

**NONDISCLOSURE AGREEMENT**

1	Buyer(s) _____
2	Buyer's Agent 1 _____
3	Buyer's Agent 2 _____
4	Seller(s) _____
5	Seller's Agent 1 _____
6	Seller's Agent 2 _____
7	Property Address or Tax ID # _____
8	_____ (the "Property")

9 Buyer and Buyer's Agent(s) (collectively, "Recipient(s)") have asked Seller to provide certain information about the Property to Recipients. Seller and  
10 Recipients are entering into this Nondisclosure Agreement (this "Agreement") and will adhere to the following:

11 (a) **Delivery of Confidential Information.** All the information regarding the Property that Seller Delivers to Recipients – whether orally, in  
12 writing, or by other means – is referred to in this Agreement as "Confidential Information."

13 (b) **Recipient's Obligations.** Recipients agree that the Confidential Information is confidential and proprietary to Seller. Recipients will not use  
14 the Confidential Information other than for the purposes of evaluating the Property; will not publicize anything about the Property, this  
15 Agreement, or the fact that discussions are being held with Seller; and will disclose Confidential Information only to persons with a specific  
16 need to know and from whom Recipient obtains a written agreement of confidentially substantially in the form of this Agreement. Confidential  
17 Information furnished in tangible form will not be duplicated by Recipients, except for purposes of this Agreement. Within ten (10) Days of  
18 Seller's request, Recipients will return all Confidential Information received in tangible form.

19 (c) **Term.** The obligations of Recipients will be effective from the date Seller first discloses any Confidential Information to either of the  
20 Recipients and will continue for \_\_\_\_ Days. The obligation not to disclose will be subject to any court order or procedure, whether initiated by  
21 or against either of the Recipients, but not by the rejection of any agreement between Seller and Recipients.

22 (d) **Exempt Information.** Recipients will have no obligation regarding Confidential Information that is or becomes publicly available without  
23 breach of this Agreement by either of the Recipients or is developed by Recipients without breach of this Agreement. Information disclosed by  
24 either of the Recipients with Seller's prior written approval will not be considered Confidential Information.

25 (e) **Miscellaneous.** This Agreement will be governed and construed under the laws of the State of Oregon without regard to conflicts of law.  
26 The party's consent to the exclusive jurisdiction and venue of the federal and state courts located in Oregon in any action arising out of or  
27 relating to this Agreement. If Recipient breaches or threatens to breach this Agreement, Seller may obtain all equitable and other relief  
28 necessary to protect Seller. This Agreement may be modified only in writing signed by both parties. Recipient may not assign this Agreement  
29 or any interest in this Agreement without Seller's express prior written consent. If any term of this Agreement is held by a court to be invalid or  
30 unenforceable, the remainder of this Agreement will be interpreted so as best to achieve the intent of the parties. Any notice required by this  
31 Agreement, or given in connection with it, will be in writing and given to the appropriate party at a known email or physical address. A party's  
32 failure to insist in any instance upon strict performance by the other party will not be construed as a waiver. In a dispute arising out of or related  
33 to this Agreement, the prevailing party may collect from the other party its reasonable attorney fees and costs and necessary expenditures.  
34 Electronic transmission of any signed original document, and retransmission of any signed transmission, will be the same as delivery of an  
35 original.

36 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

37 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

38 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

39 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

40 Buyer's Agent 1 \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

41 Buyer's Agent 2 \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

**LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE**

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