

Simply Marinas  
4000 Ponce De Leon Blvd, Suite 479 Coral Gables, FL 33146  
305-439-9581 ; 888-456-3068 (fax)  
ash@simplymarinas.com

**CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT**

**Yacht Haven Marina  
5 Sombrero Blvd. Marathon Key, FL 33050**

**CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT**

This will govern the treatment of information to be provided to the undersigned below ("Prospective Purchaser") in connection with an investigation of **Yacht Haven Marina, located at 5 Sombrero Blvd. Marathon Key, FL 33050 (the "Property")**, a listing of **Simply Marinas (DBA for Ash Property Group Inc) ("BROKER")**.

The undersigned below, agree to the following:

All Informational Materials pertaining to the Property, which may be furnished to the undersigned by BROKER, shall continue to be the property of the Seller and BROKER. The Informational Materials will be used solely for the purpose of the " Prospective Purchaser" and may not be copied or duplicated, or shared without BROKER's written consent and must be returned to BROKER immediately upon BROKER's request or when the Prospective Purchaser terminates negotiations with respect to the Property. Neither the enclosed materials nor any information contained herein is to be used for any other purpose or made available to any other person without the express written consent of Seller. If the undersigned Prospective Purchaser does not within 30 days of the signing of this document, proceed with the acquisition of the Marina, Prospective Purchaser must destroy and/or return to Broker all notes and all copies of informational material pertaining to the Property.

BROKER and the Seller do not make any representations or warranties as to the accuracy or completeness of the information or materials provided. The information used in the preparation of these materials was furnished to BROKER by others and has not been independently verified by BROKER and is not guaranteed as to completeness or accuracy. Neither BROKER nor Seller shall have any liability whatsoever for the accuracy or completeness of the information contained herein or any other written or oral communication or information transmitted or made available or for any action taken or decision made by the recipient with respect to the Property. Interested parties are to make their own investigations, projections, and conclusions without reliance upon the material contained herein.

The undersigned shall not communicate, directly or indirectly, with the Seller, its management, representatives, staff or employees except through BROKER. All negotiations regarding the Marina shall be initiated exclusively through BROKER. All showings shall be by appointment only, and all appointments shall be coordinated by and exclusively through BROKER. All offers are to be made through BROKER. The undersigned further agree not to circumvent or interfere with Listing Broker's contract with Seller / Landlord in any way.

The Property has been offered for sale subject to withdrawal from the market, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any Prospective Purchaser, or for any other reason whatsoever, without notice. Seller or BROKER shall have no commitment or obligation to any interested party to provide confidential information until, if the Seller so chooses, that the Prospective Purchaser has been prequalified by BROKER and the Prospective Purchaser has submitted an acceptable offer.

This agreement terminates in two (2) years from the date hereof except as to written claims by Seller and BROKER against the undersigned. The Seller and BROKER shall remain to be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement beyond the two-year termination period.

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If either party institutes legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and other costs so incurred.

The undersigned shall indemnify, defend, and hold BROKER and Seller and each of their representatives, principals, employees, agents, successors, assigns, and affiliated entities, harmless from and against any and all losses, damages, liabilities, costs and expenses (including, without limitation, attorney's fees and costs) arising as a result of any breach of any of the terms of this Agreement.

If in agreement with the foregoing, please sign this Agreement and return one signed copy to BROKER:  
Fax: 888-456-3068 or email to: ash1@simplymarinas.com

**ACKNOWLEDGED AND AGREED BY:**

(All information below must be completed fully and legibly)

Prospective Purchaser's Name (Print Clearly): \_\_\_\_\_

Prospective Purchaser's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_