

# LANDLORD-TENANT NON-DISCLOSURE AGREEMENT (CONFIDENTIALITY)

This **Landlord to Tenant Real Estate Non-Disclosure Agreement** (the "**Agreement**") is made as of this \_\_\_\_\_, 20\_\_ between:

## 1. The Parties.

Potential Buyer/Tenant: [NAME OF INTERESTED PARTY], hereinafter called the "**Interested Party.**"

AND

Landlord: [NAME OF LANDLORD], hereinafter called "the **Landlord**".

Agent (if any): [NAME OF AGENT], hereinafter called "**Agent**".

Collectively, the above-named persons or entities, shall be known as the "Parties."

**2. The Property Description.** The following terms and conditions have been agreed upon by the Parties in connection with the Interested Party's consideration of a potential purchase or lease of the Landlord's real estate located at [STREET ADDRESS], City of [CITY], State of [STATE], hereinafter referred to as the "Property

**3. Genuine Interest.** The Interested Party is genuinely interested in buying or renting the Property from the Landlord.

**4. Permitted Use.** The confidential information will only be used for evaluating the Property by the Interested Party.

**5. Confidential Information.** The interested party acknowledges that all materials and information provided by the landlord or agent regarding the property are confidential and may only be used by the interested party to evaluate a potential purchase or lease. Only the lawyers, accountants, financial representatives, and business advisors who are directly involved with the Property will have access to any information provided by the Agent or Landlord.

**6. Nondisclosure.** Landlord, Interested Party, and Agent all concur that they will not reveal to any other person or company the existence of any discussions or negotiations regarding the Property, including any businesses situated therein, or any actual or potential terms, conditions, or facts related thereto.

**7. Discretion.** It is the agreement of the interested party not to contact the employees, suppliers, or customers of either the Property or Business except through the Agent or Landlord. Additionally, the interested party promises to keep out of the way of the agent's listing agreement with the landlord.

**8. Binding Effect.** This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE] and shall remain in effect for a period of [TIME PERIOD] following

the closing of any Agreement between an Interested Party and a Landlord or until the information is made publicly available, whichever comes first. The term "Closing" shall refer to both any successful transaction between the Interested Party and the Landlord as well as any notification of the Interested Party's lack of interest.

**9. Cost of Enforcement.** If either party files a lawsuit to enforce a clause of this agreement, the winning party will be entitled to recover all costs and expenses incurred in filing the lawsuit and defending it, including reasonable attorneys' fees, in addition to any other money that may be allowed by law.

**10. Warranty.** Any information and/or figures supplied by the Landlord are not guaranteed or warranted by the Agent, even if the Agent is providing the confidential information, either explicitly or implicitly. As part of their due diligence, the interested party should rely on their own verification of this information.

**11. Reproduction Prohibited.** There shall be no copying or retaining of any written information provided by the Landlord to a Potential Tenant. Any information such as notes, photographs, financial statements, or other details released to the Potential Tenant must be returned to the Landlord or Agent at the end of any discussion or negotiation. Any information shall not be disclosed to any employee or consultant unless they agree to execute and be bound by this agreement.

Signature OF Potential Tenant \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_