

# Real Estate Non-Disclosure Agreement Template

## Disclaimer

This Real Estate Non-Disclosure Agreement (NDA) template is provided for informational purposes only and is not intended to serve as legal advice or an official legal document. By downloading or using this template, you acknowledge that you are doing so at your own risk and agree to consult a qualified legal professional to ensure the document aligns with your specific needs and complies with local laws.

We expressly disclaim any guarantees or representations regarding the legal validity, enforceability, completeness, or suitability of this template for your particular transaction. Any reliance on or use of this document without professional customization is solely at your own discretion and risk.

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This **Non-Disclosure Agreement (the "Agreement")** is entered into as of [Insert Date] by and between

## Parties

- **Disclosing Party:** [Insert Name], located at [Insert Address]
- **Receiving Party:** [Insert Name], located at [Insert Address]  
(Collectively referred to as the "Parties")

## 1. Purpose

The Parties agree to protect certain Confidential Information disclosed in relation to [describe the transaction, e.g., "the evaluation of property located at [Insert Property Address] for potential purchase, lease, or other real estate transaction"].

## 2. Definition of Confidential Information

"Confidential Information" refers to any non-public, proprietary, or sensitive information disclosed by the Disclosing Party, including but not limited to:

- Property details, documents, and materials
- Financial information related to the property
- Information about tenants, suppliers, or customers
- All other materials marked as "confidential" or identified as such during disclosure

## Confidential Information does NOT include

- Information that is already in the public domain

- Information independently developed by the Receiving Party without use of the disclosed Confidential Information
- Information received from a third party without a breach of obligations

### **3. Obligations and Restrictions**

The Receiving Party agrees to:

- Maintain the confidentiality of all disclosed information and not share it with unauthorized parties.
- Use the Confidential Information solely for the purpose specified above.
- Take all reasonable measures to ensure employees, agents, and third parties comply with confidentiality obligations.

### **The Receiving Party agrees NOT to**

- Reproduce, disclose, or use the Confidential Information for purposes outside the Agreement.
- Release information into the public domain without prior written consent from the Disclosing Party.

### **4. Duration and Termination**

This Agreement begins on the date signed and continues for [Insert Duration, e.g., "2 years"] unless terminated by mutual written consent. The obligation to protect Confidential Information survives termination of this Agreement.

### **5. Legal and Enforcement Terms**

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential Information will cause irreparable harm to the Disclosing Party. Therefore:

- The Disclosing Party is entitled to injunctive relief and other remedies provided by law.
- This Agreement constitutes a legally binding document and will be governed under the laws of [Insert Jurisdiction].
- Any disputes will be resolved in the courts of [Insert Jurisdiction].

### **6. Signatures and Execution**

The Parties acknowledge they have reviewed and understand this Agreement and agree to its terms.

### **Disclosing Party**

Name (Printed): \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

### **Receiving Party**

Name (Printed): \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

### **Witness (Optional)**

Name (Printed): \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

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This template can be downloaded, filled out with the specific transaction details, and used in any real estate transaction requiring confidentiality.

Always consult a legal professional to ensure it complies with local laws and practices.