



Keller Williams Realty Black Hills
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Confidentiality Agreement

This Confidentiality Agreement applies to any and all confidential business documentation conveyed either verbally or through the use of evaluation materials. When executed, this Confidentiality Agreement shall apply to all properties exposed to the principal for up to one year of this date.

Gina Plooster and Dan Logan of Keller Williams Realty Black Hills, has available for study certain information relating to your expressed interest in the purchase of certain businesses or properties, which information includes, without limitation, collectively "Evaluation Materials." We are prepared to furnish the evaluation materials to you only on the condition that you agree to treat the evaluation materials confidentially, as hereinafter provided. Therefore, in consideration of our furnishing the evaluation materials to you, you hereby represent and agree as follows:

1. The evaluation materials furnished to you will not be used for any purpose other than to evaluate a possible purchase of the business or property by your principal, exclusively for their own account and not for any other purposes. Therefore, you agree to keep all evaluation materials (other than information which is a matter of public knowledge or is provided in other sources readily available to the public) strictly confidential; provided, however, that any of the evaluation material may be disclosed to your law and accounting firms, who need to know such information for the purpose of evaluating a possible purchase of the business or other property by you ("Permitted Parties"). The Permitted Parties shall be informed by you of the confidential nature of such information and shall be directed by you to treat such information with strict confidence.
2. You will not make any of the contents of the evaluation material available to any person other than the Permitted Parties; unless (a) such person has been identified to us; (b) we have approved, in writing, the furnishing of evaluation material or such disclosure to such person; and (c) such person has entered into a Confidentiality Agreement with us, the provisions of which agreement shall be substantially the same as the provisions of this agreement.
3. Without our prior written consent, you will not and will direct the Permitted Parties not to disclose, to any person, either the fact that discussions of negotiations are taking place concerning a possible purchase of the business or property by you or any of the terms, conditions, or other fact with respect to any such possible purchase, including the status thereof. The term "person," as used in the Agreement, shall be interpreted very broadly and shall include, without limitation, any corporation, company, partnership, or individual other than the Permitted Parties.
4. You will promptly, upon our request, deliver to us all evaluation materials furnished to you, whether furnished before or after the date of this agreement, without retaining copies thereof.

5. You acknowledge that neither we nor any person acting on our behalf have made any representation or warranty as to the accuracy or completeness of the evaluation materials. You agree that neither we nor persons acting on our behalf shall have any liability to you resulting from the delivery to you or use by you of the evaluation materials or otherwise with respect thereto.

6. This agreement shall be governed and construed in accordance with the laws of the State of South Dakota.

Please sign and return this Confidentiality Agreement to acknowledge your consent to be bound by the terms of this Agreement.

Dated this _____ day of _____, _____.

Confirmed and agreed to as Principal

Printed Name: _____

Signed Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (home) _____ (work) _____

Cooperating Realtor

The undersigned Realtor will be representing the buyer and agrees to be bound by all the terms and conditions of this Confidentiality Agreement.

Confirmed and agreed to as a real estate broker:

Signed Name: _____ Company: _____

Acceptance

The above party is approved by Gina Plooster and Dan Logan to receive information on the following property:

27585 Hwy 79 – Hot Springs KOA

Signed: _____