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EXCLUSIVITY & CONFIDENTIALITY AGREEMENT

The undersigned hereby agrees not to disclose or discuss to any third party and to keep confidential all names of any property, corporation, organization, or individuals introduced to them by **THE B&B and COUNTRY INN MARKETPLACE**. It is understood that information disclosed to others could cause a loss of business or create an injury to an employer/employee relationship. The undersigned further agrees not to disclose any information learned about the businesses to any third party without the express written permission of a representative of **THE B&B and COUNTRY INN MARKETPLACE**. In exception to the above, the buyer may consult with an attorney, accountant, financial or business advisor concerning the information/records, subject to this agreement without causing a breach to this agreement. In addition the undersigned agrees not to use any of the aforementioned information and/or records about these businesses in any past, present, or future business.

The undersigned agrees that the **BROKER**, or its agent, in bringing BUYER(s) and SELLER(s) together, has fulfilled its primary brokerage function and that the BUYER(s) agrees to hold **BROKER**, its agents and attorneys harmless from any liability arising out of the sale of businesses discussed with BUYER(s).

The undersigned understands that they are not responsible for the **BROKER'S** commission, unless otherwise agreed to in a **BUYERS BROKER AGREEMENT**. However, should the undersigned release or utilize any information about the businesses without going through the **BROKER**, the undersigned agrees to pay a consideration to **THE B&B and COUNTRY INN MARKETPLACE** an amount equal to the actual commission due **BROKER**. This paragraph shall remain in force for a period of seven hundred and thirty (730) days.

The undersigned or his representative further agree, promise and pledge that neither it nor any principals, officers, or agents shall circumvent nor make any contact directly or indirectly. Nor shall they attempt to otherwise deal with any sources being revealed by **THE B&B and COUNTRY INN MARKETPLACE**. Should any circumvention or contact be made with the source revealed by **THE B&B and COUNTRY INN MARKETPLACE** resulting in a sale, merger or exchange of business property in question, the undersigned agrees to pay as consideration an amount equal to the actual commission due **BROKER**.

Please accept our most sincere appreciation for your selection of our brokerage services. The transaction that you are contemplating will naturally involve a variety of financial statements and legal documents that bear significantly on your decision. Our firm does not intend to represent any of the financial statements or any other material or information supplied by the SELLER(s) or its agent have been inspected, verified or approved by us. It is because we recognize the significance of this data we recommend an independent certified audit by an accountant of your choice. In addition for your protection, we request that your legal counsel be available to assist you with the transaction. Further, no representations as to the condition of any structure, fixture or system is implied. **BROKER** makes no inspection. It is requested that the certified or licensed inspectors or engineers be employed to ascertain the condition of such structure, fixture or system. This agreement shall be binding for: **ALL PROPERTIES INTRODUCED TO THIS BUYER BY AGENT:**

AGREED TO AND ACCEPTED:

THE B&B and COUNTRY INN MARKETPLACE

BROKER/AGENT: _____
DATE: _____

BUYER: _____
BUYER: _____
ADDRESS: _____

PHONE: _____
EMAIL: _____
FAX: _____

