



CONFIDENTIALITY AGREEMENT

This confidentiality agreement ("Agreement") is made and agreed to for the benefit of

_____ ("Seller") and _____ By the undersigned party ("Receiving Party").

NOW, THEREFORE, in consideration of the privileges granted to Receiving Party with respect to receiving certain confidential information, and for other good and valuable consideration, Receiving Party hereby agrees with Seller and Seller's Agent as follows:

I. CONFIDENTIAL MATERIALS

Receiving Party has requested from Seller's Agent an information package ("Offering Memorandum"), and Seller's Agent is willing to provide Receiving Party with the requested Offering Memorandum for Receiving Party's use, provided that Receiving Party executes and delivers this Agreement as a condition to the release of the Offering Memorandum to Receiving Party. The Offering Memorandum contains documents, reports and other confidential and/or proprietary information in Seller's possession (collectively, together with any other documents, reports and information that Seller provides, the "Confidential Materials") with respect to the property known _____ located at _____ (the "Property"). However, the Confidential Materials shall not be deemed to include information available in public records or information that is or will become generally available to the public because of release by Seller.

II. INSPECTION OF THE CONFIDENTIAL MATERIALS

The Confidential Materials shall be received for use of Receiving Party only in accordance with the following procedures: (a) Receiving Party shall keep the Confidential Materials confidential and shall use the Confidential Materials solely for the purpose of evaluating the suitability of the Property for purchase; (b) neither Receiving Party nor its affiliates, directors, officers, partners, employees, agents, advisors, brokers, attorneys, accountants, consultants, bankers, financial advisors or clients (collectively, "Representatives") shall make any reproduction of the Confidential Materials (other than handwritten summaries or notes) except for the express purpose of evaluating the Property for purchase; and (c) Receiving Party may disclose the Confidential Materials only to Representatives (including those of its affiliates) on a "need to know" basis only, so long as prior to receipt of any Confidential Materials, Receiving Party shall require it Representatives to agree in writing to be bound by the terms of this agreement (which agreement shall be for the benefit of, and be enforceable by, Seller). Receiving Party shall be responsible for any breach of this Agreement by any of its Representatives. This Agreement shall not prohibit Receiving Party or its Representatives from disclosing Confidential Materials to the extent required to be disclosed by law, provided Seller is first given written notice thereof and a reasonable opportunity to seek protective orders to prevent or limit disclosure.

III. NO REPRESENTATIONS OR WARRANTIES

Receiving Party acknowledges and understands that the Confidential Materials may have been prepared by parties other than the Seller and that neither Seller nor its Seller's Agent makes any representation or warranty whatsoever, express or implied, with respect to the content, completeness, or accuracy of the Confidential Materials. Receiving Party hereby releases Seller and Seller's Agent acting in their corporate or any other capacity, and Seller's and Seller's Agent's respective agents, employees, contractors, managers, partners, officers, directors, and representatives (collectively, "Seller's and Seller's Agent's Representatives"), from all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorneys' fees, whether suit is instituted) assessed against or incurred by Receiving Party in its reliance on or taking action based on the Confidential Materials.

IV. INDEMNIFICATION

Receiving Party shall defend, indemnify and hold harmless Seller, Seller's Agent and Seller's and Seller's Agent's Representatives from and against any and all claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including attorneys' fees, whether suit is instituted) asserted against or incurred by Seller or Seller's Agent, as a result of any violation of, or failure to comply with, the provisions of this Agreement by Receiving Party or its Representatives.

V. DEFAULT

If Seller determines that Receiving Party or any of its Representatives has defaulted under or has breached any provision of this Agreement, Seller may in its sole and absolute discretion, refuse to consider a bid from Receiving Party (or any client or affiliate of Receiving Party). This right shall be available in addition to, not in lieu of, any other legal or equitable right or remedy to which Seller is entitled on account of Receiving Party's default of any of the provisions of this Agreement, including, without limitation, the seeking of damages, an injunction to prevent breaches of this Agreement and/or an order compelling specific performance of this Agreement. Seller shall not be deemed to have waived any rights or remedies on account of its failure, delay, or forbearance in exercising any such right or remedy in a particular instance.

VI. ACTING AS PRINCIPAL

Receiving Party herewith stipulates that it is acting as a principal only, and not as a broker, in the contemplated transaction. Receiving Party acknowledges Seller has retained Seller's Agent as its sole broker in connection with the sale of the Property and will not recognize any other broker as a subagent of Seller. If Receiving Party is to be represented by a Cooperating Broker in the contemplated transaction, then such Cooperating Broker shall also sign this Agreement, acknowledging and agreeing to be bound by the terms and conditions hereof.

VII. COOPERATING BROKER

If a Cooperating Broker is instrumental in securing the successful Purchaser for the Property Cooperating Broker will only be paid a fee (the "Cooperating Broker Fee") if a separate Commission Agreement with Cooperating Broker has been executed between Seller's Agent and Cooperating Broker. Any other fee amount, if applicable, due the Cooperating Broker above and beyond the Cooperating Broker Fee will be solely the responsibility of the undersigned Prospective Purchaser/Receiving Party. As such, Cooperating Broker acknowledges it will not be looking to the Seller's Agent nor Owner for any compensation from any sale of the Property to the Prospective Purchaser other than the aforementioned Cooperating Broker Fee. The Prospective Purchaser/Receiving Party indemnifies and hold the Seller's Agent and Owner harmless from any claims, liabilities, damages, or actions arising out of any claim or demand from such Cooperating Broker.

VIII NOTICES

All notices, waivers, demands, requests or other communications required or permitted by the Agreement (collectively, "Notices"), to be effective shall be in writing, properly addressed, and shall be given as follows: by (a) personal delivery, (b) established overnight commercial carrier with delivery charges prepaid or duly charged, (c) registered or certified mail, return receipt requested, first class postage prepaid, or (d) by facsimile during regular business hours (provided a confirmatory "hard" copy thereof is sent promptly by methods (a), (b) or (c) above) as follows:

To Seller's Agent:	To Receiving Party:
Weichert Realtors	_____
1000 Pittsford Victor Rd.	_____
Pittsford, New York 14534	_____
Attn: _____	_____
Fax: 585-899-3401	

or to any other address or addressee as any party entitled to receive notice under this Agreement shall designate, from time to time, by notice given to the others in the manner provided in this Section VIII. Notices thus given by personal delivery shall be deemed to have been received upon tender to the respective natural person named above. Notice thus given by overnight courier shall be deemed to have been received the next business day after delivery to such overnight commercial Courier. Notice thus given by mail shall be deemed to have been received on the second (2nd) day after deposit into the United States Postal System. Notice thus given by facsimile shall be deemed to have been received on the day it was sent, so long as confirmation is received that the fax has been successfully transmitted. All copies to the respective persons or entity(ies) listed above to receive copies shall be given in the same manner as the original Notice, and such giving shall be a prerequisite to the effectiveness of any Notice.

IX. TERMINATION

The confidentiality and other restrictions in this Agreement shall only terminate upon the purchase of the Property by Receiving Party. Regardless of any purchase, however, any claim by Seller based on (a) a breach of or default under any provision of the Agreement or (b) the indemnification in Section IV shall not be extinguished unless waived by Seller in writing. As soon as Receiving Party determines that it is not interested in purchasing the Property, Receiving Party shall, promptly upon Seller's request, return to Seller (or at Seller's election, destroy) all Confidential Materials and all copies and derivations thereof (including studies, notes or other documents based on Confidential Materials) in Receiving Party's or Representatives' possession or control, together with a written representation from Receiving Party that the foregoing has been accomplished

X. THIRD PARTY CONTACTS

Receiving Party agrees not to communicate with any tenants on the Property, and/or any agents or employees of Seller with respect to the Property other than Seller's Agent, unless Receiving Party first obtains Seller's Prior written consent and Seller or Seller's Agent is present during such communications.

XI. ENTIRE AGREEMENT; COUNTERPARTS

This Agreement represents the entire agreement between Receiving Party, Seller and Seller's Agent relating to the receipt and use of any Confidential Materials which Receiving Party may have obtained, whether prior to or after the execution of this Agreement. Any amendment or change to this Agreement must be in writing and executed by all parties. Subject to IV, the prevailing party in any action or proceeding brought by either party against the other with respect to this Agreement shall be entitled to recover such court costs, costs and fees of the attorneys, paralegals, experts and consultants in such action or proceeding (whether at the administrative, trial or appellate levels) in such amount as the court may adjudge reasonable. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Receiving Party and Cooperating Broker (if applicable) have delivered this Agreement of their own free act and deed.

RECEIVING PARTY:

COOPERATING BROKER (if applicable):

Company:	_____	Company:	_____
Street:	_____	Street:	_____
City,State,Zip:	_____	City,State,Zip:	_____
Phone No.:	_____	Phone No.:	_____
Fax No.:	_____	Fax No.:	_____
Email Address:	_____	Email Address:	_____
Principal:	_____ (print name)	Principal:	_____ (print name)
Title:	_____	Title:	_____
Signature:	_____	Signature:	_____
Date:	_____	Date:	_____

