



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (C.A.R Form CND, 4/09)

This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Confidentiality Agreement") is given in connection with or in contemplation of that certain: Residential Purchase Agreement, Other _____ dated _____, ("Purchase Agreement") regarding property described as _____, the ("Property") in which _____ is referred to as ("Buyer") and _____ is referred to as ("Seller").

1. CONFIDENTIALITY: Seller or Buyer is or will be delivering information described in paragraph 2 to the other party provided that the other party and its agents agree to keep the information confidential and not to disclose it prior to, during the pendency of, or after the completion or termination of any transaction that may result from the Purchase Agreement, except as authorized by the MLS rules or applicable law. Both parties agree that by signing this Confidentiality Agreement, and by providing or receiving the information below, neither party shall be required to execute or be bound by the Purchase Agreement. Each party agrees that it shall be responsible for any breach of this Confidentiality Agreement by its agents.

2. CONFIDENTIAL INFORMATION: (Check all that apply)

- Seller's Buyer's name _____
- Offering price for the Property _____
- Offered terms for the Property _____
- Other: _____

3. ATTORNEYS' FEES: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Confidentiality Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as otherwise provided in Purchase Agreement.

4. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Confidentiality Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Confidentiality Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.

THIS CONFIDENTIALITY AGREEMENT HAS SIGNIFICANT LEGAL CONSEQUENCES. BROKERS ARE NOT ATTORNEYS AND DO NOT PROVIDE LEGAL ADVICE. PRIOR TO SIGNING BELOW, EACH PARTY SHOULD SEEK THE ADVICE OF THEIR OWN LEGAL COUNSEL AS TO THE CONSEQUENCES OF THIS CONFIDENTIALITY AGREEMENT.

Date _____ Date _____
 BUYER _____ BUYER _____
 (Print name) (Print name)

Date _____ Date _____
 SELLER _____ SELLER _____
 (Print name) (Print name)

Real Estate Broker (Listing Firm) _____ DRE Lic. # _____
 By _____ DRE Lic. # _____ Date _____
 (Salesperson or Broker-Associate)

Real Estate Broker (Selling Firm) _____ DRE Lic. # _____
 By _____ DRE Lic. # _____ Date _____
 (Salesperson or Broker-Associate)

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Reviewed by _____ Date _____

