

41 Wendell Ave, Pittsfield MA 01201**List Price: \$890,000**

Investment opportunity near downtown Pittsfield. This renovated 7,904-square-foot commercial building is situated on approximately 0.72 acres in the Downtown Creative District and is currently leased to an established daycare/school operator through August 2031. The property generates an annual base rent, plus documented reimbursements for real estate taxes, insurance, and water/sewer expenses. The building offers approximately 3,952 square feet on each of two levels, with an open, adaptable layout suitable for educational, nonprofit, institutional, professional, or community-oriented uses. Improvements include central HVAC, replacement windows, sprinkler and fire-alarm upgrades, and extensive interior renovations. An elevator provides convenient access between floors.

Property Highlights**Total # Bedrooms:****Total Bathrooms:** 0**Total Full Baths:** **Total Half Baths:****Year Built:** 1972 (Assessor)**Sq Ft Avail:** 7,904 (Assessor) **Acres Apx:** 0.72**Basement:** Finished-Fully; Interior Access**Interior Details****Interior Amenities:** Air Cond; Alarm System; Elevator; Emp Break Room; Emp Kitchen; Sprink Sys-Wet**Heat/Cool:** Central AC; Hot Water; Multizone**Fuel:** Nat Gas**Hot Water:** Nat Gas**Electric Type:** Circuit Breaker**Accessibility:** Elevator; Handicap Access**Lead Paint:** No**Community Details****Registry:** Middle Registry**Right to Farm Comm:** Yes**Unit Details****Exterior / Structural Details:****Exterior Amenities:****Construction:** 2x6 Walls; Concrete; Masonry; Wood Frame**Roof:** Asphalt**Water:** Public**Sewer:** Public**Underground Oil Tank:** Unk**Land Details:****Acres Apx:** 0.72**Lot Size SqFt:** 31,363**Parking Type:** Private**Lot Description:** Paved Drive**Public Records / Legal Information****Zoning:** Business; Residential**Book:** 6559**Page:** 242**Map Ref:** PITT M:H08 B:0016 L:019**Taxes:** 5,308 (2025)**Assess Amt:** 295,900 (2025)**Betterment:** No**Sale and Showing Details****Directions:** From Route 7, turn onto East Housatonic St.. Take the first left onto Wendell Ave.. Property is on the right side about halfway up.**Status:** Active**Possession:** Close Of Escrow**Current Price:** 890,000**Agent Interest:** None**Original List Price:** 890,000**Agent Days on Market:** 6**Limited Service:** No**Seller Terms:****Seller Disc:** No**Contingent:****List Date:** 08/27/2026**Surveillance:** Yes**Marketing/Headline:** Investment opportunity near downtown Pittsfield.**Listed by:** Timothy Gallagher STONE HOUSE PROPERTIES, LLC

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NON-DISCLOSURE AGREEMENT

This Nondisclosure Agreement entered as of _____ (the "Agreement") pertaining to :
41 Wendell Ave., Pittsfield, MA 01201 ("Property"). WHEREAS, it is the desire of the
Recipient to explore the possibility of purchasing the Property ("Business Opportunity");
WHEREAS, it is necessary for the Disclosing Party to furnish certain information to Recipient
which is non-public, confidential and/or proprietary in nature to explore the Business
Opportunity;

NOW, THEREFORE, Recipient hereby confirms its desire to examine Disclosing Party's
confidential and proprietary information for the purpose of evaluating the Business Opportunity
and, in consideration of being furnished with such information agrees as follows:

I. Non-Disclosure and Restrictions on Use of Information.

(a) Information. For purposes of this Agreement, "Information" shall mean, without limitation,
the identity of the Business Opportunity, all intellectual property, strategic information, financial
statements or projections, business plans, prototypes, drawings, data, trade secrets, business
records, customer lists, supplier agreements, partnership or joint venture agreements, license
agreements, marketing plans, employee lists, policies and procedures, information relating to
processes, technologies or theory and any or all other information which may be disclosed by the
Disclosing Party to Recipient in accordance with this Agreement.

(b) Non-Disclosure of Information. The Recipient acknowledges the competitive value and
confidential nature of the Information and the damages that would result to the Disclosing Party
if any such information were disclosed, therefore the Information will be kept confidential and
shall not be disclosed by the Recipient in any manner whatsoever in whole or in part. This
provision shall not apply to any such information which has been made public or which becomes
independently known to Recipient from a source other than the Disclosing Party and which is not
subject to any restrictions or disclosure.

(c) Restrictions on Use/ Non-Circumvention. Recipient shall not use the Information directly or
indirectly for any purpose other than Recipient's Evaluation of the Business Opportunity, and
such permitted use shall absolutely cease if and when the Disclosing Party has notified the
Recipient that it no longer considers the business opportunity with Recipient to be viable.
Without limiting the generality of the foregoing, Recipient shall not use the disclosed
Information to perform, manufacture, distribute, deliver, use or sell products or services
embodying such information or otherwise compete with, circumvent or act to the detriment of
the Disclosing Party.

(d) Loss or Misuse of Information. The Recipient shall keep a record of the location of the
Information and shall notify the Disclosing Party promptly of any loss, misuse or
misappropriation of the Information. The Recipient hereby agrees to indemnify Disclosing Party
against all losses, damages, claims or expenses (including attorney's fees) incurred or suffered by
Disclosing Party as a result of Recipient's breach of this Agreement.

(e) Title to and Return of the Information. Recipient agrees that no license, either expressed or implied, is hereby created or granted to Recipient by Disclosing Party to use any of the Information other than solely for the purpose of the Evaluation of the Business Opportunity. Title to the Information shall remain in the Disclosing Party, and in the event a Potential Transaction is not consummated, the Information shall be returned to the Disclosing Party by the Recipient in accordance with the Disclosing Party's instructions.

2. Response to Legal Process. In the event Recipient (or anyone to whom it transmits the Information, whether or not in compliance with this Agreement) is requested, pursuant to subpoena or other legal process, to disclose any of the Information, Recipient shall provide Disclosing Party with immediate notice so that Disclosing Party may seek a protective Order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or Disclosing Party waives compliance with the provisions of this Agreement, Recipient (or such other person), shall furnish only that portion of the Information which is legally required and shall exercise its best efforts to obtain a protective order or other assurance satisfactory in form and substance to Disclosing Party that confidential treatment will be accorded in the Information in accordance with this Agreement.

3. Disclaimer of Accuracy of Information. Although the Disclosing Party has endeavored to include in the Information such information known to it which it believes to be relevant for the purpose of the Evaluation, the Recipient understands that neither the Disclosing Party nor any of its representatives or advisors has made or herein makes any representation or warranty as to the accuracy or completeness of the Information.

4. Remedies. The parties agree that the disclosure of the Information by Recipient in violation of this Agreement may cause irreparable harm, the amount of which would be impossible to ascertain, and that there is no adequate remedy at law for any breach by Recipient of this Agreement. Therefore, in addition to any other rights and remedies it may have, Disclosing Party shall have available the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any provision of this Agreement. Recipient further agrees that no bond or other security shall be required in obtaining such equitable relief and consents to the issuance of such injunction and to the ordering of specific performance.

5. Assignment. Recipient shall not have the right to assign its rights under this Agreement, expressly or by operation of law. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, and jurisdiction shall lie exclusively in Berkshire County, MA.

7. Severability. The invalidity or un-enforceability of any provision hereof shall in no way affect the validity or enforceability of the remainder of the Agreement or any other provision thereof.

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8. Modification; Waiver. No oral modifications shall be effective and no delay or failure on the part of either party to insist on compliance with any provision hereof shall constitute a waiver of such party's right to enforce such provision.

9. Integration. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one Agreement, superseding all prior understandings, oral or written; and it is expressly understood that this Agreement does not obligate either party to enter into any other or further agreements.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

DISCLOSING PARTY:

SELLERS REPRESENTATIVE



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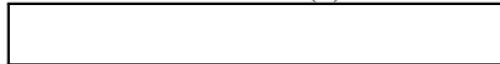
Timothy Gallagher

Signature

Printed Name

RECIPIENT(S):

PROSPECTIVE BUYER(S)



Signature

Printed Name

PROSPECTIVE BUYER(S)

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Printed Name

BUYER'S AGENT

Signature

Printed Name

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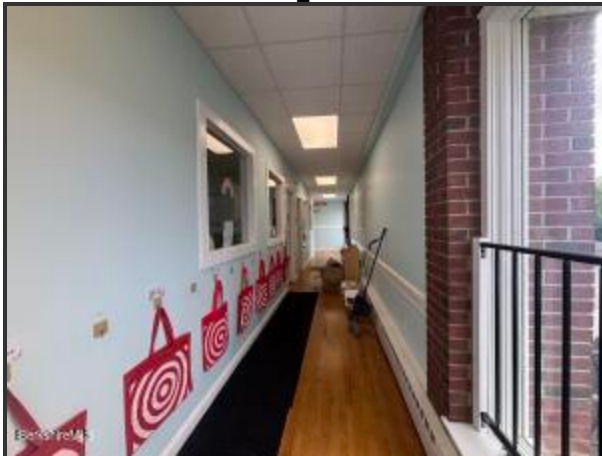
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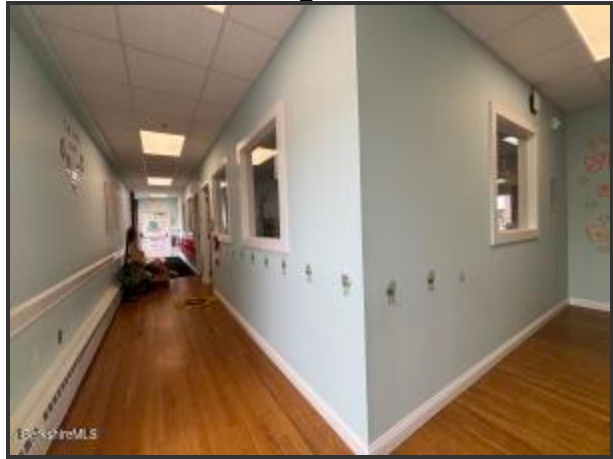
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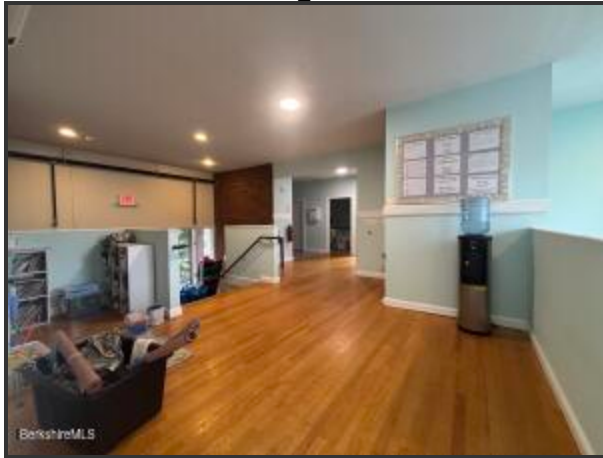
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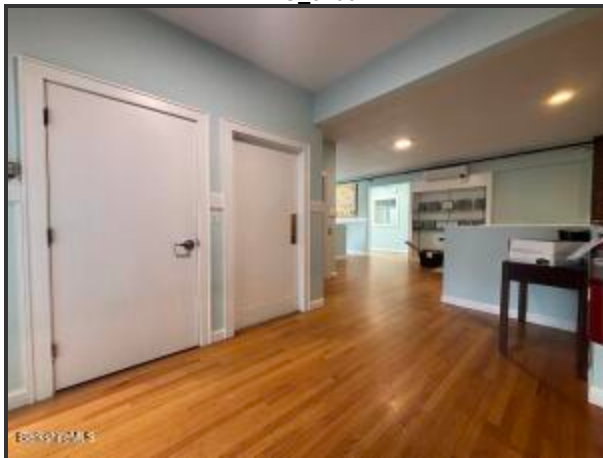
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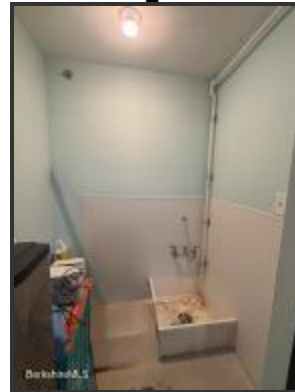
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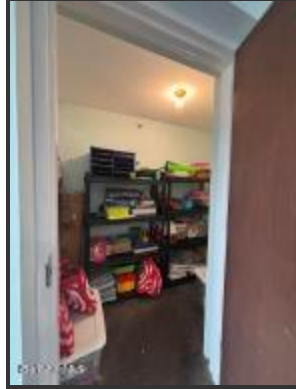
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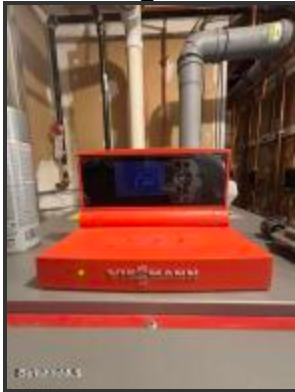
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