



BUYER CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") confirms the mutual understanding that Swoboda Hospitality Specialists ("SHS") as Agent, will provide _____ ("Buyer") with certain evaluation materials, as well as verbal information ("Confidential Information"; including all copies or other renditions thereof) in connection with the possible purchase of the **Comfort Inn Camp Verde, AZ** ("Property"). **This Confidential Information is made available to Buyer solely for the purposes of evaluating the possible purchase or lease of the Property.**

1. Confidential Information shall include, but not be limited to, any conversations or discussions with SHS, the Seller's agents or employees, and any information related to the Property. The use of Confidential Information for any purpose other than to determine Buyer's possible acquisition of property is expressly prohibited. Buyer agrees not to disclose this information to any person other than those who are directly involved in evaluating the possible purchase of the Property. No external verbal or written communication of Confidential Information shall be permitted without the express written consent of SHS.
2. Buyer agrees not to disclose any portion of the Confidential Information, summaries or other material derived from the evaluation of the Confidential Information, to any other person or entity.
3. Buyer acknowledges that the Confidential Information may contain data regarding SHS, which is material to the future business activities of SHS. Buyer agrees that the Confidential Information will not be disclosed or used to perform any act detrimental to SHS. Promptly upon request by SHS, Buyer agrees to return all written Confidential Information.
4. Buyer shall not photocopy or make copies in any other manner of the Confidential Information. Buyer further understands that all inspection appointments for said Property shall be made through SHS and Buyer will not contact the employees or owner direct.
5. Buyer shall not at any time, directly or indirectly, use, disclose, deliver, or communicate to any other person or entity, any discussions with SHS or Confidential Information concerning the Property. Any inquiries or correspondence in connection with the Property shall be communicated to SHS at the address as set forth above.
6. Buyer hereby acknowledges that it has not dealt with, nor will deal with, any party other than SHS, as Agent in Buyer's potential acquisition of the Property. Buyer further agrees to, and hereby does, indemnify and save harmless Seller and SHS against and from any loss, liability or expense, including reasonable attorney's fees, arising out of any claim or claims by any other party for commissions or other compensation for bringing the Property to the attention of the Buyer and any transaction contemplated hereby.
7. Buyer understands that this Confidentiality Agreement is being entered into as a condition to the release of the Confidential Information by SHS and that the information contained therein, while not guaranteed, is secured from sources deemed reasonably reliable.
8. **SELLER and SHS expressly reserve the right in their sole discretion to reject any or all proposals or expressions of interest in the property and to terminate discussions or negotiations with any party at any time with or without notice.**
9. This Agreement combined with Retainer agreement (if any) expresses the entire agreement and understanding of the parties. This Agreement shall not be modified or changed in any manner except in writing and signed by both parties. In any action to enforce the rights of the parties hereto, the prevailing party shall, in addition to the actual settlement, be entitled to reasonable attorney's fees.

By signing and acknowledging where indicated below, the parties understand and agree to the terms and conditions as outlined above.

Swoboda Hospitality Specialists (Agent)

Buyer: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date:

1928 E. Highland Street, Phoenix, AZ 85016

Address: _____

Phone (602) HOTEL4U

Fax (602) 271-0220

E-Mail: _____

E-Mail info@shshotels.com

Phone: (____) _____ Fax: (____) _____