



Unilateral Non-Disclosure Agreement

This agreement is entered into between _____ (hereinafter referred to as the "Owner"), and DELANEY MANUFACTURING, LLC 418 Interstate Ct. Sarasota, Fl 34240 (hereinafter referred to as the "Recipient") WHEREAS, the Owner has certain valuable information, concepts, ideas, or designs, which the Owner deems confidential (Hereinafter referred to as the "Information"): and

WHEREAS, the Owner wishes to disclose the Information to the Recipient; and

WHEREAS, the Recipient will not disclose this Information, as provided in this Agreement.


NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

- 1. DISCLOSURE. Owner shall disclose to the Recipient the Information.
- 2. LIMITATION ON USE. Recipient agrees not to manufacture, sell, deal in, or otherwise use or appropriate the disclosed information in any way whatsoever, including but not limited to adaptation, imitation, redesign, or modification. Nothing contained in this Agreement shall be deemed to give Recipient any rights whatsoever in and to the Information.
- 3. DISCLOSURE: The Recipient will: (a) strictly limit disclosure of any Information to its directors, employees, or vendors, (collectively hereinafter referred to as the "Representatives"), who have a need to know such Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Information and of the obligations set forth in this Agreement and require such Representatives to keep the Information confidential; (c) shall safeguard the Information by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own information;
- 4. CONFIDENTIALITY. As consideration and in return for the disclosure of this Information, the Recipient shall keep secret and hold in confidence all such Information, not disclosing it to any person or entity other than its Representatives.
- 5. PUBLIC DOMAIN: The Recipient and their Representatives will not be bound by this agreement if the Information is in the public domain, or becomes part of the public domain.
- 6. MISCELLANY. The Agreement shall be binding upon the parties and their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

Owner sign here: _____ Date: _____

Print Name: _____

Recipient of "Information" sign here: 

JOHN L. SMELSER

DELANEY MANUFACTURING, LLC,

