

Steve Comstock  
Commercial Sales and Leasing



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### Confidentiality and Indemnity Agreement

In conjunction with its desire to sell Quality Inn & Suites/Rodeway Inn Hotel in Portland, Oregon ("the Property");

The Seller or Sellers and their Broker, Steve Comstock, Coldwell Banker Commercial Danforth ("CBCD") are making available to the undersigned Broker/Purchaser ("Undersigned") various reports, studies, and documents (collectively the "Offering Materials") regarding the Property for review by the undersigned and for no other purposes.

The undersigned understands and acknowledges that the Offering Materials are being made available to it under the following terms, covenants, and conditions:

- 1) Undersigned &/or Co-Broker agree

## NOT TO DISCLOSE POSSIBLE SALE TO HOTEL EMPLOYEES.

- 2) The undersigned agree not to disclose the contents of the Offering Materials or any portions thereof to any person, corporation, partnership, or governmental entity and shall not tamper with, alter, or destroy the Offering Materials or any portion thereof and shall not use the Offering Materials for any purpose other than for its investigation of the Property for the purpose of acting as a Co-Broker or Purchaser regarding the sale of the Property.
- 3) CBCD make no representations or warranties regarding the accuracy, correctness, timeliness, or relevancy of the Offering Materials as the same relate to the Property. Such information was received from third party sources and has not been independently verified by CBCD.
- 4) Any financial projections of future income, expenses, and other costs contained in the Offering Materials are based on estimates and assumptions and may not represent the future performance of the Property. The Undersigned agrees that its decision to purchase the Property shall be based on its independent investigation and evaluation of the Property and not solely on the Offering Materials. The Undersigned agrees the Seller and CBCD shall have no liability with respect to any information, including, but not limited to the Offering Materials, including projections of future income, expenses, and other costs provided by Seller or CBCD.
- 5) The Undersigned understands that the Offering Materials may contain errors and that CBCD has made no independent due diligence regarding same. In addition, the Undersigned understands that conditions at the Property may have changed since the Offering Materials were issued and CBCD has made no independent investigation regarding same.
- 6) The Undersigned are advised that CBCD is acting on behalf of Seller as an agent in connection with the sale of this Property. Should Undersigned elect to have its own representation by a Co-Broker, Undersigned and Co-Broker acknowledge and agree that Co-Broker's commission paid by Seller or CBCD shall be based on a percentage of the gross sales price of the Property. Undersigned and Co-Broker hereby agree that any fees earned by or owed to Co-Broker in connection with this transaction in excess of this will be paid by Co-Broker's client. Undersigned agree to indemnify and hold harmless CBCD, Seller, their respective affiliates, successors and assigns, employees, officers and directors against and from any loss, liability or expense, including reasonable attorney's fees, arising out of any claim or claims by Co-Broker, finder or similar agent fees, commissions, or other compensation except as agreed herein, for bringing about any investment in the Property by Undersigned.
- 7) The Undersigned agree that they will not use, or permit to be used, this information in any fashion or manner detrimental to the interests of Seller or CBCD, including going around CBCD to purchase the property directly from Seller for a period of 18-month.
- 8) CBCD does not offer legal advice and does not act as an attorney. Undersigned is hereby advised to seek its own attorney for legal advice as Undersigned may deem necessary.

**Undersigned warrant they agree to the above:**

**Purchaser** \_\_\_\_\_ **Date** \_\_\_\_\_

**Co-Broker** (if applicable) \_\_\_\_\_