



We Network the Globe!

## WynnDcorp Realty International

PO Box 461, Maggie Valley, NC 28751  
Phone 1-828-926-5060 ... Fax 1-770-783-8358  
E-mail - [dwynn@wynndcorp.com](mailto:dwynn@wynndcorp.com)

### NON-DISCLOSURE / NON-CIRCUMVENTION AGREEMENT

**This document does not establish an "Agency" agreement  
between WynnDcorp and the undersigned.**

The undersigned hereby agrees not to disclose or discuss to any third party and to keep completely confidential all names of any property, corporation, organization, individuals introduced by WynnDcorp. The undersigned further agrees not to disclose any information learned about the businesses to any third party, including employees, customers, suppliers or other prospective buyers. The information and/or records about these businesses obtained by the undersigned are confidential and shall not be used by you for competitive use in any business, present or future. It is understood that information disclosed to others could cause a loss of business, and or create injury to employee/employer relationship. Buyer may consult with his attorney, accountant, or financial advisor concerning the information/records, subject to this agreement, without causing a breach to this agreement. Exception: if the undersigned is acting as Broker and has similar ND/NC document from prospective buyers, information pertinent to allow Buyer to evaluate said property may be released.

The undersigned agrees that WynnDcorp, or its agent, in bringing BUYER (s) and SELLER (s) together, has fulfilled its primary brokerage function and that buyer (s) agrees to hold WynnDcorp, its agents, and attorneys harmless from any liability arising out of the sale of businesses discussed with BUYER (s).

The undersigned (IF BUYER) understands that they are not responsible for the Broker's commission unless otherwise agreed to in a BUYER'S BROKER AGREEMENT. However should the undersigned release any information about the businesses, and the sale is succeeded and closed without the WynnDcorp, the undersigned agrees to pay as a consideration to WynnDcorp an amount equal to the actual commission due BROKER.

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Haywood County Board of Realtors – Haywood County MLS – Resort & Recreational Specialist  
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This paragraph shall remain in force for a period of seven hundred thirty (730) days.

The undersigned or his representative further agrees, promise and pledge that neither it nor any principals, officers, agents or buyer customers/clients shall circumvent and further shall not make any contact directly or indirectly, or attempt to otherwise deal with any sources being revealed by Broker without the written permission of WynnDcorp. Should any circumvention or contact be made with the source revealed by WynnDcorp and should this contact or circumvention result in a sale, merger or exchange of the business property in question, the undersigned agrees to pay as consideration an amount equal to the actual commission due WynnDcorp.

The undersigned understands and agrees this may be an on going business and word of its availability would be cause for severe economic loss to the sellers. And, shall not disclose to any third party any or all of the confidential information disclosed, nor shall use such information for any purpose other than to evaluate the property and / or business. Furthermore they will not ask, nor cause anyone in their control to ask, questions of employees or vendors of the owner(s) of the property / business.

The undersigned will not visit the site without confirmed appointment through WynnDcorp unless it is to do business in such a way that has nothing to do with the possible purchase of the property / business and then shall not otherwise question any employees, agents, vendors of the property / business owner during said visits.

This agreement shall bind the parties, employees, associates, and their heirs, successors and assigns. To the extent allowed by law, the undersigned waives all defenses in law or equity arising from the undersigned breach of this agreement. This document cannot be revoked or amended except by written agreement by all parties.

Brokers are responsible for their Buyer to strictly adhere to this agreement and it's terms and content.

Please accept our most sincere appreciation for your selection of our brokerage services. The transaction that you are contemplating will naturally involve a variety of financial statements and legal documents that bear significantly on your decision. Our firm does not intend to represent that any of the financial statements or any other material or information supplied by the SELLER or its agent have been inspected, verified or approved by us. It is because we recognize the significance of

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this data that we recommend an independent certified audit by an accountant of your choice. In addition for your protection, we request that your legal counsel be available to assist you with the transaction. Further, no representation as to the condition of any structure, fixture or system is implied. WynnDcorp makes no inspection. It is requested that certified or licensed inspectors or engineers be employed to ascertain the condition of such structure, fixture or system. This agreement shall be binding for: All properties introduced to this Buyer or Broker by WynnDcorp.

AGREED TO AND ACCEPTED:

WynnDcorp, 1780 Setzer Cove Rd, PO Box 461, Maggie Valley, NC 28751

WynnDcorp Broker / Agent: - David Wynn , RRS, RECS, ABR, Broker.

**INFORMATION MUST BE TYPED OR PRINTED AND LEDGIBLE**

**If Broker Sign:** \_\_\_\_\_ Date: \_\_\_\_\_

**Broker please register your Buyer below;**

**Broker has NDCA from his buyer: Yes \_\_\_\_\_ No \_\_\_\_\_**

Print name: \_\_\_\_\_ Phone #: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Company: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**If Buyer, Sign:** \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_ Phone #: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Company: \_\_\_\_\_

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**Buyer attests they have read the following “Working with Real Estate Agents”. This document does not establish an “Agency” agreement between WynnDcorp and the signed. The signed must contact WynnDcorp if they wish to enter into a “Buyers Representative Broker” agreement.**

## WORKING WITH REAL ESTATE AGENTS

NOTE: Effective July 1, 2001, in every real estate sales transaction, a real estate agent shall, at first substantial contact directly with a prospective buyer or seller, provide the prospective buyer or seller with the following information [NC Real Estate Commission Rule 21 NCAC 58A.0104(c)].

When buying or selling real estate, you may find it helpful to have a real estate agent assist you. Real estate agents can provide many useful services and work with you in different ways. In some real estate transactions, the agents work for the seller. In others, the seller and buyer may each have agents. And sometimes the same agents work for both the buyer and the seller. It is important for you to know whether an agent is working for you as your agent or simply working with you while acting as an agent of the other party.

This brochure addresses the various types of working relationships that may be available to you. It should help you decide which relationship you want to have with a real estate agent. It will also give you useful information about the various services real estate agents can provide buyers and sellers, and it will help explain how real estate agents are paid.

### SELLERS

#### *Seller's Agent*

If you are selling real estate, you may want to “list” your property for sale with a real estate firm. If so, you will sign a “listing agreement” authorizing the firm and its agents to represent you in your dealings with buyers as your *seller's agent*. You may also be asked to allow agents from other firms to help find a buyer for your property.

Be sure to read and understand the listing agreement before you sign it.

*Duties to Seller:* The listing firm and its agents must · promote your best interests · be loyal to you · follow your lawful instructions · provide you with all material facts that could influence your decisions · use reasonable skill, care and diligence, and

· account for all monies they handle for you. Once you have signed the listing agreement, the firm and its agents may not give any confidential information about you to prospective buyers or their agents without your permission. But until you sign the listing agreement, you should avoid telling the listing agent anything you would *not* want a buyer to know.

*Services and Compensation:* To help you sell your property, the listing firm and its agents will offer to perform a number of services for you. These may include · helping you price your property · advertising and marketing your property · giving you all required property disclosure forms for you to complete · negotiating for you the best possible price and terms · reviewing all written offers with you and · otherwise

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promoting your interests.

For representing you and helping you sell your property, you will pay the listing firm a sales commission or fee. The listing agreement must state the amount or method for determining the commission or fee and whether you will allow the firm to share its commission with agents representing the buyer.

### *Dual Agent*

You may even permit the listing firm and its agents to represent you and a buyer at the same time. This “dual agency relationship” is most likely to happen if an agent with your listing firm is working as a *buyer's agent* with someone who wants to purchase your property. If this occurs and you have not already agreed to a dual agency relationship in your listing agreement, your listing agent will ask you to sign a separate agreement or document permitting the agent to act as agent for both you and the buyer.

It may be difficult for a *dual agent* to advance the interests of both the buyer and seller. Nevertheless, a *dual agent* must treat buyers and sellers fairly and equally. Although the *dual agent* owes them the same duties, buyers and sellers can prohibit *dual agents* from divulging certain confidential information about them to the other party.

Some firms also offer a form of dual agency called “designated agency” where one agent in the firm represents the seller and another agent represents the buyer. This option (when available) may allow each “designated agent” to more fully represent each party.

If you choose the “dual agency” option, remember that since a dual agent’s loyalty is divided between parties with competing interests, it is especially important that you have a clear understanding of · what your relationship is with the *dual agent* and · what the agent will be doing for you in the transaction.

## BUYERS

When buying real estate, you may have several choices as to how you want a real estate firm and its agents to work with you. For example, you may want them to represent only you (as a buyer’s agent). You may be willing for them to represent both you and the seller at the same time (as a dual agent). Or you may agree to let them represent only the seller (seller’s agent or subagent). Some agents will offer you a choice of these services. Others may not.

### *Buyer's Agent*

*Duties to Buyer.* If the real estate firm and its agents represent you, they must · promote your best interests · be loyal to you · follow your lawful instructions · provide you with all material facts that could influence your decisions · use reasonable skill, care and diligence, and · account for all monies they handle for you. Once you have agreed (either orally or in writing) for the firm and its agents to be your *buyer's agent*, they may not give any confidential information about you to sellers or their agents without your permission. But until you make this agreement with your buyer’s agent, you should avoid telling the agent anything you would *not* want a seller to know.

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**Unwritten Agreements:** To make sure that you and the real estate firm have a clear understanding of what your relationship will be and what the firm will do for you, you may want to have a written agreement. However, some firms may be willing to represent and assist you for a time as a *buyer's agent* without a written agreement. But if you decide to make an offer to purchase a particular property, the agent must obtain a written agency agreement. If you do not sign it, the agent can no longer represent and assist you and is no longer required to keep information about you confidential. Furthermore, if you later purchase the property through an agent with another firm, the agent who first showed you the property may seek compensation from the other firm.

Be sure to read and understand any agency agreement before you sign it.

**Services and Compensation:** Whether you have a written or unwritten agreement, a *buyer's agent* will perform a number of services for you. These may include helping you · find a suitable property · arrange financing · learn more about the property and · otherwise promote your best interests. If you have a written agency agreement, the agent can also help you prepare and submit a written offer to the seller.

A *buyer's agent* can be compensated in different ways. For example, you can pay the agent out of your own pocket. Or the agent may seek compensation from the seller or listing agent first, but require you to pay if the listing agent refuses. Whatever the case, be sure your compensation arrangement with your *buyer's agent* is spelled out in a buyer agency agreement before you make an offer to purchase property and that you carefully read and understand the compensation provision.

### **Dual Agent**

You may permit an agent or firm to represent you and the seller at the same time. This “dual agency relationship” is most likely to happen if you become interested in a property listed with your *buyer's agent* or the agent's firm. If this occurs and you have not already agreed to a dual agency relationship in your (written or oral) buyer agency agreement, your *buyer's agent* will ask you to sign a separate agreement or document permitting him or her to act as agent for both you and the seller. It may be difficult for a *dual agent* to advance the interests of both the buyer and seller. Nevertheless, a *dual agent* must treat buyers and sellers fairly and equally. Although the *dual agent* owes them the same duties, buyers and sellers can prohibit *dual agents* from divulging certain confidential information about them to the other party.

Some firms also offer a form of dual agency called “designated agency” where one agent in the firm represents the seller and another agent represents the buyer. This option (when available) may allow each “designated agent” to more fully represent each party.

If you choose the “dual agency” option, remember that since a *dual agent's* loyalty is divided between parties with competing interests, it is especially important that you have a clear understanding of · what your relationship is with the *dual agent* and · what the agent will be doing for you in the transaction. This can best be accomplished by putting the agreement in writing at the earliest possible time.

### **Seller's Agent Working with a Buyer**

If the real estate agent or firm that you contact does not offer *buyer agency* or you do not want them to act as your *buyer agent*, you can still work with the firm and its agents. However, they will be acting as the *seller's agent* (or “subagent”). The agent can still help you find and purchase property and provide many of the same services as a *buyer's agent*. The agent must be fair with you and provide you with any “material facts” (such as a leaky roof) about properties.

But remember, the agent represents the seller – not you – and therefore must try to obtain for the seller the best possible price and terms for the seller's property. Furthermore, a *seller's agent* is required to give the seller any information about you (even personal, financial or confidential information) that would help the seller in the

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sale of his or her property. Agents must tell you *in writing* if they are *sellers' agents* before you say anything that can help the seller. But until you are sure that an agent is not a *seller's agent*, you should avoid saying anything you do *not* want a seller to know.

*Sellers' agents* are compensated by the sellers. Standard Form No. 520 (2 of 3)  
7/1/2001

**This is not a contract**

By signing, I acknowledge that the agent named below furnished a copy of this brochure and reviewed it with me.

*Buyer or Seller Name (Print or Type)*

*Buyer or Seller Name (Print or*

*Buyer or Seller Signature*

*Buyer or Seller Signature*

**Firm Name: WynnDcorp, Agent Name: David F Wynn, RRS, RECS, Broker, ABR**

***Unless the buyer has a written Buyer Broker Representative agreement with the Broker;***

***Disclosure of Seller Agency***

*G; When Showing you property and assisting you in the purchase of a property, the about agent and firm will represent the SELLER. For more information see "Seller's Agent Working with a Buyer" in the brochure.*

***Buyer's Initial's Acknowledgement Disclosure \_\_\_\_\_.***

***Buyer Initial's if they wish to enter into a Buyer Broker Representative agreement with WynnDcorp \_\_\_\_\_.***

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