

Confidentiality/Disclosure Agreement (Fax to 813-319-2875)

_____ herein known as CLIENT acknowledges that **Wujek & Company, Licensed Real Estate Broker**, has agreed to advise CLIENT of details concerning the sale or lease of the following businesses and/or real properties, hereinafter referred to as PROPERTIES:

(1) 74061 Subway (2) _____

CLIENT affirms and agrees that all dealings concerning the above will be conducted through Wujek & Company and that Wujek & Company shall act as a Transaction Broker and will be paid for its services by the owner(s) of the PROPERTIES; that CLIENT is requesting information solely for the purpose of deciding on the purchase or lease of the PROPERTIES; that CLIENT will keep all information in confidence and not release it to any person, excluding those specifically involved in the transaction; that CLIENT will return all proprietary materials to Broker upon Broker's request; and that CLIENT will not use information to compete with the Owner(s) of the PROPERTIES. In the event that CLIENT violates any part of this agreement, Wujek & Company and the Owner(s) shall be entitled to compensation from CLIENT.

It is acknowledged that all data has been provided by the Owner(s) of the Properties and is given to CLIENT for information purposes. Wujek & Company has not made investigation of its accuracy or completeness and makes no representations in that regard. Wujek & Company has not investigated environmental, licensing, zoning, historical, or other issues related to the PROPERTIES. CLIENT hereby agrees to independently investigate all issues before purchase or lease, and to hold harmless Wujek & Company from any claims related to the provision of false, inaccurate, or inadequate information. CLIENT is advised to seek the independent counsel of an attorney and accountant.

CLIENT agrees that he/she will not within two years from this date deal directly or indirectly with the Owner(s) of the PROPERTIES or an Owner's landlord without Wujek & Company's written consent. Should the CLIENT, or any legal/financial entity in which the CLIENT has interest, do so, and consummate any financial or employment arrangement(s), CLIENT shall be liable to Wujek & Company for the amount typically charged by Wujek & Company for procuring a buyer and/or lessee for the business and/or real estate at the original asking price(s). To secure such payment, Wujek & Company shall have the right to file documents evidencing a lien on the subject real estate and/or business. This shall be the necessary authorization and consent. (See Sect 475.42 (1)(J) of the Florida Statutes.)

This Contract shall be governed by the laws of the State of Florida and all parties agree to submit any controversy or claim to resolution by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association (A.A.A.). The venue shall be Hillsborough County, Florida.

In addition:

- (a) The Owner(s) of PROPERTIES shall be deemed to be a party to this document insofar as needs be.
- (b) A facsimile copy of this document and any signatures shall be considered for all purposes as originals.
- (c) CLIENT acknowledges receiving a copy of this document and the State Transaction Broker Notice.
- (d) The phrase "Wujek & Company", as used herein, shall include Wujek & Company and any other Broker(s) with whom Wujek & Company is cooperating.

Signature(1) _____
Print Name: _____
Address _____
Email: _____

Date _____
Telephone Number _____
City, State, Zip _____

Signature(1) _____
Print Name: _____
Address _____
Email _____

Date _____
Telephone Number _____
City, State, Zip _____

Agent for Selling Broker: *James J. Wujek*

Date January 16, 2018

Wujek & Company, 813-978-1191
jimwujek@gmail.com

TRANSACTION BROKER NOTICE

As a transaction broker, Wujek & Company, Licensed Real Estate Broker, provides you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly;
2. Accounting for all funds;
3. Using skill, care, and diligence in the transaction;
4. Disclosing all known facts that materially affect the value of the real property and are not readily observable to the buyer;
5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing.
6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listing price, that the buyer will pay a greater price than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and seller, but the licensee will not work to represent one party to the detriment of the other party.

Signature

Date

Signature

Date

Fax to: 813-319-2875
Wujek & Company
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