



**Building Trades Association  
Contractors Referral Network**

Toll Free: 1-888-777-9586

Local: 561-961-1373

Fax: 561-241-0621

**NON-CIRCUMVENTION AGREEMENT**

This Non-Circumvention Agreement (the "Agreement") is entered into as of this \_\_\_\_\_ day of December 2006, and is by and between Building Trades Association of Florida ("Disclosing Party") and \_\_\_\_\_ ("Receiving Party").

**RECITALS**

WHEREAS, Disclosing Party has various business opportunities concerning the introduction of certain potential customer leads it has generated and related proprietary information which it desires to present to Receiving Party (the "Opportunity");

WHEREAS, Receiving Party is interested in receiving information about the Opportunity; and

WHEREAS, Disclosing Party desires and Receiving Party agrees that prior to identification of the Opportunity by Disclosing Party, Receiving Party must agree to certain non-circumvention and nondisclosure covenants.

NOW, THEREFORE, for good and adequate consideration, the receipt of which is hereby acknowledged, the parties hereto, agree as follows:

**ARTICLE I  
NON-CIRCUMVENTION**

Section 1. **Further contacts with the Opportunity (Non-Circumvention).** Receiving Party agrees not to undertake any transaction or a series of transactions of any kind with the Opportunity without the express prior written agreement of Disclosing Party, which agreement may be withheld in Disclosing Party's sole discretion. Receiving Party agrees not to contact or initiate contact at any time for any purpose, either directly or indirectly, with the Opportunity, unless such approval is specifically granted in written form by Disclosing Party on a case-by-case basis.

Section 2. **Trade Secrets.** Much of the business information communicated to Receiving Party by Disclosing Party may be trade secrets to such party. The Receiving Party agrees to preserve the secrecy of said information. All information which becomes known through the course of discussions and/or business conducted by and between

Receiving Party and Disclosing Party shall be deemed trade secrets. Said trade secrets include, but are not limited to, customer leads, prepared information packages; financials; related documents; names of potential strategic partners, intermediaries, contacts and deal sources; deal structures and financial considerations. The Receiving Party agrees to preserve and protect the secrecy and confidentiality of such information and shall disclose same to no third party without the express written permission from Disclosing Party. This prohibition shall be enforced from the date of this Agreement and for a period of five years thereafter. Each presented Opportunity to stand on its own and the time of prohibition outlined in this paragraph shall commence upon the receipt of such Opportunity by the Receiving Party. This paragraph shall survive any termination of this agreement by either party.

Section 3. **Applicability of Agreement.** Receiving Party agrees that the provisions of this Agreement extend to the employees, officers and agents of their company/business. Said principals further agree to provide the requisite internal security of the subject data within their respective organizations.

Section 4. **Payments.** Unless otherwise agreed by and between the parties in writing, Receiving Party agrees that all payments for agreed upon construction services shall be made to Disclosing Party. Disclosing Party agrees it will promptly forward payments to Receiving Party and Receiving Party agrees to indemnify and hold harmless Disclosing Party from any claims or demands from service providers. Disclosing Party shall receive from the service providers of Receiving Party lien waivers as promptly as possible but in no event later than the time for the last payment under any construction agreement with any Opportunity presented by Disclosing Party.

## ARTICLE II MISCELLANEOUS

Section 1. **Choice of Law / Forum.** This Agreement shall be construed in accordance with the laws of the State of Florida, without giving effect to its conflict of laws provisions. Any dispute arising under or related to this Agreement shall be brought before a state or federal court located within the State of Florida and each party to this Agreement consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.

Section 2. **Authority.** Each of Disclosing Party and Receiving Party hereby represents that it has full right, power and authority to execute this Agreement and to perform the actions contemplated hereby. Upon execution of this Agreement, each of Disclosing Party and Receiving Party hereby binds its representatives, associates and heirs and all subsidiaries and firms affiliated with Disclosing Party or Receiving Party, as the case may be, under the terms of this Agreement. No waiver by either party of any condition or term in any one or more instances shall be construed as a further or continuing waiver of such condition or term or any other condition or term. No delay or omission to exercise any right, power or remedy accruing to any party under this

Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it to be construed to be a waiver of any such breach or default, as an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default (which must be in writing) be deemed a waiver of any other breach or default thereafter occurring. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

Section 3. **Integration and Severability.** This Agreement constitutes the entire agreement between the parties hereto regarding the transactions contemplated hereby and supersedes all prior discussion, negotiations and agreements, whether oral or written. In the event a term or terms of this Agreement is/are held to be unenforceable or unlawful, the remaining terms of this Agreement shall continue in full force and effect. This Agreement is not assignable.

Section 4. **Notices.** All notices, requests, consents and other communications hereunder shall be in writing and shall be delivered in person or by registered or certified mail, return receipt requested, postage and fees prepaid, or by overnight courier, receipt signature required, or by telecopier transmission, with verification of the transmission received by the sender, to the parties as set forth below or at such other place as either party may, by written notice to the other, direct:

If to Disclosing Party:

\_\_\_\_\_  
\_\_\_\_\_

Facsimile No.: \_\_\_\_\_

Attn: \_\_\_\_\_

If to Receiving Party:

\_\_\_\_\_  
\_\_\_\_\_

Facsimile No.: \_\_\_\_\_

Attn: \_\_\_\_\_

Any party hereto may change the address designated for mailing by written notice to the other party. All such notices shall be deemed to be given when delivered in person or telecopied, or if placed in the mail as aforesaid, then 3 days thereafter.

Section 5. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, including telecopy facsimiles, each of which shall be

deemed an original, but all of which together shall constitute one and the same agreement.

Section 6. **Amendments.** This Agreement may only be amended, supplemented, or otherwise altered with the express written consent of all parties hereto.

The Parties hereto, agreeing to be bound, hereby execute this Agreement effective the date first set forth above.

Disclosing Party

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Receiving Party

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Please sign and fax to **561-241-0621**

**Note:**

Send Hard Copy with signatures to :

**Building Trades Association Contractors Referral Network**

1181 South Rogers Circle, Suite 1

Boca Raton, FL. 33487