

Rock Lake Storage—Lake Mills

Confidentiality Agreement

This Confidentiality Agreement (“Agreement”) is made and agreed to by _____ (“Buyer”) regarding the property at 650 Owen St, 804 Mulberry St, 1022 Mulberry St. and 675 Industrial Dr all in Lake Mills, WI 53551 (Collectively known as Rock Lake Storage) (the “Property”).

The buyer has requested additional information for the purpose of evaluating a possible acquisition of the property (“Information”). The Seller shall deliver the Information for Buyer’s limited use in connection with evaluation of the Property for purchase and for no other purpose. Buyer hereby enters into this Confidentiality Agreement and covenants and agree to Seller as follows:

1. Buyer represents to Seller that it shall not, without the prior written consent of the Seller, disclose to any other person or entity the Information or any oral or written communications concerning the Property.
2. The obligation of confidentiality pursuant to this Agreement shall continue in perpetuity. This Agreement supersedes any and all prior or contemporaneous agreements, whether written or oral.
3. This Agreement applies to all Information received which is not available to the general public. Buyer understands that all information shall be treated as confidential, valuable and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm. In the event of any breach of this Agreement, Seller shall be entitled to any and all remedies available under the law.
4. Buyer shall not contact directly any persons concerning the Property, other than the Sellers’ agent without Seller’s written approval. Such persons include, without limitation: tenants, tenant’s employees, tenant’s suppliers, etc. A breach of this provision will be deemed to be a direct breach of this Agreement.
5. Seller nor it’s Agent make any representations or warranties, express or implied, as to the accuracy or completeness or any Information provided. Buyer assumes full and complete responsibility for receipt and verification of all Information and waives any potential recourse against Seller, subject to a future listing agreement between Seller and Buyer.
6. Buyer shall not, without prior written consent or approval of Seller, be entitled to assign this Agreement or any rights hereunder to any person or entity without Seller’s prior written authorization.
7. If Buyer is a corporation, partnership, LLC or other type of legal entity, the individual(s) signing this Agreement on its behalf will take all precautions to limit the distribution of the Information only to those persons within the entity who must know the Information, and who are specifically aware of this Agreement and agree to honor and enforce it.
8. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin and shall be binding upon and enforceable by the parties hereto as well as their respective heirs, personal representatives, successors and assigns.

Signature and Acknowledgement by Buyer:

Signature: _____
Company: _____
Email: _____
Address: _____
Agent Name: _____

Printed Name: _____
Title: _____
Telephone: _____
City, State, Zip: _____
Agent Telephone: _____

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NO WARRANTIES OR REPRESENTATIONS

This information has been secured from sources we believe to be reliable, but we make no representations or warranties, expressed or implied, as to the accuracy of the information. References to square footage, financial estimates, and other projections are approximate. Buyer must verify the information and bears all risk for any inaccuracies.

PROPERTY TOURS

Prospective purchasers are encouraged to visit the subject properties prior to submitting offers. However, all property tours must be arranged with the listing agent, Laura Staude Flood at (920) 699-8121. Please do not contact the owner or onsite tenants without prior approval.