

CONFIDENTIALITY/ REGISTRATION AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“Agreement”) is made and agreed to by LIT Property Services (“Broker”), exclusive listing broker for the Property, and _____ (“Purchaser”) regarding the property known as _____ (“Property”). The obligation of confidentiality undertaken pursuant to this Agreement shall survive the terms of the Broker’s listing agreement with the Owner.

PURCHASER HAS REQUESTED information from Broker for the purpose of evaluating a possible acquisition of the Property. The Owner of the property has instructed Broker to deliver information concerning the Property, much of which is highly confidential, only to those potential purchasers who sign this Agreement.

THE PARTIES AGREE, in consideration of the covenants and agreements contained herein, as follows:

1. Purchaser will not disclose, permit the disclosure of, release, disseminate or transfer, any information obtained hereunder (“Information”) to any other person or entity.
2. If Purchaser is a corporation, partnership, limited liability company or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who have need to know of the information, and who are specifically aware of the Agreement and agree to honor it.
3. This Agreement applies to all Information received from Broker, now or in the future, which is not readily available to the general public. Purchaser understands that all information shall be deemed confidential, valuable and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner and Broker.
4. All information shall be used for the sole purpose of evaluating the potential acquisition of the Property, and it shall not at any time, or in any manner, be used for any other purpose.
5. Purchaser shall not contact directly any persons concerning the Property, other than Broker, without Broker’s or Owner’s written permission. Such persons include, without limitation, Owner’s employees, suppliers and tenants.
6. The purchaser shall not enter the property without prior consent from Broker or Owner. In the event that Purchaser is granted permission to enter the property along with an agent, manager, Purchaser enters at their own risk. Broker and Owner make no representations or warranties with respect to the presence of hazardous materials or the structural integrity of the building(s) and Purchaser assumes all risks associated with said entry. Purchaser and Co-Broker agree to release and hold harmless Broker and Owner and their employees, managers, and agents from any and all damages, injuries, claims, causes of actions, or losses of any kind resulting from Purchaser’s entry to said property.
7. Purchaser acknowledges that it is a principal and not an agent on behalf of any other party in conjunction with the purchase of the Property (except Advisors working on behalf of their pension fund clients). Purchaser acknowledges that it is not working with any other broker or agent other than the Broker named below in connection with the property.
8. Neither Broker nor Owner make any representations or warranty, express or implied, as to the accuracy or completeness of any information provided by them. Purchaser assumes full and complete responsibility for reconfirmation and verification of all Information received and expressly waives all rights of recourse against Owner and Broker with respect to the same.
9. The Persons signing on behalf of Purchaser and Broker represent that they have the authority to bind the party for whom they sign.
10. This Agreement shall be governed and constructed in accordance with the laws of the State of Georgia.
11. Purchaser Acknowledgment and Indemnification:

Jay Glatting

LIT Property Services
724 Monroe Dr., Suite B
Atlanta GA 30308

(404) 881-8888 office
(404) 806-4872 fax
jglatting@livingintown.com

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_____ a) _____ (“Co-Broker”) has authorization to represent Purchaser in the acquisition of Property and Purchaser indemnifies owners of the aforementioned Property against any other commission claims by Brokers other than previously stated. The “Co-Broker” agrees it will not discuss the Property with any other party other than the Registered Potential Purchaser and that it will not distribute the Confidential Information or excerpts to any other party.

_____ b) No broker represents Purchaser; furthermore, Purchaser indemnifies Broker and Owner against any other commission claims by brokers other than stated above.

PURCHASER:

_____ (Signature)

By: _____ Title: _____ Date: _____

Company: _____

Address: _____

Telephone: _____ Fax Number: _____

Email: _____ Other: _____

CO-BROKER:

_____ (Signature)

By: _____ Title: _____ Date: _____

Company: _____

Address: _____

Telephone: _____ Fax Number: _____

Email: _____ Other: _____

Jay Glattig

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