

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "**Agreement**") is entered into by _____ (purchaser name), located at _____ (address) ("**Prospective Purchaser**") and, _____ (owner name), with its principal offices at _____ (address) ("**Owner**"); and Attlee Realty, LLC., a Texas licensed real estate broker ("**Broker**") with its principal offices at 8751 Collin McKinney Pkwy, Ste 104, McKinney, TX 75070.

WHEREAS, Prospective Purchaser desires to review certain information considered confidential regarding Owner's car wash property located at: _____ (address), (the "**Subject Property**") for possible acquisition; and

WHEREAS, Owner and Broker are only willing to share the confidential Property Information (the "**Property Information**") with Prospective Purchaser on the condition that it be kept confidential by Prospective Purchaser and not shared with others (except as provided herein), or utilized by Prospective Purchaser without the prior written approval of Owner; and

WHEREAS, Broker does not exclusively represent Owner in the sale of the Subject Property, and therefore Broker requires certain agreements from Prospective Purchaser regarding representations;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Prospective Purchaser hereby agree as follows:

1. Any and all information about the Subject Property delivered to Prospective Purchaser by Owner or Broker, shall be deemed the "**Property Information**" and covered by this Agreement.
2. The Property Information will be used by Prospective Purchaser solely for evaluating a possible acquisition of the Subject Property, and Prospective Purchaser shall hold and maintain the Property Information in the strictest confidence for the sole and exclusive benefit of Prospective Purchaser.
3. Prospective Purchaser shall not (i) disclose that the Subject Property is for sale, (ii) disclose that discussions or negotiations are taking place regarding the possible acquisition of the Subject Property, or any terms thereof, or (iii) conduct or engage in any discussions or questioning with any other person or entity, including any of Owner's employees, customers, or vendors.
4. Prospective Purchaser agrees to keep all Property Information strictly confidential; provided however, that any such Property Information may be disclosed to Prospective Purchaser's agent, directors, officers, accounting firm, banking institution, consultant, or attorney, who may need to know such information for the purpose of assisting in the evaluation of a potential acquisition of the Subject Property, but only on the condition that Prospective Purchaser will notify these parties that the information is confidential and such information must be treated with strict confidence, and to use such information only in connection with the proposed acquisition and in accordance with the terms of this Agreement.
5. Prospective Purchaser acknowledges and agrees that Owner and Broker providing such confidential Property Information, make no representation or warranty as to the accuracy or completeness of the Property Information. Owner and Broker shall not bear any liability to Prospective Purchaser as a result of the use of the Property Information, and it is understood that Prospective Purchaser is expected to, and is responsible for performing such due diligence investigations, research, and inspections of the Subject Property, as might be deemed necessary or desirable, as long as any such research or investigation shall conform to, and not conflict in any way with, any provision(s) contained in this Agreement.

6. Broker Provisions:

- a. **Prospective Purchaser agrees that the Subject Property has been introduced to Prospective Purchaser by Broker, and Prospective Purchaser agrees that Broker will act as (i) BUYER'S AGENT for Prospective Purchaser, or (ii) an intermediary between Owner and Prospective Purchaser, except that, in either case, Broker will only seek to obtain any commissions or fees from the Owner. Prospective Purchaser agrees to work exclusively through Broker in presentation of any offer, purchase, or lease ("Transaction") of the Subject Property. This includes any Transaction by Prospective Purchaser, or any related person or entity of Prospective Purchaser.**
 - b. **TREC Notice: As required by the Texas Real Estate Commission, Buyer acknowledges that Broker has provided Buyer with a copy of the "Information About Brokerage Services" form.**
7. Prospective Purchaser acknowledges receipt of The provisions of this Agreement shall survive the termination of this Agreement and Prospective Purchaser's duty to hold the Property Information in confidence shall remain in effect until the Property Information no longer qualifies as a trade secret or until Owner sends written notice releasing Prospective Purchaser from this Agreement, or until the date that is 3 years after the date that this document is signed by Prospective Purchaser, whichever occurs first.
 8. Upon termination of Prospective Purchaser's negotiations or business relationship with Owner, Prospective Purchaser shall immediately cease to use the Property Information and shall return or destroy all copies thereof.
 9. Prospective Purchaser shall indemnify and hold Owner and Broker harmless from any and all damages and expenses, including, but not limited to, court costs and attorneys' fees, that Owner may sustain as a result of Prospective Purchaser's use or disclosure of the Property Information other than as expressly permitted in this Agreement, or as a result of Owner's and/or Broker's enforcement of its rights under this Agreement. Prospective Purchaser recognizes that Owner is only making the Property Information known to Prospective Purchaser for the purpose of permitting Prospective Purchaser to evaluate the Subject Property and for no other use.
 10. This Agreement shall be governed under the laws of the State of Texas. Venue for any cause of action arising out of this Agreement shall lie exclusively in the courts of Collin County, Texas.
 11. Prospective Purchaser acknowledges that it has had the opportunity to read and discuss this Agreement with its advisors and understands this Agreement and its importance.

Agreed and accepted this _____ day of _____, _____.

PROSPECTIVE PURCHASER:

Signature

Printed Name

Company

Phone

Email

EMAIL THIS FORM TO:

carwashes@attleerealty.com

OR FAX TO: (214) 310-5118

C/O Attlee Realty, LLC.



Information About Brokerage Services

11-2-2015

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

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|---|-------------|---------------------------|-----------------|
| Attlee Realty, LLC | 9004811 | info@attleerealty.com | (972) 886-8357 |
| Licensed Broker/Broker Firm Name or Primary Assumed Business Name | License No. | Email | Phone |
| Tom Fry | 485498 | tom@attleerealty.com | (214) 679-9006 |
| Designated Broker of Firm | License No. | Email | Phone |
| Veronica Attlee | 0496075 | veronica@attleerealty.com | (972) 832- 8219 |
| Licensed Supervisor of Sales Agent/ Associate | License No. | Email | Phone |
| Sales Agent/Associate's Name | License No. | Email | Phone |

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

TAR 2501

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