



Triple A Realty, LLC

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This confidentiality agreement is made as of _____, 2021 (the "Effective Date"), by and between **The Capri Motel** ("Seller") and _____ (the "Receiving Party"). In connection with the Receiving Party's consideration of a possible transaction to acquire **The Capri Motel - 1341 Kimberly Road, Twin Falls, ID 83301** (Property), all parties' names above agree to the following terms and conditions:

1. Genuine Business Interest. Receiving Party is genuinely interested in pursuing and possibly purchasing a potential business arrangement proposed for discussion with the Seller.

2. Confidential Information. "Confidential Information" means nonpublic information that Seller designates as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential by the Receiving Party. "Confidential Information" includes information in tangible or intangible form relating to the business, operations, assets, properties, liabilities, prospects, products, technology plans, computer programs, methods, ideas, "know-how," materials, furnishes, coatings, formulations, functional and technical specifications, processes, research projects, equipment, equipment plans, sales and marketing research or materials, financial and legal information, personnel records, business plans, policies or practices, and information received from others that Seller is obligated to treat as confidential, together with all notes, memoranda, summaries, analyses, studies, compilations and other writings relating thereto or based thereon prepared by the Receiving Party or any of its Representatives (described below). Notwithstanding the foregoing, Confidential Information does not include any information which is (a) in the public domain at the time of the disclosure or subsequently becomes a part of the public domain through no fault of the Receiving Party; (b) known to or in the possession of the Receiving Party at the time of the disclosure; (c) readily ascertainable from public or trade sources at the time of its disclosure; (d) independently developed by the Receiving Party without recourse to any information provided under this Agreement; (e) obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (f) required by law to be disclosed by the Receiving Party, unless subject to a protective order or similar confidentiality protection.

3. Permitted Use. Receiving Party will use the confidential information solely for purposes of evaluating the business of the Seller.

4. Confidentiality. Receiving Party and Seller both acknowledge that all information and materials furnished concerning the above referenced Property is confidential and may not be used for any purpose other than evaluation. Access to any information furnished will be limited to attorneys, accountants, banking representatives, and business advisors directly involved with the transaction on property listed above.

5. Nondisclosure. Seller, Receiving Party or any of its Representatives all agree not to disclose to any other person the fact that any discussion or negotiations are taking place with respect to the Property or Business or the actual or potential terms, conditions or facts involved in any such discussions or negotiations.

6. Discretion. Receiving Party agrees not to contact the Property or Business owner, employees, suppliers, or customers except through the Seller's broker. Receiving Party further agrees not to circumvent or interfere with Broker's written contract or verbal agreement with Seller in any way.

7. Binding Effect. This agreement shall be governed and construed in accordance with the laws of the State of Idaho and shall survive the closing of any Agreement between Receiving Party and Seller for a period of one year from the date of said closing. The word "Closing" shall include notification of non-interest on the part of Receiving Party as well any successful transaction between Receiving Party and Seller.

8. Cost of Enforcement. In the event either party commences a judicial action to enforce the provision of this Agreement, the prevailing party in such action shall be entitled to recover, in addition to such other amounts as may be permitted by law, all costs and expenses incurred by it in the prosecution of defense of such action, including reasonable attorneys' fees.

9. Warranty. Triple A Realty and its agents do not guarantee, warrant, either expressed or implied, any information and/or figures supplied by the Seller. Receiving Party should rely on his own verification of this information as a part of his or her own due diligence.

10. Reproduction Prohibited: No copies shall be made or retained of any written information supplied to Receiving Party by Seller. At the conclusion of any discussion, negotiation or upon demand by Seller, all information including written notes, photographs, or notes taken by Receiving Party shall be returned to Seller or Seller's Agent. Any information shall not be disclosed to any employee or consultant unless they agree to execute and be bound by this agreement.

RECEIVING PARTY BROKER:

(if applicable)

Brokerage Name

Agent Signature

Broker Signature

RECEIVING PARTY:

Signature

Printed Name/Title

Company

Address

City/State/Zip

Phone

Email

SELLER: THE CAPRI MOTEL

Signature

Signature

*Listed by Joe Hutchins with Triple A Realty, LLC
1838 Eldridge Ave, Twin Falls, ID 83301*