



Manufactured Housing Communities of Oregon

MHCO Form 91: Park Sale Confidentiality Agreement

Revised 8-2016 | This form is exclusively licensed to:

Name of Community/Park:

Address:

CONFIDENTIALITY AGREEMENT

[Authorized pursuant to ORS 90.844(4)(a).]

_____, (“Owner”) of _____
 (“the Park”) located at: _____

has designated the documents and information identified on Exhibit A, attached hereto, as Confidential Information. The Confidential Information has been provided to those persons identified on Exhibit B, attached hereto (“Recipients”) and Exhibit C (“Related Persons”) who have been selected in joint cooperation with a representative of the Tenant’s Committee that has been formed, or identified, for the purpose of purchasing the Park. In consideration of receiving the Confidential Information, the Recipients and Related Persons, by signing below, acknowledge that they have read the terms of this Confidentiality Agreement (“Agreement”), understand the same, and agree to be bound thereby.

- No Duplication.** Subject to the following sentence, no Confidential Information shall not be duplicated without the prior written consent of Owner, or Owner’s authorized representative. Provided, however, Confidential Information may be duplicated without Owner’s or authorized representative’s consent, if done solely for purposes of providing copies to those persons identified on Exhibit B (“Recipients”) or Exhibit C (“Related Persons”), for purposes of assisting in evaluating or purchasing the Park.
- Signing of Confidentiality Agreement.** All Recipients and Related Persons must sign this Agreement before receiving any of the Confidential Information identified on Exhibit A. Prior to distributing any Confidential Information to Related Persons, Recipients shall be responsible for obtaining their signatures to this Agreement, confirming that they agree to be bound by the provisions of Sections 1, 2, 3, 6, & 7, herein.
- Return of Confidential Information.** Recipients and Related Parties covenant and agree that all Confidential Information identified at Sections I and II on Exhibit A (together, if requested by Owner, copies of all written evaluations, studies, inspections, tests, recommendations, and opinions, resulting or developed by any persons or entities identified on Exhibits B and/or C), shall be promptly returned to Owner when the negotiations to purchase the park are completed or terminated, without retention of any copies thereof, including on any form of electronic retention, such as computer files, drives, and disks. Provided, however, the preceding shall not be construed to mean that any Recipient or Related Party may not retain copies of their own work product that was developed as a regular part of their normal and customary recordkeeping.
- No Warranties.** Recipients, for themselves, the Tenants’ Committee, and the remaining Park Tenants, acknowledge and understand that Owner has, or may have, relied upon third parties in developing some or all of the Confidential Information, and



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makes no representation or warranty as to the truth, accuracy or completeness of the same. Owner expressly disclaims any and all liability for any representations, expressed or implied, contained in the Confidential Information, or in any other written or oral communications transmitted or made available to Recipients or Related Parties as a part of this transaction.

5. **Tenant Committee Due Diligence.** Recipients, for themselves, the Tenants' Committee, and the remaining Park Tenants, acknowledge and agree that they shall exercise all due diligence in the use and evaluation of all Confidential Information through the use of independent experts, consultants, and others hired or engaged by them. They further understand and agree that they do not have a right to rely exclusively upon Owner's Confidential Information to the exclusion of exercising their own due diligence.
6. **Breach of Agreement; Injunctive Relief.** Recipients, for themselves, the Tenants' Committee, and the remaining Park Tenants, acknowledge that upon any breach of this Agreement, Owner would be irreparably and immediately harmed and could not be made whole by monetary damages alone. Accordingly, it is agreed that, in addition to any other remedy to which Owner may be entitled in law or equity, Owner shall be entitled to an injunction (without the posting of any bond nor proof of actual damages) to prevent breaches or threatened breaches of this Agreement, and/or to compel specific performance of this Agreement. In any action brought to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the losing party, all reasonable costs and expenses incurred by it in connection with such action, including, without limitation, reasonable attorneys' fees.
7. **Successors and Assigns; Oregon Law; Venue.** This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, personal representatives, successors, and assigns of Owner, and Recipients, Related parties, the Tenants' Committee, and the remaining Park Tenants. This Agreement shall be construed and enforced in accordance with Oregon law, and in the event of the filing of any suit or action arising thereunder, venue shall be placed in the county in which the Park is located.

OWNER:

Dated: _____

RECIPIENTS (Append additional pages for signatures if necessary)

Dated: _____

Dated: _____

Dated: _____

RELATED PARTIES (Append additional pages for Signatures if necessary)

Dated: _____

Dated: _____

