

Marcus & Millichap

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) will confirm our mutual understanding in connection with Marcus & Millichap providing, and your receipt of, information regarding the designated Property hereby referred to as (“The Property”). The Property is located at

**851 California St San Francisco, CA 94108
APN # 0256-018**

1. Information means all oral or written data, reports, records or materials (“Information”) obtained from Marcus & Millichap or The Property, including the name, address and type of businesses in The Property, the knowledge that The Property may be considering a sale or lease, or even the fact that information has been provided. Information shall not include, and all obligations as to non-disclosure by the undersigned shall cease to any part of, such Information to the extent that such Information: (a) is or becomes public other than as a result of acts by the undersigned; (b) can be shown was already known to the undersigned at the time of its disclosure hereunder; (c) is independently obtained by the undersigned from a third party having no duty of confidentiality to The Property; (d) is independently developed by the undersigned without use of any information supplied hereunder; or (e) is obligated to be disclosed pursuant to applicable law, regulation or legal process.
2. Information is being furnished solely in connection with your consideration of the acquisition or leasing of The Property and shall be treated as “secret” and “confidential” and no portion of it shall be disclosed to others, except to those of your employees and agents whose knowledge of the Information is required for you to evaluate The Property as a potential leasing or acquisition and who shall assume the same obligations as you under this Agreement. The undersigned hereby assumes full responsibility for the compliance of such employees or agents to the terms of this Agreement. The undersigned further agrees that it will not interfere with any business of The Property through the use of any Information or knowledge acquired under this Agreement nor use any such information for its own account. The undersigned will not share any Information with other Brokerage Firms.
3. It is understood that The Property are the intended parties and beneficiary whose rights are being protected and may enforce the terms of this Agreement as if it were a party to this Agreement.
4. All information shall be promptly returned or destroyed, as directed by Marcus & Millichap or The Property.
5. It is understood that (a) no representations or warranties are being made as to the completeness or accuracy of any information and (b) any and all representations and warranties shall be made solely by The Property in a signed acquisition agreement, leasing agreement, purchase agreement or purchase contract and then be subject to the provisions thereof.
6. The undersigned acknowledges the responsibility to perform a due diligence review at its own cost and expense prior to going forward with any lease or acquisition.
7. The respective obligations of the parties under this Agreement shall survive for a period of two years following the date hereof.
8. Should the undersigned acquire any interest in or become affiliated in any capacity with the Property, the Undersigned (and if the Undersigned has a Real Estate Representative), shall protect Marcus & Millichap’s right to a commission. If the Undersigned breaches the terms of this Agreement or in any way interferes with Marcus & Millichap’s right to a fee, the Undersigned shall be liable for such a fee and any other damages, including reasonable attorney’s fees. Any dispute over the performance of this Agreement shall be decided by binding arbitration as provided in the California code of Civil Procedures, Section 1280 et. Seq.
9. All inquiries with regard to the Property shall be conducted through Taylor Flynn, Agent of Marcus & Millichap. The expiration of this agreement shall be as stated in section 7 of this Agreement.

Marcus & Millichap

On this day of _____, I approve of the above terms and conditions.

Principal's Name _____

Principal's Phone _____