

NON-DISCLOSURE-CONFIDENTIALITY-NON-CIRCUMVENT AGREEMENT

Prospects Name: _____ Partners or Company: _____
Address: _____ City: _____ State: _____ Zip: _____
Cell: _____ Tel: _____ Tel: _____ Fax: _____
E: _____ E: _____ www._____

This agreement is between above PROSPECTS and the introducing / procuring BROKERS as SVN SOUTHLAND and SVN Florida, ADVISORS as Carlton Dean, Natvar Nana & Bryan Morelock, and any other associated Broker | Advisors to the below offerings.

HOTEL PROPERTY & # _____

- 1. REPRESENTATION:** Prospect is the principal Buyer and not a Broker and not acting on behalf of another Buyer. Prospect acknowledges and agrees that Prospect is first known knowledge of the availability of the HOTEL PROPERTY offered is via SVN. The SVN Brokers in this agreement shall be defined as Transactional Brokers, or one who acts as a neutral resource to help Prospect and Sellers in the Buy and Sell Process of the Subject Property.
- 2. NON-DISCLOSURE:** The Prospect / Company agrees that, without prior written consent from SVN, The Prospect will not disclose the availability or share the confidential data with any other person outside of Prospects Company.
- 3. CONFIDENTIALITY:** The Property information is "confidential"; Prospect agrees: a) not to discuss the availability or data provided with others, b) to prearrange property visits through SVN, c) to maintain confidentiality on property visits; d) not to communicate about the AVAILABILITY of the property with the Staff, Hotel GM's or the partners of the Ownership.
- 4. EVALUATING INFORMATION:** The confidential teaser data and the full offering data provided by SVN is for the Prospects information to evaluate the LOCATION, the BRAND and the VIABILITY of the proposed investment.
- 5. NO WARRANTIES:** Although the Evaluation Data is believed to be accurate, Prospect agrees to personally verify the data and Prospect understands that a more thorough inspection will be permitted during Prospects Due Diligence period. SVN does not warrant the accuracy, errors or omissions, misstatement of facts or changes to the data or price, availability or a temporary withdrawal of the property. SVN shall be held harmless and indemnified against damages or any cost.
- 6. REQUEST FOR RETURN OR DISTRUCTION OF EVALUATION DATA:** If the Prospect has no interest in pursuing the proposed purchase of the Property, then the Prospect must promptly inform SVN in writing. Prospect agrees to delete all digital files related to Property and to destroy or return all hard copies of the confidential data provided by SVN.
- 7. COMMISSIONS:** Commissions are typically paid by the Seller. If there is NO SELLER FEES AVAILABLE, SVN will inform you. Prospect agrees to pay a Buyer premium / procurement fee totaling 3% on the purchase price. Prospect acknowledges that SVN was the first to introduce the property to the Prospect and therefore is the procuring cause for the proposed transaction between the Prospect and the Property Owner / Seller. SVN agrees to facilitate the transaction in the role of a Transactional Broker / Advisor.
- 8. NON-CIRCUMVENT:** Prospect shall not circumvent SVN in any dealings, in respect to the property for a period of 365 days from Prospects last communication with SVN. Circumvention shall include but not be limited to the direct or indirect purchase, lease, joint ventures, shares transfers or options.

Violation of this covenant will subject Prospect to paying SVN a commission equivalent to 5% of the transaction price and the legal cost associated to the recovery of fees.

This agreement may not be changed orally. A Fax, Scan or Email acceptance of this document shall be considered as the original for all purposes.

This Agreement shall be construed in accordance with the laws of the State of Florida.

I / WE ARE PRINCIPAL BUYERS AND WE ACKNOWLEDGE AND ACCEPT THE TERMS HEREIN:

Signature: _____ Name: _____ Date: _____

Signature: _____ Name: _____ Date: _____



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All SVN® Offices Independently Owned and Operated