

## PRINCIPAL CONFIDENTIALITY AGREEMENT AND REQUEST FOR INFORMATION

**Lodging Brokers Network**, herein after referred to as "LBN" has been engaged on behalf of the owner as the exclusive sales agent in connection with the sale of a business and real property identified as the Hillside Inn located at 2901 4<sup>th</sup> St, Santa Rosa, in Sonoma County.

**This Agreement is Intended Solely for a Potential Buyer** hereinafter referred to as Buyer, and its limited use in considering its purchase of the intended property mentioned herein. It is the intent of the Owner to sell the business and property "As Is" with all its vices and defects. A Buyer is expected to inspect the business and property and rely upon its own inspection reports and experts in determining the condition of the business and property in determining the offering price. The information we will deliver to you will contain selected information pertaining to the business affairs of the property and its contents. The information does not purport to be all-inclusive or to contain all the information which a Buyer may desire. The Owner and LBN and any of their officers, employees, or agents, make no representations or warranty, expressed or implied, as to the accuracy or completeness of any of its contents, and no legal liability is assumed or shall be implied with respect thereof.

**Buyer Agrees** the business and property information is proprietary and confidential and will hold and treat it in the strictest of confidence, and will not directly or indirectly disclose or permit anyone else to disclose the information to any person, firm, or entity, except that the information may be disclosed to Buyer's partners, employees, legal counsel and lenders who need to know the information for the purposes of evaluation of the transaction or pursuant to a court order. Buyer understands the Owner may request they provide their financial qualifications to the Owner before any of the Owners financial information is released to them regarding the subject property.

**Buyer Certifies** they are financially and operationally qualified to purchase the lodging property being represented herein. If you are unsure if you are qualified as stated, please contact us at 415-606-4587 to help you determine if the business and property will fit your qualifications.

**Buyer Acknowledges** they are contacting LBN directly and has not contacted or entered into any agreements with any real estate brokers, agents, finders, or any other parties about this transaction other than this agreement with LBN or has not taken any action which would result in any real estate fees or commissions to said real estate brokers, agents, consultants, finders, or any other parties with respect to the transaction contemplated herein.

**Buyer Agrees** to not photocopy or duplicate the information materials without the written authorization from the Owner and all inquiries and communications with respect to contemplated sale shall be directed to LBN. The Owner expressly reserves the right at Owner's 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.

**Buyer Agrees** if they choose not to pursue or discontinue negotiations regarding this business and property and with this Owner they will promptly return all of the informational materials they received immediately upon the request of the Owner or Broker. This Agreement will terminate upon the earliest of the following to occur; close of escrow to the prospective Buyer, prospective Buyer and Seller agree in writing to terminate this Agreement, or two years elapse from the date of the Agreement. ***All Information below is to be completed in its entirety***

**By Executing this Agreement**, Buyer agrees to all the terms & conditions mentioned above.

By Print Name: \_\_\_\_\_ Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Mobile/Office Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE DO NOT CONTACT THE PROPERTY DIRECTLY. ALL APPOINTMENTS FOR SHOWING TOURS OR INSPECTIONS TO BE MADE THROUGH LODGING BROKERS NETWORK, WHICH TYPICALLY ARE CONDUCTED ON BUSINESS WEEKDAYS AND ARE SUBJECT TO OWNER AND AGENT AVAILABILITY.**

Please return via email to [info@lodgingbrokersnetwork.com](mailto:info@lodgingbrokersnetwork.com) or fax to 707-257-2155