



CONFIDENTIALITY/REGISTRATION AGREEMENT

This Confidential Agreement (“Agreement”) is made and agreed to by Idaho Commercial Brokerage of Idaho (herein referred to as “Broker”), exclusive broker for the Seller, and _____ (“Purchaser”), and/or _____ (“Agent” for Purchaser) regarding the property known as **2500 S. 5th Avenue, Pocatello, Idaho**. The obligation of confidentiality undertaken pursuant to this Agreement shall survive the terms of the Broker’s listing agreement with the owner.

PURCHASER HAS REQUESTED information from Broker for the purpose of evaluating a possible acquisition of the Property. The Owner of the property has instructed Broker to deliver information concerning the Property, some of which is highly confidential, only to those potential purchasers who sign the Agreement.

THE PARTIES AGREE, in consideration of the covenants and agreements contained herein, as follows:

1. Purchaser and/or Agent will not disclose, permit to disclosure of, disseminate or transfer, any information obtained hereunder (“Information”) to any other person or entity.
2. If Purchaser and/or Agent is a corporation, partnership, limited liability company or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who have need to know of the information, and who are specifically aware of the Agreement and agree to honor it.
3. This Agreement applies to all Information received from Broker, now or in the future, which is not readily available to the general public. Purchaser and/or Agent understand all information shall be deemed confidential, valuable and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner and Broker.
4. All information shall be used for the sole purpose of evaluating the potential acquisition of the Property and it shall not at any time, or in any manner, be used for any other purpose.
5. Purchaser and/or Agent shall not contact directly any persons concerning the Property, other than Broker, without Broker’s or Owner’s written permission. Such persons include, without limitation, Owner’s employees, suppliers and tenants.
6. Purchaser acknowledges that is a principal and not an agent on behalf of any other party in conjunction with the purchase of the Property (except Advisors working on behalf of their pension fund clients). Purchaser acknowledges that is not working with any other broker or agent other than the Brokers and/or Agents named below in connection with the Property.
7. Neither Broker nor Owner make any representations or warranty, express or implied, as to the accuracy or completeness of any information provided by them. Purchaser and/or Agent assumes full and complete responsibility for reconfirmation and verification of all information received and expressly waives all right of recourse against Owner and Broker with respect to the same.

8. The persons signing on behalf of Purchaser and/or Agent represents that they have the authority to bind the party for whom they sign.
9. This Agreement shall be governed and constructed in accordance with the laws of the State of Idaho.
10. _____ represents Purchaser. Seller is represented by Idaho Commercial Brokerage, specifically David McDonald and Moe Therrien. Purchaser indemnifies Broker and Owner against any commission claims by brokers/agents other than stated above.
11. Term: The Agreement shall be effective for 12 months from signature of Purchaser.

PURCHASER:

Name:	_____	Signature:	_____
Address:	_____	Phone:	_____
	_____	Fax:	_____
	_____	Email:	_____
Date:	_____		

PURCHASER'S AGENT:

Name:	_____	Signature:	_____
Address:	_____	Phone:	_____
	_____	Fax:	_____
	_____	Email:	_____
Date:	_____		

Please Return To: Mindy Walker

@ Idaho Commercial Brokerage
 121 N. 9^h Street, Suite 402, Boise, Idaho 83702
 (208) 343-9300 fax: (208) 426-0456
 mindy@icbre.com

CONSULT YOUR ADVISORS - This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement or the transaction(s) which it contemplates. These are questions for your attorney and financial advisors.