

CONFIDENTIALITY NON-DISCLOSURE AGREEMENT – BUYER



1 Date: \_\_\_\_\_

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3 In reference to the potential purchase of the following described business and associated real and/or personal  
4 property: Madison River OUtitters - 125 North Canyon Street, West Yellowstone, MT 59758

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10 \_\_\_\_\_ (hereafter the "Property"), by  
11 Brad Ritchey (hereafter the "Buyer"), from  
12 \_\_\_\_\_ (hereafter the "Seller"),

13 Buyer has requested certain information concerning the business, operations, finances and affairs of the Property  
14 ("Information"). As a condition to Seller furnishing the Information to Buyer, Buyer agrees as follows:

15 1. Buyer shall use the Information solely for the purpose of evaluating the possible purchase of the Property by  
16 Buyer.

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18 2. Neither Buyer, nor any employees, agents or representatives (collectively "Representatives") of Buyer shall  
19 use the Information in any way that is detrimental to Seller. The Information will be treated by Buyer as  
20 belonging to Seller and Buyer shall not, without Seller's prior written consent, disclose any of the Information  
21 to any persons or companies that are not the Buyer's Representatives.

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23 3. Buyer and/or Buyer's Representatives will not disclose to anyone who is not a direct participant in Buyer's  
24 potential purchase of the Property, either the fact that negotiations are taking place or any of the terms,  
25 conditions or other facts with respect to Buyer's possible purchase of the Property including, without limitation,  
26 Seller's name, address, and/or profession.

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28 4. Information shall not be reproduced by or on behalf of Buyer, in any form, without Seller's prior written  
29 consent. If Buyer decides not to pursue the purchase of the Property from Seller, Buyer agrees to immediately  
30 return to Seller or Seller's agent, Eric Becker, all Information and all authorized  
31 copies, summaries and notes of the contents or parts of the Information (regardless of who made them),  
32 without retaining any copies of this material.

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34 5. Without Seller's prior written consent, neither Buyer nor Buyer's Representative shall contact Seller's  
35 neighbors, lenders, employees, or any other person or company in any way affiliated with the Property and/or  
36 Seller.

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38 6. Buyer acknowledges that Seller will include in the Information all information known to Seller which Seller  
39 believes to be relevant for the purpose of Buyer's investigation of the possible purchase of the Property.  
40 However, and except as may otherwise be agreed to in writing, neither Seller nor Seller's Representatives  
41 make any representations or warranties as to the Information.

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43 7. This agreement shall be governed by the laws of the State of Montana. Buyer also acknowledges that  
44 monetary damages may not be a sufficient remedy for any breach of this agreement by Buyer and that Seller  
45 shall also be entitled to specific performance as a remedy for any such breach in addition to all other remedies  
46 available to Seller at law or equity.

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48 8. The obligations imposed on Buyer as set forth herein shall survive any expiration, termination or cancellation  
49 of the Agreement and/or of this agreement.

/   
Buyer's Initials

/   
Buyer Agent's Initials

50 **NOTE: Buyer Agent is bound to confidentiality as referenced above.**

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54 Buyer's Signature

Date

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57 Buyer's Signature

Date

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60 Buyer Agent's Signature

Date

**NOTE:** Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.