



**USA LENDING AND REALTY, INC.**  
**Confidentiality, Non-Circumvention, Commission and Non-Disclosure Agreement**

Reference Property: \_\_\_\_\_ Opportunity Code: \_\_\_\_\_

This Agreement, dated and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, yr \_\_\_\_\_, by and between: **USA Lending and Realty, Inc. 132 SW 9<sup>th</sup> Street, Miami, FL 33130**

(AND)

**BUYER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **CITY** \_\_\_\_\_ **COUNTRY** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**COMPANY / AGENT:**     **USA Lending and Realty, Inc. / Emile Farah**

**Please Note That Banks & Sellers Are Requiring Proof Of ID & Proof Of Funds Along With This Signed Non-Disclosure Agreement From The Principal (Potential Buyer) Before Any Information On The Property Is Released To The Principal.**

**Purpose of this Agreement:** This Agreement is entered into between the Buyer (hereinafter the “Principal” or “Undersigned”) and USA Lending and Realty, Inc. (hereinafter “USA Lending”) (collectively the “Parties”) so that information can be readily and freely exchanged between and among the Parties so that they may explore the possibility of the purchase and sale of certain real estate or business known by USA Lending to be potentially available for sale. It is understood that USA Lending is a broker and by this Agreement the Principal agrees to pay a commission if any transaction covered by this Agreement closes. Sellers of property frequently require potential purchasers to commit to confidentiality Agreements before they release any information, and therefore USA Lending makes it a policy to require all clients to commit to maintain strict confidentiality of all information and materials received. USA Lending further requires all potential customers or buyers to agree that they will not disclose any information received to anyone who is not a signatory to and bound by this Agreement. All Parties agree that they will take no steps to circumvent the binding effect of this contract. The terms of this Agreement are valid for five (5) years.

1. The **Principal (Undersigned)** understands and agrees that the information furnished by **USA Lending** is highly sensitive and strictly confidential and shall be maintained by the Undersigned with the utmost confidence. The **Undersigned** understands that all such information is being furnished solely in connection with the consideration of an acquisition. Copying any portion of the furnished documents without the written permission of **USA Lending** is prohibited under this Agreement. The **Undersigned**

agrees to take all necessary steps to ensure that such information obtained as an individual or structured group (partnerships, corporations, trusts, etc.), or by employees, independent contractors, directors, officers, shareholders, partners, successors, agents, attorneys, representatives, and/or assigns of the **Undersigned**, shall remain **confidential** and shall not be disclosed or revealed to outside sources or used in any manner inconsistent with this Agreement without the prior expressed written permission of **USA Lending**. The **Undersigned** agrees that any release of confidential information constitutes a breach of duty owed to **USA Lending** and to the **Seller**.

2. The **Undersigned** agrees that all proprietary information delivered by **USA Lending** to the **Undersigned** shall be and remain the property of **USA Lending** and is to be returned upon written request within five (5) business days.

3. The **Undersigned** agrees that they shall not visit the site; nor shall they communicate to the site making reference to the property being offered for sale; nor shall they make known to other parties that the property described in the information package is being considered for sale or purchase, unless they have the prior written permission of **USA Lending**. **Discretion is essential as employees and/or residents may not know that a sale is under consideration.**

4. The **Undersigned** agrees that they will not contact the Bank or the Federal Deposit Insurance Commission involved in the offering or Seller, associated employees, officials, agents, attorneys, appraisers, or representatives, unless authorized to do so by **USA Lending** for a period of five (5) years from the conclusion of the relationship between the Parties. **The Undersigned agrees to pay a minimum fine of \$250,000 for breach of this Confidentiality Agreement.**

5. **USA Lending** makes no representation or warranty as to the accuracy or validity of the information furnished with respect to the property or business. Any and all representations shall be made solely by the **Seller** only at such time as they are set forth in a signed acquisition Agreement and then subject to the provision thereof. Any decision to enter into a contract for purchase and sale is based solely on the representations of the Seller (if any) and the independent due diligence performed by the **Principal** independently and separately from **USA Lending**.

6. This Agreement shall be governed by the laws of the State of Florida, shall be binding on each Party, its respective officers, directors, shareholders, partners, employees, agents, successors and assigns and will be modified only in writing signed by the Party against whom enforcement is sought. If legal action or other proceedings of any kind is brought for the enforcement of this Agreement or because of an alleged breach, default, or any other disputes in connection with any provision of this Agreement, **USA Lending** shall be entitled to recover reasonable attorney fees, costs, and all other reasonable costs incurred in prosecuting or defending such action or proceeding. Any proceeding may only be brought in the Courts located in Miami Dade County, Florida and the Principal agrees to this exclusive forum and consents to jurisdiction of this court.

7. **USA Lending only deals directly with Principals and does not co-broke with other real-estate brokers, companies and/or buyer's representative.** If it is found that the **Undersigned** is a real-estate professional or is using the service of a real-estate professional, company, and/or buyer's representative, **USA Lending** will not co-broke the commission with that professional. In the event that a third party, whether a real-estate professional, company, buyer's representative or otherwise, receives confidential property information from the **Undersigned**, and that sharing of information in any way contributes to an executed sales contract, then the Undersigned is responsible for the commission to **USA Lending**. Because the uncontrolled release of information results in damage to the reputation of **USA Lending** and may adversely impact the ability of **USA Lending** to get future confidential listings of properties to sell,

the **Principal** agrees to pay liquidated damages to **USA Lending** in the amount of \$250,000 for the unauthorized release of information. This may be in addition to any commission payable.

8. The **Undersigned** understands and agrees that **USA Lending** will receive a **3% commission or consulting fee** payable by the **Undersigned** (Buyer) in the event of an executed sales contract for **any** presented property or properties. This commission is payable regardless of whether any commission is paid by the Seller (although in transactions similar to the ones contemplated under this Agreement, commissions are not routinely paid by the sellers at the present time).

9. Since most properties are bank-owned or in foreclosure and most are not listed, **USA Lending** emphasizes that confidential property information will **not** be sent to the **Undersigned** until the following are faxed: 1) this Agreement **Signed by Principal**, 2) **a copy of the Principal's Photo-ID** and 3) **a copy of the Principal's Proof of Funds & Assets**. *All information sent by Principal will be held in Strict Confidence.* Lenders are generally unwilling to release information and to negotiate a potential sale of real estate in their portfolios without assurances that this information is in the possession of the broker.

10. **Personal Guaranty.** To the extent that the **Principal** signs on behalf of an entity, he or she also personally guarantees full performance of this Agreement. Specifically, and without limitation, the **Principal** guarantees payment of the commission to **USA Lending** if any information provided to the Principal results in the sale of any property or business interest to any third party or entity regardless of whether the Principal has any direct ownership interest in the purchasing entity.

**By signing below, you are indicating that you are a Principal (Potential Buyer) and that you completely and totally understand the contents of this document and agree to the provisions set forth in this Agreement. No provisions of this Agreement can be modified without written consent.**

\_\_\_\_\_  
Signature of Principal (aka "Undersigned)

\_\_\_\_\_  
Date

Name [Please Print]: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Country: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Cell phone \_\_\_\_\_

**THIS AGREEMENT IS BINDING UPON USA LENDING AND REALTY, INC. WITHOUT THEIR SIGNATURE UPON THE DELIVERY OF A COPY OF THIS DOCUMENT EXECUTED BY THE PRINCIPAL TO THE OFFICE SET FORTH BELOW.**

**Name:** Emile Farah      **Company:** USA Lending and Realty, Inc

**Address:** 132 SW 9<sup>th</sup> Street    **City:** Miami    **State:** Florida    **Zip:** 33130

**Phone:** 305-967-7200    **Fax:** 305-967-7208    **Email:** ur-cousin@usalendingandrealty.com

**\*Please Fax All Required Documents Together to 305-967-7208.**