



STANDARD “CONFIDENTIALITY/DISCLOSURE” AGREEMENT

_____, (**PROSPECT**) agrees that **PROSPECT** approached **MURPHY BUSINESS & FINANCIAL MOUNTAIN WEST (BROKER)**, and that **BROKER** was the first to advise them of the availability and details concerning the following business and/or real property opportunities:

<u>LISTING NUMBER</u>	<u>BUSINESS DESCRIPTION</u>	<u>INITIALS</u>
Choose an item.		

1. **PROSPECT** understands and agrees that all dealings concerning the opportunities above will be handled through **BROKER** and that **BROKER has entered into agreements with Sellers for the payment of commissions**. **BROKER** will furnish to **PROSPECT** certain proprietary information relating to the various operations, properties, personnel, financial and other matters which are non-public, confidential or proprietary in nature and are hereinafter referred to as “Proprietary Information.” The Proprietary Information will be kept confidential and shall not, without the prior written consent of **BROKER**, be disclosed by **PROSPECT** or its agents, representatives or employees, in any manner whatsoever, in whole or in part, and shall not be used by **PROSPECT**, its agents, representatives or employees, other than in connection with the purchase of one of the opportunities described above. **PROSPECT** shall be fully responsible for any breach of this Agreement by itself, its agents, representatives or employees. The Proprietary Information (including any copies thereof) will be returned to **BROKER** immediately upon **BROKER**’s request. **PROSPECT** agrees that it shall not retain any copies of the Proprietary Information supplied pursuant to the terms and conditions of this Agreement.

2. Any and all information provided to **PROSPECT** is provided for informational purposes only. **BROKER** does not make any representations and/or warranties as to the accuracy of the information provided and that **PROSPECT** is to make his or her own independent evaluation of the opportunities described above. **PROSPECT** acknowledges that **BROKER** has advised **PROSPECT** to seek independent professional advice in the review and evaluation of the information provided and that **PROSPECT** should seek the advice of an attorney and/or certified public accountant.

3. In the event **PROSPECT** discloses the availability of said designated opportunities to a third party who purchases a business without **BROKER** assistance, then **PROSPECT**, in addition to the remedies specified herein, is also responsible for payment of **BROKER’S** compensation which would have been paid on the listed selling price or minimum compensation, whichever is greater.

4. For two years from the date of this Agreement, **PROSPECT** agrees not to deal directly or indirectly with the Seller’s of the opportunities listed above without the prior written consent of **BROKER**. If **PROSPECT** enters into a sale and/or purchase agreement, a management contract or other financial arrangement with a Seller of an opportunity, including a leasing of the business premises from the Seller or its Landlord, **PROSPECT** shall be liable for any and all damages **BROKER** may suffer, including but not limited to the Seller’s commission payable on the sales price or minimum commission due under the Listing Agreement with Seller, whichever is greater and, any commission due on the lease agreement negotiated with the Landlord. **PROSPECT** agrees and does hereby appoint **BROKER** its attorney in fact to execute all documents necessary to place a lien on the business assets to collect its compensation, and this Agreement shall be the consent to do so as required by Idaho Statute.

5. This Contract shall be governed by the laws of the state of Idaho. Any breach of this Agreement shall result in the prevailing party being entitled to receive from the other party all of its reasonable attorneys fees, costs, and expenses incurred at both the trial and appellate levels. The parties hereby consent to personal jurisdiction and venue, for any action arising out of a breach or threatened breach of this Agreement in the Circuit Court in and for Ada County, Idaho. The parties hereby agree that any controversy which may arise under this Agreement would involve complicated and



difficult factual and legal issues. Therefore, any action brought by either party, alone or in combination with others, whether arising out of this Agreement or otherwise, shall be determined by a Judge sitting without a jury.

6. The Seller is the intended beneficiary of all covenants of PROSPECT which benefit the Seller, including without limitation the covenants concerning the use of information disclosed to PROSPECT, and a Seller may bring an action to enforce such covenants. PROSPECT represents and warrants to BROKER that PROSPECT does not represent a third party, governmental agency or competitor of the business, nor is PROSPECT employed by a competitor and the sole purpose for receiving any information regarding a business is to purchase said business. PROSPECT acknowledges receiving a copy of this Agreement and a facsimile copy with signatures shall be considered as original.

7. The undersigned confirms that he or she has read and understood the **Agency Disclosure Brochure** and understands that he or she is a "customer" and is not represented by a broker unless there is a signed written agreement for agency representation. All Broker agents represent the client company and under their fiduciary duty can only release client-approved information. You are deemed a "customer" and owed a duty of being treated honestly and fairly.

BROKER

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REQUIRED BUYER PROSPECT INFORMATION

Date _____

Signature

Telephone Number

Email

Street Address

City State Zip Code

\$ _____
Cash Available for Down Payment

\$ _____
Estimated Personal Net Worth