



Non-Disclosure and Confidentiality Agreement

LISTING BROKER: Coldwell Banker Realty

LISTING AGENT(S): Stephen Velonis

BROKER ADDRESS: 1085 Summer Street, Lynnfield, MA 01940

CONTACT INFO: Stephen.Velonis@nemoves.com - 978-697-7855

BUYER/TENANT BROKER: _____

BUYER/TENANT AGENT(S): _____

BROKER ADDRESS: _____

CONTACT INFO: _____

INFORMATION RECIPIENT(S): _____

_____ (“Recipient”)

RECIPIENT ADDRESS: _____

CONTACT INFO: _____

PROPERTY: 13 Central Street
Salem, MA 01970

WHEREAS, Coldwell Banker Realty (“Broker”) represents and/or is working with the (check one)

Provider / **Recipient** of information to be disclosed in relation to the prospective purchase, sale, exchange, lease or rental of the Property (the “Information”); and

WHEREAS, Recipient has requested and/or Provider has agreed to make the Information available to Recipient solely for the purpose of assisting Recipient to evaluate the efficacy of the proposed transaction; and

WHEREAS, all parties named herein understand, acknowledge and agree that the Information supplied by Provider is proprietary and confidential and that Provider would be irreparably harmed if the Information were to become or be made available to third parties; and

WHEREAS, all parties named herein understand, acknowledge and agree that the fact that the Property is and/or may be listed for sale, exchange, lease or rent and/or the fact that a party hereto may be interested in and/or may be pursuing the potential purchase, exchange for, lease or rental of the Property, or that any discussions may be taking place with respect to any of the foregoing, is confidential (collectively, the “Status”); and

WHEREAS, all parties named herein understand, acknowledge and agree that Provider is supplying the Information strictly in consideration of the promises and covenants made by Recipient, the Brokers and Agents named herein; and

WHEREAS, all parties named herein – including the Brokers – understand, acknowledge and agree the they will benefit from the disclosure of the Information;

NOW THEREFORE, in consideration of the mutual covenants and promises exchanged herein including, but not limited to, the Provider supplying the Information to the Recipient, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Recipient, Listing Broker and Buyer/Tenant Broker agree as follows:

1. Recipient, the Brokers and their respective Agents will protect and maintain in the strictest confidence the Information supplied by Provider and that they will not, inter alia, reproduce (including copying, scanning, telefaxing, etc.), transmit, publish, post, deliver, disclose or otherwise divulge or make known to any person or entity not a party to this Agreement (each a "Third Party") any of the Information supplied by Provider, nor likewise divulge any summary, précis, abstract, outline, or otherwise convey or divulge the content or substance of the Information to any Third Party.
2. The Information may only be disclosed if a request has been submitted in writing to Provider prior to any disclosure specifying with particularity any part or portion of the Information to be disclosed, the party or parties to whom such Information is to be disclosed, and the reason for the disclosure, and Provider has granted in each instance, in writing, prior consent to the disclosure; provided further that any party to whom any of the Information is to be disclosed must be provided a copy of this Agreement and must, in a signed writing, agree to all terms, conditions and provisions hereof, and Recipient explicitly agrees herein to be responsible for the compliance of any such Third Party with all provisions of this Agreement.
3. The Information, including any and all copies, facsimiles, summaries, précises, abstracts, outlines, etc., thereof, must be returned to Provider *immediately* upon request by Provider, Provider's Broker or Agent and/or upon a decision or determination by any party that the parties will not be entering into a transaction as anticipated herein.
4. Recipient, the Brokers and their respective Agents will protect and maintain in the strictest confidence the Status, as defined herein, and that they will not, inter alia, transmit, publish, post, deliver, disclose or otherwise divulge or make known to any Third Party the Status, unless all parties hereto have provided prior written consent to such disclosure to a specific Third Party, which consent must be granted in each instance; provided further that any such Third Party must agree not to further disclose the Status and the party to this Agreement who so discloses the Status will be responsible for the compliance of any such Third Party with all provisions of this Agreement.
5. All parties hereto understand, acknowledge and agree that any breach of the provisions of this Agreement by any party will cause irreparable harm to the other parties for which monetary damages may not provide adequate compensation and that, therefore, upon any breach of any term of this Agreement by any party, any and all other parties will be entitled to seek any and all legal and equitable judicial relief, as well as reimbursement for all attorneys' fees, court costs and fees that may be incurred in seeking such relief; and that, whereas monetary damages may not provide satisfactory or sufficient relief for breach of the terms of this Agreement, any and all aggrieved parties may pursue equitable injunctive relief to enforce the terms of this Agreement in the event of breach or anticipated breach by another party.

BY SIGNING BELOW, the parties hereto acknowledge that they have read and understand the entire Amendment and that each party hereby agrees to said terms and conditions.

RECIPIENT

By: _____
 (_____)
Please Print Name and Title/Authorization

PROVIDER

By: _____
 (_____)
Please Print Name and Title/Authorization

BUYER/TENANT BROKER

By: _____
 (_____)
Please Print Name and Title/Authorization

LISTING BROKER

By: _____
 (**Stephen Velonis** _____)
Please Print Name and Title/Authorization

BUYER/TENANT AGENT

Date: _____

LISTING AGENT

Stephen Velonis
Date: _____