

**COMMERCIAL CONFIDENTIALITY AND
NON-DISCLOSURE AGREEMENT**

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1. Date _____
2. Page 1

3. The undersigned have executed this Agreement on _____, 20 _____
4. regarding the property located at _____
5. _____ ("Property").

6. A. DEFINITIONS

7. (1) **Advisors:** With respect to both Buyer and Seller, Advisor includes consultants, or other professionals retained
8. for the evaluation of the Sale, including but not limited to legal counsel, accountants and financial advisors.
9. (2) **Confidential Information:** The term Confidential Information means and includes any of the following:
10. (a) all financial information and data of either party provided in connection with the Sale;
11. (b) any information concerning the business or affairs of the party furnishing such information, however
12. documented, which had been or may hereafter be provided, disclosed or shown by one party to another;
13. or
14. (c) Any copies, reproductions or compilations made or assembled by the recipient of any such information
15. using or incorporating any of the items set forth in paragraphs (a) and (b) above.
16. (3) **Sale:** The term Sale means the potential transaction contemplated by Buyer and Seller whereby Buyer may
17. purchase any real property, business, goodwill, inventory, fixtures or any interest of Seller whereby the parties
18. may exchange Confidential Information related to the transaction.

19. B. AGREEMENT

20. (1) **Recitals:**
21. (a) Buyer has requested access to and disclosure of certain proprietary and Confidential Information of Seller
22. for the purpose of evaluating a potential Sale;
23. (b) Seller has requested access to and disclosure of certain proprietary and Confidential Information of Buyer
24. for the purpose of evaluating a potential Sale; and
25. (c) Seller agrees to provide to Buyer, and/or Buyer's Advisors, and Buyer agrees to provide to Seller, and/or
26. Seller's Advisors, access to and disclosure of certain proprietary and Confidential Information of one
27. another for the limited purpose of evaluating a potential Sale, provided each party agrees not to disclose
28. or disseminate said Confidential Information or use it in any way for any purpose beyond the scope of this
29. Agreement.
30. (2) **Confidential Information:** In consideration of Seller's and Buyer's mutual exchange of Confidential Information,
31. the parties agree to be bound by the following terms and conditions relating to said information, including any
32. part or portion thereof. The parties further understand and acknowledge that a party providing said information
33. is doing so in reliance upon the recipient's compliance with said terms and conditions, which compliance the
34. recipient in each case hereby warrants.
35. (a) Ownership Access: Any Confidential Information received or learned by a party shall be deemed the
36. exclusive property of the party furnishing such information and shall remain the exclusive property of the
37. party that furnished it. A party to this Agreement is authorized to receive Confidential Information only in
38. accordance with and subject to the terms and conditions of this Agreement.
39. (b) Non-Disclosure: A recipient of Confidential Information shall keep the Confidential Information confidential,
40. including taking all action, legal or otherwise, necessary to enforce this Agreement and prevent any
41. disclosure of the Confidential Information by the recipients current or former Advisors. A recipient shall not,
42. without prior written consent of the party furnishing the Confidential Information, disclose to any person
43. or entity not involved in this transaction the discussions taking place between Buyer and Seller relating to
44. the Sale.

46. Property located at _____.
47. (c) Limited Use: No party shall use any part of the Confidential Information in any way, for any purpose
48. other than to evaluate the Sale.
49. (d) Liability: The undersigned acknowledge that disclosure of any of the Confidential Information in violation
50. of this Confidentiality Agreement would result in an irreparable injury to the non-breaching party and, by
51. reason thereof, the undersigned consent and agree that the injured party shall be entitled to an injunction
52. to be issued by any court of competent jurisdiction restraining the breaching party and the breaching
53. party's Advisors, affiliates, or employees from committing or continuing any such violation. The injured
54. party may also exercise any other legal or equitable rights or remedies to which the injured party is
55. entitled.
56. (e) Costs: Each party agrees that if it is held by any Court of competent jurisdiction to be in violation,
57. breach or non-performance of any of the terms and conditions of this Agreement, they will pay all costs
58. of such action of suit, including reasonable attorneys' fees.

59. SELLER**BUYER**

60. _____

61. By: _____
Michael Gohman, President Clearwater Development

By: _____

62. Its: _____
(Title)Its: _____
(Title)63. _____
(Date)_____
(Date)

64. By: _____

By: _____

65. Its: _____
(Title)Its: _____
(Title)66. _____
(Date)_____
(Date)**67. SELLER'S BROKER****BUYER'S BROKER**68. **Edina Realty, Inc.**
(Real Estate Company Name)_____
(Real Estate Company Name)69. By: _____
(Licensee) **Wayne E Murphy**By: _____
(Licensee)70. _____
(Date)_____
(Date)