

Registration and Confidentiality Agreement

This Registration and Confidentiality Agreement is to be signed prior to receiving a “Marketing Package” for the Property/Opportunity stated herein. The Marketing Package contains brief, selected information pertaining to the Property/Opportunity and has been prepared by the Broker(s) primarily from the information supplied by the Owner(s) or their agents.

The Marketing Package is subject to prior replacement, errors, omissions, changes or withdrawal without notice and does not constitute a recommendation or endorsement by the Owner(s) or Broker(s). Neither the Owner(s) nor the Broker(s) make any representations or warranties, expressed or implied, as to the accuracy or completeness of the offering or any of its contents, environmental conditions of the soil and/or structure(s), operating systems, roof, revenues and/or expenses, projected business sales or other matters, and no legal liability is assumed to be implied with respect thereto.

By acknowledgement of this Agreement, the Client/PURCHASER agrees that it is acting solely as Principal in this transaction or has the authority to act on behalf of the Principal; that the Marketing Package and its contents are confidential, to be held and treated in the strictest of confidence; and that the Client/PURCHASER will not directly or indirectly, disclose or permit anyone else to view its content, or use its content in any fashion or manner detrimental to the interest of the Owner(s). Photocopying or other duplication or distribution of the information is strictly prohibited.

Each party hereto agrees not to circumvent, avoid, bypass or obviate the other party directly or indirectly to avoid payment of fees or commissions in any transaction, or interfere with or usurp any earning opportunity related to and/or following being introduced to a property, client, business concept, business strategy or opportunity, business relationship and/or source(s) of capital by either party to the other.

Pursuant to Regulation 520-1-.08 of the Georgia Real Estate Commission’s Regulations and Georgia’s Brokerage Relationships in Real Estate Transactions Act (BRRETA), O.C.G.A. Section 10-6A-1 et seq., Broker(s) make the following disclosures in relation to the Property/Opportunity transaction stated herein:

- 1. Massell Commercial Real Estate/KW Commercial (as Broker) represents the SELLER only, and Broker shall receive its compensation from the SELLER only, by payment of a commission under a separate agreement. Compensation shall be due and payable “All Cash at Closing”.
- 2. Client/PURCHASER shall be under no obligation to purchase/lease/finance the Property/Opportunity stated herein, or any property submitted to Client/PURCHASER by Broker.
- 3. This Registration shall be for twelve (12) months from the effective date hereof.
- 4. Broker has no other known agency relationships which would conflict with the interests of Client/PURCHASER, with the exception that Broker may represent other buyers / tenants / lenders in buying / leasing / financing the Property/Opportunity stated herein.

The Client/PURCHASER acknowledges it has not been presented this Property/Opportunity previously by any third party who may have a claim for compensation, **unless and except as identified and executed below.**

This Agreement shall be governed by the laws of the State of Georgia.

Property/Opportunity: GOODYEAR STORE, 4106 Coldwater Road, Ft. Wayne, IN 32789

AGREED TO AND ACCEPTED this _____ day of _____, 2020.

Client/
PURCHSER: _____

By: _____
Name: _____
Title: _____
Address: _____
Address: _____
Phone/eMail: _____

Broker: _____

By: _____
Name: _____
Title: _____
Address: _____
Address: _____
Phone/eMail: _____