

**To obtain detailed information  
on this property, please complete  
and submit to:**

Timm & Associates, Inc.  
Phone: 952-932-9987  
Fax: 952-932-9787  
info@hotel-broker.com

**Confidentiality and Non-Disclosure Agreement**

Timm & Associates, Inc. proposes to furnish confidential information to the undersigned including any of its associates, affiliates, designees, successors, heirs, or assigns (“the Undersigned”) regarding the following Property:

**Listing # 126**

The Undersigned understands and agrees that any information with respect to the Owner / Sellers of the Property and the Property (“the Statements”) furnished to the undersigned 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 Owner’s / Seller’s consideration of a sale of its property and will use this information only for the purpose of analyzing a possible acquisition of an interest in the Property. By acceptance hereof the undersigned will not copy, reproduce or distribute the Statements in whole or in part at any time, without prior written consent of the Property Owners. The undersigned also agrees to immediately return the Statements upon request.

The undersigned also agrees to keep all information strictly confidential and shall not disclose to any other party. The undersigned agrees to take all necessary steps to assure that such information about the Property, or any of its employees, officers, agents, clients, attorneys, accountants, or other representatives, shall remain confidential and shall not be disclosed or revealed to any outside sources, or used in a many inconsistent with this Confidentiality Agreement without prior express written permission of the Owners. The undersigned agrees that any release of confidential information constitutes a breach of duty owed the Property Owners. The undersigned agrees on behalf of itself, its affiliated companies or businesses and their respective directors, officers, employees, and each of them, that in the event there is a breach of this Agreement, the Property Owners shall be entitled to an immediate injunction against further breach.

Any and all representations shall be made solely by the Property Owners, only at such time as they are set forth in a signed acquisition or purchase agreement and then subject to the provisions thereof. This Confidentiality Agreement is valid, legal, and binding with facsimile (FAX) signatures and is governed by the laws of the State of South Dakota. The undersigned represents the full authority to bind the company / firm to this Agreement and receipt is hereby acknowledged of a copy of this Agreement.

**The Undersigned also agrees not to disclose any information regarding the potential sale to any Property Employee. The Undersigned shall not visit the property without the Owner’s consent. The Undersigned will not contact the property, rent a room at the property, without the Owner’s consent. All site visits must be arranged through Timm & Associates, Inc.**

Acknowledged and agreed for:

By: \_\_\_\_\_

Address: \_\_\_\_\_

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

Print name \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_