



## **NONDISCLOSURE AGREEMENT**

In connection with the possible acquisition by you of Cape Cod Properties, we will be furnishing you information regarding these businesses/properties, their financial condition, operations and prospects of the business. In consideration of obtaining proprietary information, you agree that:

1. All the proprietary information furnished by Cape Cod Village Realty or the seller to you will be considered confidential.
2. Unless we agree in writing, you will not disclose or reveal any proprietary information for five years from the date below, to any person(s) or entity(ies) other than your employees or representatives who are directly participating in the evaluation of this information for any purpose other than in connection with a proposed acquisition.
3. If you decide that you do not wish to pursue the proposed acquisition, you will advise us of this fact in writing and return to us all proprietary information furnished to you without keeping copies.
4. Although you understand that the business and Cape Cod Village Realty have included proprietary information, which we consider to be relevant for the purpose of your investigation, Cape Cod Village Realty does not make any representation or warranty as to its accuracy or completeness.

## **EXCLUSIVE BUYER REPRESENTATION AGREEMENT**

1. Buyer(s) desires to purchase certain real estate. Cape Cod Village Realty (CCVR) will have the exclusive right to introduce Buyer to real estate properties which might already be or not be known to Buyer. Only properties which CCVR introduces and/or supplies business and/or financial data are covered by this agreement.
2. Buyer will work exclusively with CCVR during this agreement. Buyer agrees to conduct all negotiations for property through CCVR and to refer to CCVR all solicitations received in any form from all businesses, their salespersons, prospective sellers, or any source during the time this agreement is in effect.
3. CCVR will take part in the transaction between the parties and the parties agree that CCVR will accept as compensation, the fee as published in the Multiple Listing Service for Buyers Brokers. The compensation due CCVR under this agreement shall apply to any property introduced to the Buyer by CCVR during the term of this agreement if the Buyer enters into a contract to acquire any property as described above within 120 days after this agreement expires.
4. This agreement shall be in effect for 365 days from the date signed or upon completion of the acquisition of a property identified during that period, whichever date is later.

5. Buyer acknowledges that CCVR may represent other buyers who are interested in the same or similar properties. Buyer acknowledges that CCVR is being retained as a real estate agent/inn consultant and not as any other professional service provider.

6. Buyer acknowledges CCVR's advice to seek legal counsel relating to any terms of this agreement which are not understood and hereby acknowledges receipt of a copy of this agreement. Any modification of this agreement must be in writing and signed by all parties.

Agreed to and accepted:

\_\_\_\_\_  
Signature(s) Date

\_\_\_\_\_  
Name(s) (Print)

\_\_\_\_\_  
Address (Street, city, state & zip)

\_\_\_\_\_ Email address