, in consideration of the broker, _____ (“Broker”), disclosing the name and location of a business _____ (the “Business”) concerning its possible sale to prospective purchaser, _____ (“Purchaser”), as well as other relevant evaluation information and materials relating to said Business, and

WHEREAS, Purchaser acknowledges that such information provided by the Broker or the Business Owner is confidential and that disclosure to parties other than Purchaser’s financial and legal advisors solely for the purpose of determining whether Purchaser wishes to make a proposal for the acquisition of the Business may be damaging to the Business and its owners.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, Purchaser agrees as follows:

1. Purchaser will not disclose for a period of two (2) years any evaluation information and materials it may receive from Broker or the Business Owner concerning said Business to any third person (except for Purchaser’s legal and financial advisors for purposes of securing their recommendations concerning the acquisition of said Business) who is not a party to this or a similar Agreement. Such information shall also include the fact that the Business is or may be for sale.
2. That Purchaser and its legal and financial advisors shall not contact the owner of the Business, or its employees, suppliers or customers except through Broker.
3. Purchaser acknowledges that Broker is the agent of the owner of the Business and not the agent of Purchaser and neither the Purchaser nor its legal or financial advisors shall attempt to circumvent or interfere with Broker’s contract with the owner of the Business or Broker’s right to a fee from owner pursuant to said contract. Any brokerage fee shall be paid by the Business Owner and not the Purchaser.
4. Purchaser acknowledges that any evaluation information and materials it receives from Broker or the Owner requires independent verification by Purchaser and that Broker makes no representation or warranty with respect to the accuracy of such information.
5. Facsimile signatures shall be acceptable in lieu of original signatures.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this _____ day of _____, _____.

PURCHASER:

BROKER:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____