



# PROSPECTIVE BUYER REGISTRATION, CONFIDENTIALITY & NONCIRCUMVENTION AGREEMENT

Prospective Buyer acknowledges and agrees that Capital Commercial Real Estate Group, Inc. (CCREGI), was the first real estate broker to introduce Prospective Buyer to the property, properties, business or businesses named below (collectively, **Property**) and to solicit Prospective Buyer's interest in the purchase or lease of the Property or any interest therein, including any other property and/or businesses related to the owner or owners (**Seller**) of the Property.

Brochure #	Property Type	Units / Sq Ft.	City/Description	Price

### Terms & Conditions:

Prospective Buyer understands and agrees that all negotiations and related communications with the Seller shall be conducted through CCREGI. Any information received concerning the Property shall be kept confidential and shall not be disclosed to any person except those persons affiliated with Prospective Buyer who are participating in the transaction. Prospective Buyer agrees that no one is permitted to visit the Property or contact the Seller, its employees, tenants or customers without the written authorization of CCREGI. If Prospective Buyer purchases or leases any of the Property; or, any interest therein CCREGI is entitled to receive no less than the reasonable and customary real estate brokerage commission, payable by the Seller of the applicable Property. In the event that Prospective Buyer violates this Agreement, CCREGI and Seller shall be entitled to all remedies provided by law, including, but not limited to injunctive relief, and damages. As used in this Agreement, the terms purchase, sale or other similar terms refer to the acquisition of the Property or any legal or equitable interest in the Property by Prospective Buyer in any manner whatsoever, including but not limited to, gift, option, voluntary or involuntary transfer, bankruptcy, trusteeship, leaseback, agreement for deed, management purchase, lease, lease with option to buy, lease purchase, deferred closing technique, exchange, joint venture or partnership. If Prospective Buyer obtains the Property through any means, including but not limited to: foreclosure, short sale, purchase from bank (if bank obtains title), purchase of the mortgage encumbering the Property or any other means, then the Prospective Buyer will pay a six percent fee to CCREGI unless the Seller pays it to CCREGI at the time of the closing. As used in this agreement, the term Prospective Buyer includes the person signing this agreement, the company identified below, and all persons acting for or on behalf of or associated with Prospective Buyer, including but not limited to employees, agents, independent contractors and all others who are either controlled by or who have a right to control Prospective Buyer. Prospective Buyer shall not participate in any real estate brokerage fee earned in conjunction with any transaction that arises out of or relates to this Agreement regardless of whether any Prospective Buyer holds a valid real estate license. All property descriptions and property data furnished by CCREGI have been obtained from the Seller, from governmental sources or from other third party sources, without independent verification by CCREGI. No representation is made by CCREGI regarding the accuracy or completeness of the information. Prospective Buyer agrees to independently verify all property data and descriptions from CCREGI prior to relying on such data and descriptions in conjunction with the purchase of the Property. Prospective Buyer agrees to employ independent counsel from competent professionals as needed to verify all property information material to Prospective Buyer's purchase decision. In the event that Prospective Buyer discloses the availability of the Property to a third-party and this third-party purchases the Property, or if Prospective Buyer either directly or indirectly purchases Property, Prospective Buyer shall pay CCREGI its professional fee unless CCREGI is paid its fee by the Seller at the time of closing. In the event of a dispute related to this Agreement, the prevailing party shall be entitled to all attorneys' fees and costs incurred to enforce or interpret this Agreement. This Agreement shall remain in effect for a period of thirty-six (36) months and shall apply to the Property and all other properties or businesses that the Prospective Buyer may purchase from the Seller of such Properties. Prospective Buyer agrees that CCREGI may place a lien on the Property to secure its fee. In the event the Property or any portion thereof is transferred for an amount substantially less than the fair market value, then CCREGI's professional fee shall be based on the fair market value. This agreement may be executed in counter parts, each of which shall be considered an original, but all of which, taken together shall be considered as one agreement. Offer or acceptance of this agreement may be made by any Party by delivery of an executed original hereof or by delivery of an executed copy hereof by fax, email or other electronic means to the other parties.

Prospective Buyer has signed this Agreement on the date appearing next to Prospective Buyers signature

Prospect Name	Email
Company Name	City State Zip
Address	Sales Person
Phone	Date

I HAVE NOT BEEN PRESENTED THE PROPERTIES LISTED ABOVE BY ANY OTHER BROKER OR REAL ESTATE LICENSEE.

\_\_\_\_\_  
Signature of Prospective Purchaser                      Date

Submitted Copy to Registration Department on: \_\_\_\_\_

Revised 02/19/16