

Confidentiality Agreement

HawksView Hospitality (“Broker”) is pleased to provide buyer with hotel information regarding a portfolio of three franchised hotels, with 250+ rooms, located near the Denver Metro area in Colorado. Until the receipt of a fully signed copy of this Confidentiality Agreement, this hotel deal is identified as ***Hotel Deal - HVH #1504134***.

To receive property/hotel information regarding ***Hotel Deal - HVH #1504134***, please read, initial, sign and return this completed Confidentiality Agreement to Broker.

The property information has been prepared for use by a limited number of parties and does not purport to provide a necessarily accurate summary of the property or any of the documents related thereto, nor does it purport to be all-inclusive or to contain all of the information which prospective Buyers may need or desire. All projections have been developed by designated sources and are based upon assumptions relating to the general economy, competition, and other factors beyond the control of the Seller and therefore are subject to variation. No representation is made by Broker or the Seller as to the accuracy or completeness of the information contained herein, and nothing contained herein shall be relied on as a promise or representation as to the future performance of the property. Although the information contained herein is believed to be correct, the Seller and its employees disclaim any responsibility for inaccuracies and expect prospective purchasers to exercise independent due diligence in verifying all such information. Further, Broker, the Seller and its employees disclaim any and all liability for representations and warranties, expressed and implied, contained in or omitted from the property information or any other written or oral communication transmitted or made available to the Buyer.

The property information does not constitute a representation that there has been no change in the business or affairs of the property or the Owner since the date of preparation. Analysis and verification of the information provided are solely the responsibility of the prospective Buyer. Additional information and an opportunity to inspect the property will be made available upon written request to interested and qualified prospective Buyers.

No representation is made by Broker or the Seller as to the habitability, or condition of the Property. Any interested buyer must complete its own independent inspection and due diligence of the property and information.

By accepting the property information, you agree to indemnify, defend, protect and hold Seller and Broker and any affiliate of Seller or Broker harmless from and against any and all claims, damages, demands, liabilities, losses, costs or expenses (including reasonable attorney’s fees, collectively “Claims”) arising, directly or indirectly from any actions or omissions of Buyer, its employees, officers, directors or agents. By accepting the property information, you acknowledge that you are a principal and not an agent of or acting on behalf of any other party in connection with the acquisition or other transaction for the property (“Transaction”). Buyer shall indemnify and hold Seller and Broker harmless from and against any claims, causes of action or liabilities, including, without limitation, reasonable attorney’s fees and court costs which may be incurred with respect to any claims for other real estate commissions, broker’s fees or finder’s fees in relation to or in connection with the Property to the extent claimed, through or under a Transaction with Buyer.

The Seller and Broker each expressly reserve the right, at their sole discretion, to reject any or all expressions of interest or offers regarding the Property and/or to terminate discussions with any entity at any time with or without notice. The Seller shall have no legal commitment or obligations to any entity reviewing the property information or making an offer regarding a Transaction for the Property unless a written agreement regarding the Property has been fully executed, delivered, and approved by the Seller and its legal counsel, and any conditions to the Seller’s obligation there under have been satisfied or waived.

The property information and the contents, except such information, which is a matter of public record or is provided in sources available to the public, are of a confidential nature. By executing this Agreement and accepting the property information, you agree that you will hold and treat it in the strictest confidence, that you will not photocopy or duplicate it, that you will not disclose the property information or any of the contents to any other entity (except to outside advisors retained by you, if necessary, for your determination of whether or not to make an offer and from whom you have obtained an agreement of confidentiality) without prior written authorization of the Seller or Broker, and that you will not use the property information or any of the contents in any fashion or manner detrimental to the interest of the Seller or Broker.

Without the consent of HawksView Hospitality, the Undersigned will have no discussions, correspondence, or other contact with any employee, representative or agent of the other persons or companies involved in the Transaction, and will direct all inquiries related to the Transaction to HawksView Hospitality. The term Transaction for purposes of this provision shall be broadly construed to avoid any circumvention of the provisions of this Agreement. By executing this Confidentiality Agreement, and in consideration of receiving the confidential property information regarding the Property you agree not to participate in any Transaction with regard to the property that would be detrimental to the interest of the Seller or Broker or circumvent the Seller and Broker. Any participation in a Transaction for the Property within the Term of this Agreement that is not consented to in writing by Broker shall be deemed a breach of this Agreement and shall establish damages in the amount of the Broker's fee with the Seller and any other broker parties.

By signing this Confidentiality Agreement you hereby authorize HawksView Hospitality to contact you regarding this transaction or any other transaction in the future.

This Agreement shall be valid for a minimum period of two (2) years from the date of the Agreement.

By signing this Agreement you represent and warrant that the entity for which you are signing has duly authorized this Agreement and that you have the authority to sign on behalf of such entity.

COMPLETE AND EMAIL OR FAX BACK TO:
steveq@hawksviehospitality.com or (303) 647-4849

AGREED AND ACCEPTED:

Company Name: _____
Signature: _____
Print Name: _____
Title: _____
Address: _____
City, State, Zip: _____
Phone: _____
Fax: _____
E-mail: _____
Date: _____

AGREED AND ACCEPTED:

Broker Company: HawksView Hospitality
Broker Signature: _____
Print Name: Steve C. Quintana
Broker Phone: 303.912.4309
Broker Fax: 303.647.4849