

**PROSPECT CONFIDENTIALITY &  
NON-CIRCUMVENTION AGREEMENT**

Hector Yusti, hyusti@hotmail.com



This Agreement dated and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between  
The Keyes Company Realtors, whose address is 2121 SW 3<sup>rd</sup> Ave, 3<sup>rd</sup> Floor, Miami, Florida 33129,  
[hereafter called **Keyes**] and

Name Address

[hereafter called **Broker**] IF ANY, IF NONE LEAVE BLANK

Name Address

[hereafter called **Prospect<sup>1</sup>**]

Property Address

Property Address

Property Address

Property Address

1. Broker, if any, registers with Keyes the prospects **who have signed** this *Prospect Confidentiality & Non-Circumvention Agreement* in accordance with the **Keyes** Broker Confidentiality Non-Circumvention Commission Agreement.
2. The Broker and Prospect agree that the information furnished to Broker and Prospect by Keyes is strictly confidential. Broker and Prospect shall keep all such information confidential, shall use such solely for the purpose of evaluating the Properties and the Owner's offer regarding the Properties, and shall not disclose such information to any other person without the express written consent of Keyes. However, Prospect may disclose such information to professionals and affiliates of Prospect who actively participate in Prospect's review and evaluation of the Properties and the Properties information *provided* Prospect takes all reasonable steps necessary to insure all of such persons compliance with the terms of this agreement. Broker and Prospect shall return to Keyes all documents received by them regarding the Properties upon Keyes' written request.
3. Broker and Prospect shall conduct all negotiations for the sale or lease of the Properties through Keyes; shall not communicate directly with the Owner or Owner's agents or other representatives and shall not visit the property, or contact any employees or other agents of Owner regarding the property, without the express written consent of Keyes.
4. *Prospect agrees that if Prospect purchases or leases the Properties; or, any interest therein, Keyes and Broker are entitled to receive no less than the reasonable and customary real estate brokerage commission or such other amount that may have been agreed upon between the Owner and Keyes,*

<sup>1</sup>As used herein the term "*Prospect*" includes the affiliates of such person. "*Affiliate*" means a person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with another person. For purposes of this definition a person and its senior executives are affiliates of each other.

