

## ALA REGISTERED CONTRACTOR NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT** is made on \_\_\_\_\_ by and between the ARROWHEAD LAKE ASSOCIATION (“ALA” or “Disclosing Party”) and \_\_\_\_\_ (“Receiving Party”). Disclosing Party and Receiving Party are collectively referred to herein as Parties and singularly referred to herein as Party.

### RECITALS

The Receiving Party is a registered contractor of the ALA. The Receiving Party acknowledges that in the course of performing work for ALA or ALA members the Disclosing Party may disclose confidential information to the Receiving Party. The confidential information disclosed to Receiving Party is defined as and restricted/limited to the following:

- ALA’s legal settlements and lawsuits
- Closed session meetings of the ALA Board of Directors
- Closed session meetings of ALA Committees
- Confidential Information about ALA members not available to the public

ALL confidential information will be clearly labeled as such, and ALL closed session meetings will be posted as confidential and bound by this non-disclosure agreement.

This Agreement is not intended to preclude Receiving Party disclosing or discussing Confidential Information with the ALA member who hired Receiving Party. This Agreement is intended to preclude Receiving Party from disclosing Confidential Information to any party other than the ALA member who hired Receiving Party.

**ALL CONFIDENTIAL INFORMATION ALA PROVIDES TO THE RECEIVING PARTY IS TO BE KEPT CONFIDENTIAL.** In consideration of the disclosure of Confidential Information by the Disclosing Party, the Receiving Party hereby agrees: (i) to hold the Confidential Information in strict confidence and to take all reasonable precautions to protect

the Confidential Information, (ii) not to disclose any Confidential Information or any information derived therefrom to any third person, (iii) not to make any use whatsoever at any time of the Confidential Information other than for ALA business, and (iv) not to copy any Confidential Information without the express consent of ALA. The Disclosing Party agrees that the foregoing shall not apply to any information which, through no improper action or inaction by the Receiving Party, is or becomes generally available to the public. The Receiving Party agrees that any employees, agents and/or subcontractors to whom the Receiving Party needs to provide Confidential Information will sign a Nondisclosure Agreement with ALA before the Receiving Party provides them with any Confidential Information.

**RETURN OF CONFIDENTIAL INFORMATION.** Immediately upon request by the Disclosing Party, the Receiving Party will return to the Disclosing Party all Confidential Information, all documents or media containing such Confidential Information and all copies of Confidential Information in Receiving Party's possession.

**NO WAIVER.** The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Agreement shall be affected. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.

**ATTORNEY FEES.** If any Party institutes any action or proceeding against any other Party to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its expenses, including reasonable attorney fees and costs, in addition to any other relief to which the Party is entitled.

**ENTIRE AGREEMENT.** The Parties understand and agree that this Agreement constitutes the entire agreement between the Parties concerning the disclosure of Confidential Information. No warranty, representation, condition, understanding, or agreement of any kind with respect to the subject hereof shall be relied upon by the Parties unless incorporated herein.

**GOVERNING LAW.** The Parties understand and agree that the laws of the State of California govern the terms and enforceability of this Agreement. Jurisdiction and venue for any action to enforce this Agreement shall lie in the Superior Court for the State of California, County of San Bernardino.

**INTERPRETATION OF THE AGREEMENT.** Whenever the context requires, any gender includes all others, and the singular number includes the plural, and vice-versa. Any captions in this Agreement are inserted for convenience of reference and do not define, describe, or limit the scope or intent of this Agreement or any of its terms. No inference, assumption, or presumption shall be drawn from the fact that Disclosing Party caused this Agreement to be prepared and/or drafted this Agreement. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining parts, terms, or provisions, shall not be affected, and the illegal, unenforceable, or invalid part, term, or provision shall be deemed not part of this Agreement.

**MODIFICATION OF THE AGREEMENT.** This Agreement may be modified or amended only by a written instrument signed by the Parties hereto.

**[Disclosing Party]**

**[Receiving Party]**

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

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

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

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

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_