

Date: 10/18/2019 - BizBen Posting: #254147 - Thermography Clinic In Santa Barbara County

Contact: Sharon Hills at 805-899-2919 Cell if you have any questions about this NDA or posting.

Instructions: Complete all the information below before emailing it back to: sharon@sbbusinessbrokers.com.

Your email subject to Sharon Hills should read: NDA For Your Thermography Clinic In Santa Barbara County.

Your Name: _____ Your Phone: _____ Your Email: _____



1635 State St.
Santa Barbara, CA 93101
Phone: (805) 899-2919
Fax: (805) 569-0591
sharon@sbbusinessbrokers.com

Thank you for your inquiry.

Due to the sensitive nature of business sales, we ask that you sign and send back the attached Confidentiality/Non-Disclosure Agreement before we forward the detailed information about the business(es) you have requested.

The Non-Disclosure Agreement basically states 4 things:

- that you will keep all information about the business or property confidential, **INCLUDING THE FACT IT IS FOR SALE**
- that you will not contact the landlord, neighbors, employees, clients etc. without the agreement of the owner.
- that if you visit the business it will be incognito as a customer, if that is appropriate, or by appointment with Sharon Hills. Never ask staff anything or look around as if you are studying the premises
- that if you wish to make an offer on something we have told you about, Sharon Hills will represent you.

Please take a moment to sign and return the attached Agreement. Once we have received it back with your signature and contact information, we will forward the information you requested.

To return the signed document, simply fax it to the number below, scan, or take a photo of the document and email it back.

If you have any questions or trouble with the file, please let us know.

Kindly,
Kimberly Mitchell,
Office Assistant to:

Sharon Hills
Santa Barbara Business Brokers

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Your Name: _____ Your Phone: _____ Your Email: _____

Please fill out & email to Sharon@sbbusinessbrokers.com or fax (805) 569-0591 both pages
Attn: Sharon Hills

**CENTURY 21 BUTLER REALTY, INC.
CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (**Agreement**) is entered into on _____ (**Effective Date**)
between Century 21 Butler Realty, Inc. (**Century 21 Butler Realty, Inc.**) and

(your name goes here) (**RECEIVING PARTY**).

1. **Century 21 Butler Realty, Inc. is a full service real estate company** that has information about the availability of residential and commercial real estate properties and business opportunities for purchase, for sale, and for lease. The information provided by Century 21 Butler Realty, Inc. is confidential and proprietary information (**Confidential Information**). Century 21 Butler Realty, Inc. owns all proprietary rights to said Information and this Agreement does not imply a transfer of any of those rights.

2. **RECEIVING PARTY** is interested in obtaining real property, business opportunities or leaseholds and Century 21 Butler Realty, Inc. is willing to disclose its Confidential Information to Receiving Party about specific properties under the terms and conditions of this Agreement.

3. **Century 21 Butler Realty, Inc.** will disclose to Receiving Party its Confidential Information about the property/ies. The specific property/ies and information about that property is described below the signature lines of this Agreement under the heading "Property/ies." (These properties, leaseholds and business opportunities will be referred to in this Agreement as the **Property**.)

4. **Receiving Party can use the Confidential Information only as provided in this Agreement.** Receiving Party agrees that he or she was unaware of the availability of the Property until this disclosure by Century 21 Butler Realty, Inc. **Receiving Party** also agrees that he or she is not represented by a real estate agent or broker for the property/ies received by the receiving party.

5. **RECEIVING PARTY agrees that Receiving Party will:**

A. Hold all Confidential Information in strict confidence.

B. Not use Confidential Information commercially or for any other purpose other than to evaluate the purchase, sale or lease of the Property.

CONFIDENTIAL INFORMATION IS PARTICULARLY NOT TO BE USED TO COMPETE WITH A LISTED BUSINESS.

C. Not copy or reproduce any documents regarding the Confidential Information or disclose those documents to others except as is necessary to evaluate the property.

6. **Receiving Party agrees that any offers the Receiving Party makes regarding the Property will be made through Century 21 Butler Realty, Inc., and that Sharon Hills will represent you.** If Receiving Party purchases, sells or leases the Property, Receiving Party agrees to compensate Century 21 Butler Realty, Inc. irrespective of any agency relationship and regardless of whether Century 21 Butler Realty, Inc. is involved in the purchase, sale, or lease transaction.

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Receiving Party agrees that as a result of its disclosure of the Confidential Information, Century 21 Butler Realty, Inc. is the procuring cause of Receiving Party's sale, purchase or lease of the Property. Century 21 Butler Realty Inc.'s compensation is set forth: Six percent fee (6%) on purchase, sale or lease of real property. Ten percent fee (10%) on sale or purchase of Business Opportunities.

The selling or leasing party's payment of brokerage fees per listing agreements satisfies the need to compensate Century 21 Butler Realty, Inc. as stated above. Unless otherwise stated below, Buyer or Lessee pays no compensation as long as he/she goes through Century 21 Butler Realty, Inc. in buying, selling or leasing a Property brought to his/her attention by Century 21 Butler Realty, Inc.

7. If **RECEIVING PARTY** is requested in any proceeding to disclose this Confidential Information, RECEIVING PARTY will give Century 21 Butler Realty, Inc. prompt notice of such request.

8. **Receiving party agrees to be very discrete when viewing property being very careful not to alert employees who may not know it is for sale/lease; and agrees to be courteous in regard to smoking, parking, etc. To avoid annoying tenants, do not question neighbors or anyone on the premises about the property.**

9. The Effective Date of this Agreement shall be as of the date this Agreement was entered into as stated above and terminate two years after given date. RECEIVING PARTY cannot disclose the Confidential Information to others as long as that Confidential Information remains confidential. This Agreement sets forth the entire agreement between the parties as to its subject matter. This Agreement can be amended or modified only in writing signed by the parties.

10. Facsimile signatures to this document shall have the full effect as if the signature was an original signature until the parties receive an original hard copy of this Agreement with original signatures. If a party does not receive an hard copy of the Agreement with original signatures, that party may use the copy of the Agreement with facsimile signatures as though it had original signatures.

Century 21 Butler Realty, Inc.

Receiving Party

BY: _____
Sharon E. Hills R.e. Lic. #00812736

SIGNED: _____

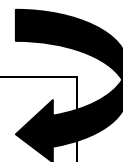
PRINT NAME: _____

PHONE: _____

FAX: _____

ADDRESS: _____

EMAIL: _____



The Property(ies) of inquiry are:

Please identify the properties by quoting the ad (example: Downtown Deli \$259,000) .

