



ATLANTA COMMERCIAL BOARD OF REALTORS<sup>®</sup>, INC.  
CONFIDENTIALITY AGREEMENT  
(Principal)



THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is to be signed prior to receiving certain marketing information (the "Marketing Information") for the sale of The Villas at Midtown (the "Property") located in Hall County, Georgia, having an address of 704 SW Armour St & 934 SW Myrtle St Gainesville. The Property is being offered for sale by BHHS Georgia Properties, a Licensed Georgia Real Estate Broker ("the Broker").

The Marketing Information contains selected information pertaining to the Property which information is confidential or proprietary to the owner of the Property (the "Discloser"). Discloser derives economic value from such information not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use. All of the marketing information and the existence thereof (the "Confidential Information") is deemed to be a trade secret in accordance with O.C.G.A. § 10-1-760 et seq. Neither Broker nor Discloser makes any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information or any of its contents and no legal liability is assumed by Broker or Discloser with respect thereto. This information is subject to prior replacement, errors, omissions, changes or withdrawal without notice and does not constitute a recommendation or endorsement by Disclosure or Broker.

Discloser is revealing the Confidential Information to the undersigned recipient (the "Recipient") for the sole purpose of Recipient's analysis of the Property in connection with a potential acquisition of the Property (the "Purpose"). Recipient shall limit the disclosure of the Confidential Information to those persons or entities working on its behalf in furtherance of the Purpose, including without limitation, independent contractors, agents and legal counsel, provided that all of such persons or entities shall be directed and required to maintain the Confidential Information in confidence in accordance with the terms hereof. Recipient is representing the principal, if any, disclosed below (the "Principal") and is hereby authorized to disclose the Confidential Information to the Principal if disclosed below. If the Principal executes this Agreement, it does so for the sole purpose of acknowledging and agreeing to the terms of this Agreement, as if the Recipient.

In the event of breach or threatened breach by Recipient, Recipient agrees that Discloser shall be entitled to pursue all rights and remedies at law or in equity, including, without limitation, injunctive relief.

Notwithstanding anything contained herein, Recipient shall not be required to keep confidential any Confidential Information that (A) was in the Recipient's possession before receipt from the Discloser; (B) is or becomes a matter of public knowledge through no fault of the Recipient; (C) is rightfully received by the Recipient from a third party or is otherwise in the legitimate possession of the Recipient; (D) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (E) is independently developed by the Recipient from or through information which is not Confidential Information; (F) is disclosed by the Recipient with the Discloser's prior written approval; or (G) is required to be disclosed by Recipient pursuant to a court order or other applicable legal or regulatory process, provided that the Recipient provides Discloser with prior written notice of any such required disclosure.

All Confidential Information furnished hereunder to Recipient, as well as any copies thereof shall remain the property of the Discloser and shall be returned to Discloser upon request.

This Agreement and the rights of the parties hereto shall be governed and construed in accordance with the laws of the State of Georgia. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

By acknowledgment of your receipt of this Marketing Information, Recipient agrees that it is acting solely as a principal in this transaction or that it has the authority to act on the behalf of the Principal.

DISCLOSER EXPRESSLY RESERVES THE RIGHT IN ITS SOLE DISCRETION TO REJECT ANY OR ALL PROPOSALS OR EXPRESSIONS OF INTEREST IN THE PROPERTY AND TO TERMINATE DISCUSSIONS WITH ANY PARTY AT ANY TIME WITH OR WITHOUT NOTICE.

**ATLANTA COMMERCIAL BOARD OF REALTORS, INC. (“ACBR”) DISCLAIMER; WAIVER AND RELEASE OF CLAIMS.** This “Disclaimer; Waiver and Release of Claims” provision, without any changes, modifications, deletions or revisions, must be included in all ACBR Form documents that include any reference to ACBR. The parties hereto hereby acknowledge and agree that: (A) *THIS DOCUMENT HAS IMPORTANT CONSEQUENCES, LEGAL, FINANCIAL AND OTHERWISE, AND ACBR HAS ADVISED THE PARTIES THAT THEY SHOULD EACH CONSULT WITH AN ATTORNEY OR OTHER PROFESSIONAL OF THEIR CHOICE WITH RESPECT TO THE TERMS OF, AND/OR THE COMPLETION, MODIFICATION AND/OR EXECUTION OF, THIS DOCUMENT;* (B) form documents by their nature are designed to be of general application, and may not be applicable to specific facts and circumstances, may not address a given party’s specific conditions or requirements and/or may not reflect the relative bargaining or negotiations of the parties, as such variables may arise on any given transaction; (C) to avoid any possible misunderstanding or confusion as to the original form of this document and any revisions, modifications or changes to it, any and all revisions, modifications or changes to the original should be made readily apparent by highlighting, underscoring or other means to distinguish them from the original ACBR form; (D) ACBR has made the original versions of this document and other document forms available to ACBR’s members as a service, but makes no representation or warranty, express or implied, as to the suitability or applicability of the terms and conditions of, or the enforceability of, this document or other document forms; (E) ACBR document forms are updated by ACBR from time to time, and ACBR strongly recommends to the parties that they use the most current, updated versions of any such document forms; and (F) by executing this document the parties hereto each hereby waive and release ACBR, its officers, directors, members, employees and agents, from any and all claims, demands and/or causes of action (whether known or unknown) arising out of, pertaining to or resulting directly or indirectly from the use of this form document.

*Signatures follow on next page.*

**ACKNOWLEDGED AND AGREED TO BY:**

RECIPIENT:

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm License #: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Agent Name(s): \_\_\_\_\_

Agent License # (s): \_\_\_\_\_

**PRINCIPAL**

By: \_\_\_\_\_ (Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm License #: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Agent Name(s): \_\_\_\_\_

Agent License # (s): \_\_\_\_\_