

Confidentiality & Disclosure Agreement

_____ herein referred to as "PROSPECTIVE BUYER", acknowledges and agrees that **KIDS DEPOT REALTY, INC.**, hereinafter called "Broker", has advised PROSPECTIVE BUYER of the availability of and details concerning the following business opportunities and/or real properties to include:

PROSPECTIVE BUYER understands and agrees that all dealings concerning said business opportunity will be handled through BROKER and that all information received with respect to, but not limited to, the above-mentioned opportunity will be kept in strict confidence, will not be used to compete with SELLER/OWNER and that PROSPECTIVE BUYER shall not disclose this information to any person. The PROSPECTIVE BUYER acknowledges that the sole purpose in seeking information about the business is to purchase a business. In the event the PROSPECTIVE BUYER violates this confidentiality covenant or any other covenant herein with respect to SELLER, both BROKER, the listing BROKER and said SELLER shall be entitled to all remedies provided by law, including, but not limited to, injunctive relief and damages. BROKER shall be deemed to include all and any other BROKERS with whom BROKER is co-operating. Note: KIDS DEPOT REALTY, INC. (BROKER) represents the transaction and will be paid for its services by the seller unless otherwise agreed.

BROKERAGE RELATIONSHIP: FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS TRANSACTION BROKERS DISCLOSE TO BUYERS AND SELLERS THEIR ROLE AND DUTIES IN PROVIDING A LIMITED FORM OF REPRESENTATION. As a transaction broker, KIDS DEPOT REALTY, INC. and its associates, provide to 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 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 listed price, that the buyer will pay a price greater 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 the seller, but a licensee will not work to represent one party to the detriment of the other party.

All data on business opportunities are provided for informational purposes only. No representation is made by BROKER as to the accuracy of the data provided. BROKER encourages PROSPECTIVE BUYER to thoroughly review and independently verify to PROSPECTIVE BUYERS own satisfaction that the data provided is substantially representative of the business activity of the SELLER and can be relied upon when considering the purchase of said business. PROSPECTIVE BUYER acknowledges that PROSPECTIVE BUYER has been advised to seek the independent counsel of any attorney and/or an accountant to verify the information supplied to BROKER by SELLER and to examine any and all applicable documentation relevant to the transaction.

In the event that PROSPECTIVE BUYER discloses the availability of said designated business opportunity to any third party and this third party purchases the business without the BROKER, then PROSPECTIVE BUYER, in addition to the remedies specified hereinabove, will also be responsible for the payment of BROKER'S compensation which would have been payable on the listed selling price or minimum compensation whichever is greater.

It is hereby agreed that PROSPECTIVE BUYER will not within one year from this date deal directly or indirectly with the SELLER without the BROKER'S written consent and should the PROSPECTIVE BUYER do so and a sale, lease or other financial arrangement is consummated, the PROSPECTIVE BUYER shall be liable for all and any damages which the BROKER may suffer, including but not limited to the compensation which would have been payable on the listed selling price or minimum compensation, whichever is greater.

The SELLER shall be deemed to be a party to this document insofar as need be. A facsimile copy of this document and any signatures shall be considered for all purposes as originals. The Prospect acknowledges receiving a copy of this document.

_____ Date _____ Date _____

Wayne Evans
Kids Depot Realty, Inc.
(561) 575-9700

Address

City State Zip Code