

Non-Disclosure Agreement

This Non-Disclosure Agreement entered into, as of _____, by and between the Keller Williams Commercial division of Keller Williams Portland Premiere (“KW”) and _____ (including any affiliates of either, collectively the “Accepting Party”). The parties are collectively referred to herein as the “Parties.”

The Accepting Party is interested in obtaining information regarding real property commonly known as _____ (the “Property”) in order to evaluate the possible acquisition (the “Proposed Transaction”) of the Property by Accepting Party. By signing this Agreement and learning the location of the Property and identity of the Owner, Accepting Party hereby agrees as follows:

- Confidentiality.** Any information, oral and written, with respect to the Property, including, but not limited to, the Property address, owner’s identification and asking price, provided to Accepting Party by KW, it’s designated broker _____, Owner, Owner’s representatives, and/or any of their respective consultants, agents, or employees will be used solely for the purpose of evaluating the possible acquisition of the Property by Accepting Party, will not be used for any other purpose, nor disseminated to anyone not specifically excepted in the balance of this paragraph. Accepting Party shall keep all Property information strictly confidential; provided, however, that such information may be delivered to such persons or entities who because of their involvement with Proposed Transaction need to know such information for the purpose of giving advice with respect to, or consummating, The Proposed Transaction (i.e. attorneys, lenders, etc., all of who are collectively referred to as “Related Parties”); provided however that any such Related Parties shall be informed by Accepting Parties of the confidential nature of such information and shall be directed By Accepting Party, and Accepting Party shall cause such Related Parties, to keep all such information in the strictest confidence and to use such information only in connection with the Proposed Transaction and in accordance with the terms of this Agreement. In any event, Accepting Party will be responsible for such Related Parties complying with the confidentiality provisions hereof. Accepting Party will not communicate with tenants of the Property, if any, without the prior written consent of Owner.
- No Interference or Circumvention.** The Parties shall not directly or indirectly interfere with, or circumvent or attempt to circumvent, avoid, by-pass, or obviate each other’s financial or other interests, or the interest or relationship between KW and the Owners.
- Representation by Owner.** KW makes no representation or warranties of any kind as to the accuracy or completeness of any of the information provided to Accepting Party by Owner or Owner’s representatives and KW expressly disclaims any and all liability for representations or warranties, express or implied, oral or written, made by any person or entity to Accepting Party about or concerning the Property of the Transaction.

4. **No Obligation.** Owner is under no legal obligation of any kind whatsoever with respect to the Proposed Transaction by virtue of this Agreement, the disclosure of information about or regarding the Property, any discussion concerning the Proposed Transaction or otherwise, unless and until a binding written agreement is executed and delivered to all parties hereto.
5. **Duration or Agreement.** This agreement shall automatically expire twelve (12) months after the date of the Agreement, unless extended in writing and signed by KW and Accepting Party.
6. **Duties of KW.** Upon execution of this Agreement by both parties, the only express duties and obligations of KW to Accepting Party are to provide Accepting Party with the Property address, Owner identification, the Owner's asking price for the Property, and any other information provided to KW by Owner and which KW is specifically authorized to disclose by Owner.
7. **Default.** In the event of default by Accepting Party, as to any of the material obligations of this Agreement, including, but not limited to, the payment of an earned commission or the duty of confidentiality, KW is free to pursue any remedy available to it, whether at law or in equity. Further, and beginning upon the declaration of default by KW costs and expenses, including reasonable attorney's fees and court costs, incurred as a result of Accepting Party's default, whether or not suit is filed.
8. **Electronic or Facsimile Signatures.** Signatures transferred via facsimile or e-mail shall be deemed an equivalent, original, legal and binding version of this Agreement as though it was an originally signed document.
9. **Authority.** The person signing this Agreement on behalf of each party represents and warrants that such person has the full right and authority to enter into this Agreement on behalf of such party and to fully bind such party to the terms and obligations of this Agreement.
10. **Entire Agreement.** This Agreement contains the entire understanding of the Parties hereto. No change, modification, or waiver of any provisions of this Agreement will be binding unless in writing and signed by all relevant and necessary parties to the modification.

Keller Williams Realty Portland Premiere

By: _____ Date: _____

Accepting Party

By: _____ Date: _____