

# CONFIDENTIALITY, NON-CIRCUMVENTION, AND EXCLUSIVE REPRESENTATION AGREEMENT

Prepared for execution by GUILLEN A Real Estate Company and Prospect

<b>Effective Date</b>	_____
<b>Broker</b>	GUILLEN A Real Estate Company
<b>Principal Office</b>	2525 Ponce De Leon Blvd #300, Coral Gables, FL 33134

This Confidentiality, Non-Circumvention, and Exclusive Representation Agreement ("Agreement") is made and entered into as of \_\_\_\_\_ (the "Effective Date"), by and between:

**GUILLEN A REAL ESTATE COMPANY**, a Florida \_\_\_\_\_,  
with its principal office located at 2525 Ponce De Leon Blvd #300, Coral Gables, FL 33134 (hereinafter referred to as "Broker" or "GUILLEN"),

and

\_\_\_\_\_,  
a \_\_\_\_\_,  
with a principal address of \_\_\_\_\_

(hereinafter referred to as "Prospect" or "Client").

Broker and Prospect may be referred to individually as a "Party" and collectively as the "Parties."

## 1. Purpose

Broker has access to certain confidential, proprietary, and non-public real estate opportunities, including off-market listings, pocket listings, owner contacts, pricing guidance, underwriting materials, development opportunities, investment strategies, and related information. Prospect desires access to such opportunities and desires that Broker and Broker's advisors represent Prospect in connection with the evaluation, negotiation, acquisition, leasing, exchange, financing, or disposition of real property and real estate-related opportunities, subject to the terms of this Agreement.

## 2. Exclusive Appointment

Prospect hereby appoints Broker as Prospect's sole and exclusive real estate representative, broker, and advisor with respect to any off-market, pre-market, pocket, confidential, or other real estate opportunities introduced, disclosed, or presented by Broker during the Term of this Agreement. Prospect agrees that Broker and Broker's designated advisors shall exclusively represent Prospect in connection with the review, evaluation, negotiation, and pursuit of such opportunities, subject to all applicable brokerage disclosures, agency elections, and legal requirements.

## 3. Term

The term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years, unless earlier terminated by a written instrument executed by both Parties. Notwithstanding expiration or

termination, the confidentiality, non-circumvention, commission protection, remedies, and survival provisions of this Agreement shall remain in full force and effect to the extent stated herein.

#### **4. Confidential Information**

For purposes of this Agreement, "Confidential Information" means all non-public or proprietary information disclosed by Broker or Broker's advisors to Prospect, whether orally, visually, electronically, or in writing, including property opportunities, owner identities, contact information, folio numbers, surveys, plats, zoning information, title information, market analyses, offering memoranda, rent rolls, underwriting, valuations, feasibility studies, development concepts, due diligence materials, transaction structures, seller expectations, and the existence of discussions or negotiations between the Parties.

#### **5. Non-Disclosure Obligations**

Prospect shall keep all Confidential Information strictly confidential and shall use such information solely for Prospect's internal evaluation of opportunities presented through Broker. Prospect shall not disclose Confidential Information to any third party except to attorneys, accountants, lenders, investors, consultants, officers, directors, employees, managers, members, or affiliates who have a strict need to know and who are bound by confidentiality obligations at least as protective as those set forth herein. Prospect shall be responsible for any breach of this Agreement by Prospect's affiliates, partners, employees, agents, representatives, or related parties and shall promptly notify Broker of any unauthorized use or disclosure.

#### **6. Non-Circumvention**

Prospect shall not, directly or indirectly, bypass, avoid, interfere with, or otherwise circumvent Broker in order to contact, negotiate with, enter into any agreement with, or complete any transaction involving any owner, seller, landlord, developer, borrower, lender, investor, intermediary, or other party first identified or introduced by Broker. Prospect shall not use any affiliate, nominee, assignee, partner, family member, employee, investor group, or related entity to avoid Broker's involvement or compensation. Any transaction involving a property or opportunity introduced by Broker to Prospect shall be deemed covered by this Agreement, whether completed by Prospect or by any related party.

#### **7. Exclusive Dealing Covenant**

During the Term of this Agreement, Prospect shall work exclusively through Broker with respect to any property or opportunity introduced, disclosed, submitted, or made available by Broker or Broker's advisors. Prospect shall not retain, appoint, or utilize any other broker, advisor, finder, consultant, or representative in a manner that conflicts with Broker's exclusive rights under this Agreement with respect to such opportunities.

#### **8. Representation by Broker and Advisors**

Prospect acknowledges and agrees that Broker and Broker's designated advisors shall represent Prospect in connection with opportunities covered by this Agreement, subject to any separate transaction-specific disclosures, representation agreements, compensation agreements, or other documents required for a specific deal. Nothing herein obligates Broker to present any minimum number of opportunities, and Broker retains full discretion regarding which opportunities are shared with Prospect.

#### **9. Commission and Fee Protection**

If Prospect or any related party enters into any transaction involving a property or opportunity introduced, disclosed, or submitted by Broker during the Term, Broker shall be recognized as the protected broker and shall be entitled to the compensation, commission, advisory fee, referral fee, or other lawful consideration otherwise due under the applicable transaction documents, listing agreements, co-broker agreements, separate commission agreements, or other written arrangements. If Prospect breaches this Agreement and completes or attempts to complete a covered transaction without Broker, Broker shall be entitled to recover the full amount of compensation Broker would have earned, together with all other remedies available at law or in equity.

## **10. No Obligation to Close**

This Agreement protects Broker's confidential information, exclusive relationship, and non-circumvention rights. It does not obligate Prospect to acquire, lease, finance, or close on any property, and it does not replace any purchase agreement, lease, letter of intent, purchase and sale agreement, commission agreement, agency disclosure, or other transaction-specific document.

## **11. Exclusions**

Confidential Information shall not include information that Prospect can establish by competent written evidence was lawfully known by Prospect before disclosure by Broker, becomes publicly available through no breach of this Agreement by Prospect, is lawfully obtained from a third party not under a duty of confidentiality, or is independently developed by Prospect without use of Broker's Confidential Information.

## **12. Legally Required Disclosure**

If Prospect is required by subpoena, court order, regulatory process, or other legal requirement to disclose any Confidential Information, Prospect shall, to the extent legally permitted, promptly notify Broker before making such disclosure so that Broker may seek a protective order or other appropriate remedy.

## **13. Return or Destruction of Materials**

Upon Broker's written request, Prospect shall promptly return or destroy all Confidential Information in Prospect's possession or control, except for archival copies maintained by legal, accounting, or compliance systems, which shall remain subject to this Agreement.

## **14. Remedies**

Prospect acknowledges that a breach of this Agreement would cause Broker irreparable harm for which monetary damages alone may be inadequate. Accordingly, Broker shall be entitled to seek temporary, preliminary, and permanent injunctive relief, specific performance, and any other legal or equitable remedies available, in addition to recovery of damages, costs, and attorneys' fees as provided herein.

## **15. Representations of Prospect**

Prospect represents and warrants that Prospect is entering into this Agreement for legitimate business purposes, that the person signing below has full authority to bind Prospect, and that Prospect shall not use Broker's Confidential Information to compete with Broker, bypass Broker, or interfere with Broker's business relationships.

## **16. No Assignment**

Prospect may not assign, transfer, delegate, or otherwise convey this Agreement or any rights hereunder without Broker's prior written consent. Any attempted assignment without such consent shall be void.

## **17. Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict-of-law principles. Venue for any action arising out of or relating to this Agreement shall lie exclusively in Miami-Dade County, Florida, unless the Parties otherwise agree in writing.

## **18. Attorneys' Fees**

In any action or proceeding arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs, and expenses, including those incurred before trial, at trial, on appeal, and in bankruptcy or collection proceedings.

## **19. Entire Agreement; Amendments**

This Agreement contains the entire understanding of the Parties with respect to its subject matter and supersedes all prior oral and written discussions, negotiations, and understandings relating thereto. No amendment,

modification, or waiver of any provision of this Agreement shall be valid unless in writing and signed by both Parties.

**20. Severability; Counterparts; Electronic Signatures**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be modified only to the minimum extent necessary to make it enforceable while preserving the Parties' intent as closely as possible. This Agreement may be executed in counterparts, each of which shall be deemed an original, and signatures transmitted electronically or by PDF shall be binding to the fullest extent permitted by law.

**21. Independent Review**

Each Party acknowledges that it has had the opportunity to consult independent legal counsel regarding this Agreement before execution and is not relying on the other Party for legal, tax, or regulatory advice.

- (a) Prospect shall not directly contact any owner, seller, landlord, lender, or intermediary regarding a covered opportunity except through Broker unless Broker first provides written consent.
- (b) Prospect shall maintain strict control over all marketing packages, offering memoranda, underwriting materials, and contact data received from Broker.
- (c) Prospect acknowledges that any covered opportunity made available by Broker is furnished solely for Prospect's own evaluation and may not be copied, redistributed, or repackaged for solicitation or competitive use.

**22. Survival**

Sections relating to confidentiality, non-circumvention, fee protection, remedies, governing law, venue, attorneys' fees, and all obligations that by their nature should survive shall survive the expiration or termination of this Agreement.

**Execution**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date written above.

GUILLEN A REAL ESTATE COMPANY	PROSPECT / CLIENT
By: _____	Legal Name: _____
Name: _____	By: _____
Title: _____	Name: _____
Date: _____	Title (if applicable): _____
	Date: _____

*Drafting Note: This document is provided in execution-ready format for business use and should be reviewed by Florida legal counsel before operational deployment.*