



## 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 Buyer/Tenant: \_\_\_\_\_, hereinafter known as the "Interested Party".

Seller/Landlord: Family Trust 11-19-97, hereinafter known as the "Owner".

Agent: BJ Delhamer, 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 Interested Party's consideration of a possible purchase or lease of the Owner's real estate located in North County San Diego, CA, hereinafter known as the "Property", the Parties agree to the following terms and conditions:

**3. Genuine Interest.** The Interested Party is genuinely interested in purchasing or leasing the Property from the Owner.

**4. Permitted Use.** The Interested Party will use the confidential information solely for purposes of evaluating the Property.

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

**6. Nondisclosure.** Owner, Interested Party 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.** Interested Party agrees not to contact the Property or Business employees, suppliers, or customers except through the Agent or Owner. Interested Party further agrees not to circumvent or interfere with the Agent's listing agreement with the Owner in any way.

**8. Binding Effect.** This Agreement shall be governed and construed in accordance with the laws of the State of California and shall survive the closing of any Agreement between

Interested Party and Owner for a period of 365 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 Interested Party as well any successful transaction between Interested Party and Owner.

**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 Owner. Interested Party 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 Interested Party by the Owner. At the conclusion of any discussion, negotiation or upon demand by the Owner, all information including notes, photographs, financial statements, or any other details released to the Interested Party shall be returned to the Owner or Agent. Any information shall not be disclosed to any employee or consultant unless they agree to execute and be bound by this agreement.

**Interested Party's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Interested Party's Printed Name: \_\_\_\_\_

Interested Party's Phone #: \_\_\_\_\_

Interested Party's Status (Circle):            Investor/Owner User :: Licensed Broker :: REIT

**Return signed NDA to:**

**BJ Delhamer**  
GRE Land & Commercial Real Estate  
Broker #01720232  
Direct: 760.593.7653  
Fax: 619.343.3233  
Email: bjd@grecre.com