

# Listing Disclosure & Confidentiality Agreement



Name of Buyer/Lessee:  
(not a corporate entity)

Address:

City:

State:

Zip:

Home

Office

Fax

Mobile

E-mail:

Name of Co-Broker representing Buyer/Lessee:

Name of Firm:

GA RE License #

GA RE Firm #

Address:

City:

State:

Zip:

Home

Office

Fax

Mobile

E-mail:

I (We) and or Co-Broker acknowledge having first been given information on the business(es) and/or real estate opportunities listed below by The Shumacher Group, Inc. I (We) and or Co-Broker agree to deal exclusively with The Shumacher Group, Inc. and Co-Broker in all conversations and negotiations regarding the purchase or lease of any business(es) or real estate leases or properties identified below for a period of two years following the execution hereof. I (We) and or Co-Broker acknowledge that I (We) and or Co-Broker was/were first provided information about the business and/or properties and or lease opportunities identified below by the Shumacher Group, Inc. and Co-Broker.

The Shumacher Group, Inc. and Co-Broker is paid at closing or lease execution on opportunities listed below per separate agreement.

I (We) and or Co-Broker agree that if I (We) and or Co-Broker or any representative, agent, assignee, designee, affiliate, corporation, partner, successor or relative of mine/ours shall purchase the assets of, enters into a management agreement, bulk transfer or stock purchase agreement regarding the sale or lease on any business or real property identified below, The Shumacher Group, Inc. shall be paid a commission by the seller or Landlord.

Any amounts due to be paid to The Shumacher Group, Inc. shall be paid to it at Closing To the extent that The Shumacher Group, Inc. in being compensated by and seller, landlord or third party, the undersigned is not responsible for the payment of any additional commission or fee at or after Closing other then commission agreed upon in any agreed upon Offer that was negotiated between undersigned, the Seller and Broker and or Exclusive Right to Sell or Lease Agreement between Seller, Landlord and Broker.

I further agree to identify The Shumacher Group, Inc. as the broker of record or the undersigned's Agent to any third parties whom I may discuss the businesses and/or property for sale or lease that are enumerated below for a period of two years following the execution hereof.

I (We) and or Co-Broker representative, agent, affiliate, corporation, designee, assignee, partner, successor or relative of mine/ours shall notify The Shumacher Group, Inc. if it exercises its Option to Purchase Real Estate within its lease, sub-lease or assignment provided and only in the event The Shumacher Group, Inc. is identified in Lease, sub-lease or assignment as being owed a commission and will guarantee Brokers involvement at Closing. Duration of this guarantee for the payment of a real estate commission will be at any time during primary term of lease, sub-lease, assignment of lease, options and renewal periods and only providing Broker is identified in Lease, sub-lease or assignment.

I (We) and or Co-Broker agree that all information including due diligence materials provided to me regarding the business acquisitions/lease/sale opportunities described below, are to be considered confidential information and are not to be conveyed, in any manner, to anyone other than investors, partners, or others with direct financial involvement in any transaction undertaken. All documents regarding the below business(es), leases or real property identified below will be returned or to The Shumacher Group, Inc., Seller or destroyed upon request. The undersigned acknowledges that The Shumacher Group is under no obligation to provide additional information regarding the business(es), lease(s), or real estate opportunities listed below until The undersigned has been pre-qualified.

The undersigned will not disclose said business(es), leases or real property identified below to any real estate professional and or business broker without permission of The Shumacher Group, Inc. The undersigned will be responsible for paying any fees or expenses of its advisors, agents, legal counsel or representatives it hires.

I (We) and or Co-Broker further agree not to make any contact with, or make any offers to, Sellers, Landlords, Vendors or Staff of any seller or landlord of any business(es), leases or real property identified below without obtaining prior clearance from Broker or Seller. I (We) and or Co-Broker further agree to visit any opportunity listed below discreetly as a Customer of business only.

I (We) and or Co-Broker shall not attend any closing, offers or sign any closing documents, for any of the below business(es), leases or real property identified below without obtaining prior clearance from The Shumacher Group, Inc. and will guarantee Brokers involvement at Closing and said commission being paid at Closing.

Buyer acknowledges that the delivery of any information, including Confidential Information and Trade Secrets (collectively, the "Information") relating to the Business has not been verified or audited by either Listing Broker or Selling Broker, and Listing Broker and Selling Broker make no warranties or representations concerning the accuracy of the Information. Buyer acknowledges that Buyer has been advised to, and Buyer understands that Buyer should, exercise adequate due diligence, through its own independent investigation, before making any decisions relating to the Business. Buyer further acknowledges that it will not rely upon any statements or opinions of any kind of Listing Broker or Selling Broker, their respective agents, employees or representatives, in connection with the purchase and sale of the Business. Buyer releases Listing Broker and Selling Broker, their respective agents and representatives, of any and all claims arising from or relating to the accuracy or completeness of the Information.

The Shumacher Group, Inc. and Co-Broker will share equally in any commission paid at closing or lease execution on any opportunity listed below.

This Agreement does not obligate Buyer to purchase the Business or any of the assets of the Business; however, the terms of this Agreement shall survive for the time periods set forth in this Agreement. In the event that Buyer purchases the Business, this Agreement shall terminate, except with respect to Confidential Information that relates only to the Seller or the owners of the Seller and not to the Business, and in the event of a conflict between this Agreement and the Purchase Agreement the terms of the Purchase Agreement shall govern.

*(Use the shumacher.com four-digit listing number and name/title of each listing below.)*

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**Buyer/Tenant: Name**

By: \_\_\_\_\_  
Individually and as representative of Buyer

**Broker: Name**

By: \_\_\_\_\_  
Individually and as representative of Buyer