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## Commercial Buyer Registration

*To receive confidential information regarding a business or commercial real estate property, please complete this 2 page form and return it via email, fax, or post. You will be contacted within 48 hours.*

**Buyer Entity Type**       Individual       Corporation

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Contact Phone** \_\_\_\_\_

**Email** \_\_\_\_\_

**Property are you inquiring about:** \_\_\_\_\_

**Qualifications: Capital to invest** \_\_\_\_\_

**Experience** \_\_\_\_\_

**1031 Exchange?**     Yes       No

Please feel free to provide additional notes or attachments

Thank you. Please go on to page 2.

# Maine Real Estate Brokerage

## Buyer Confidentiality Agreement

### Confidentiality Agreement

In connection with the possible acquisition by you, the undersigned, Maine Real Estate Brokerage (MREB) will be furnishing you information regarding this business, its financial condition, operations and prospects of the Company. In consideration of obtaining this proprietary information, you agree:

1. All the propriety information furnished by us or the seller to you will be remain confidential.
2. Unless we agree otherwise in writing, you will not disclose or reveal any proprietary information for five years from the date to any person(s) or entities(s) 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 and return to us all propriety information furnished to you without keeping copies of it.
4. You will not interfere with any operations of the subject business through the use of the confidential information provided to you, and you will not use that information for your own account or advantage.
5. You or others working on your behalf will not directly contact the principals, employees or customers of the business named in this agreement.
6. Neither MREB nor any of its agents makes any representation or warranties regarding the completeness or the accuracy of the information provided. You understand and acknowledge that it is your right and obligation to perform a due diligence review of the subject property and that only those representations and warranties made in an executed Purchase and Sale Agreement will have legal effect or be relied upon by you.
7. MREB represents the seller(s) of this business and / or property. Nothing in this agreement is intended to create or may be construed as creating a principal - agent relationship between you and MREB.
8. You shall indemnify, hold harmless and defend MREB, the seller, their employees and agents from and against any and all claims, losses, expenses, liabilities, demands, and obligations that any of them may incur on account of any claim arising out of this agreement, the performance of your obligations hereunder, or MREB provision of any information regarding a business or property to you, except to the extent such loss is the determined by a court to be the result of that person's willful breach of this agreement or willful misconduct. Your obligations shall survive the execution of this agreement, a closing, and any termination of the business relationship between you and MREB

Agreed to and accepted this **Date:** \_\_\_\_\_

**Name** (please print) \_\_\_\_\_

**Signature** \_\_\_\_\_