

Simply Marinas
A Licensed Florida Broker | Florida License No.: CQ1029915
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phone: 305-439-9581

in Association with

The Virtual Realty Group
A Licensed South Carolina Broker | South Carolina License No.: 46024
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Phone: 704-674-1475

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CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

Confidential South Carolina Marina RV Campground and Development Land - Offering ID: SM777

This will govern the treatment of information to be provided to the undersigned below ("PROSPECTIVE PURCHASER") in connection with an investigation of **Confidential South Carolina Marina RV Campground and Development Land - Offering ID: SM777** (the "Property"), a listing of Simply Marinas Advisors in association with The Virtual Realty Group ("BROKER").

The undersigned below, agree to the following:

All Informational Materials pertaining to the Property, which may be furnished to the undersigned by BROKER, shall continue to be the property of the Seller and BROKER. The Informational Materials will be used solely for the purpose of the "Prospective Purchaser" and may not be copied or duplicated, or shared without BROKER's written consent and must be returned to BROKER immediately upon BROKER's request or when the Prospective Purchaser terminates negotiations with respect to the Property. Neither the enclosed materials nor any information contained herein is to be used for any other purpose or made available to any other person without the express written consent of Seller. If the undersigned Prospective Purchaser does not within 30 days of the signing of this document, proceed with the acquisition of the Property, Prospective Purchaser must destroy and/or return to Broker all notes and all copies of informational material pertaining to the Property.

BROKER and the Seller do not make any representations or warranties as to the accuracy or completeness of the information or materials provided. The information used in the preparation of these materials was furnished to BROKER by others and has not been independently verified by BROKER and is not guaranteed as to completeness or accuracy. Neither BROKER nor Seller shall have any liability whatsoever for the accuracy or completeness of the information contained herein or any other written or oral communication or information transmitted or made available or for any action taken or decision made by the recipient with respect to the Property. Interested parties are to make their own investigations, projections, and conclusions without reliance upon the material contained herein.

The undersigned shall not communicate, directly or indirectly, with the Seller, its management, representatives, staff or employees except through BROKER. All negotiations regarding the Property shall be initiated exclusively through BROKER. All showings shall be by appointment only, and all appointments shall be coordinated by and exclusively through BROKER. All offers are to be made through BROKER. The undersigned further agree not to circumvent or interfere with Listing Broker's contract with Seller / Landlord in any way.

The Property has been offered for sale subject to withdrawal from the market, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any Prospective Purchaser, or for any other reason whatsoever, without notice. Seller or BROKER shall have no commitment or obligation to any interested party to provide confidential information until, if the Seller so chooses, that the PROSPECTIVE PURCHASER has been pre-qualified by BROKER and the PROSPECTIVE PURCHASER has submitted an acceptable offer.

This agreement terminates in two (2) years from the date hereof except as to written claims by Seller and BROKER against the undersigned. The Seller and BROKER shall remain to be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement beyond the two-year termination period.

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By executing this Agreement, PROSPECTIVE PURCHASER represents that no outside broker is representing PROSPECTIVE PURCHASER in this transaction and PROSPECTIVE PURCHASER acknowledges that Broker is representing the Seller only. In states where permitted, Broker may represent both Seller and PROSPECTIVE PURCHASER, but only upon the approval of Seller and request of PROSPECTIVE PURCHASER. PROSPECTIVE PURCHASER agrees to pay all brokerage commissions, finder's fees, and other compensation to which any outside broker, finder, or other person may be entitled in connection with the sale of the Property if such claim or claims for commissions, fees or other compensation are based in whole or in part on dealings with PROSPECTIVE PURCHASER or any of PROSPECTIVE PURCHASER'S representatives (except Broker, whose compensation is paid by Seller); and agree to indemnify and hold harmless Broker and Seller, their respective affiliates, agents, 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 any broker, finder or similar agent for commissions, fees or other compensation from bringing about any sale of the Property to PROSPECTIVE PURCHASER if such claim or claims are based in whole or in part on dealings with PROSPECTIVE PURCHASER or any of PROSPECTIVE PURCHASER'S representatives as purchaser. If either party institutes legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and other costs so incurred.

The undersigned shall indemnify, defend, and hold BROKER and Seller and each of their representatives, principals, employees, agents, successors, assigns, and affiliated entities, harmless from and against any and all losses, damages, liabilities, costs and expenses (including, without limitation, attorney's fees and costs) arising as a result of any breach of any of the terms of this Agreement.

If in agreement with the foregoing, please sign this Agreement and return one signed copy to BROKER: Fax: 888-456-3068 or email to: ash1@simplymarinas.com

ACKNOWLEDGED AND AGREED TO BY:

(All information below must be completed fully and legibly)

Prospective Purchaser's Name (Print Clearly): _____

Prospective Purchaser's Signature: _____

Date: _____

Company: _____

Address: _____

Phone: _____

Email: _____

SOUTH CAROLINA DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS



South Carolina Real Estate Commission
PO BOX 11847, Columbia, S.C. 29211-1847
Telephone: (803) 896-4400 Fax: (803) 896-4427
<http://llr.sc.gov/POL/REC/>

Pursuant to South Carolina Real Estate License Law in S.C. Code of Laws Section 40-57-370, a real estate licensee is required to provide you a meaningful explanation of agency relationships offered by the licensee's brokerage firm. This must be done at the first practical opportunity when you and the licensee have substantive contact.

Before you begin to work with a real estate licensee, it is important for you to know the difference between a broker-in-charge and associated licensees. The broker-in-charge is the person in charge of a real estate brokerage firm. Associated licensees may work only through a broker-in-charge. **In other words, when you choose to work with any real estate licensee, your business relationship is legally with the brokerage firm and not with the associated licensee.**

A real estate brokerage firm and its associated licensees can provide buyers and sellers valuable real estate services, whether in the form of basic **customer** services, or through **client**-level agency representation. The services you can expect will depend upon the legal relationship you establish with the brokerage firm. It is important for you to discuss the following information with the real estate licensee and agree on whether in your business relationship you will be a **customer** or a **client**.

You Are a Customer of the Brokerage Firm

South Carolina license law defines customers as buyers or sellers who choose **NOT** to establish an agency relationship. The law requires real estate licensees to perform the following **basic duties** when dealing with **any** real estate buyer or seller as customers: **present all offers in a timely manner, account for money or other property received on your behalf, provide an explanation of the scope of services to be provided, be fair and honest and provide accurate information, provide limited confidentiality, and disclose "material adverse facts" about the property or the transaction which are within the licensee's knowledge.**

Unless or until you enter into a written agreement with the brokerage firm for agency representation, you are considered a "customer" of the brokerage firm, and the brokerage firm will not act as your agent. As a customer, you should not expect the brokerage firm or its licensees to promote your best interest.

Customer service does not require a written agreement; therefore, you are not committed to the brokerage firm in any way unless a transaction broker agreement or compensation agreement obligates you otherwise.

Transaction Brokerage

A real estate brokerage firm may offer transaction brokerage in accordance with S.C. Code of Laws Section 40-57-350. Transaction broker means a real estate brokerage firm that provides customer service to a buyer, a seller, or both in a real estate transaction. A transaction broker may be a single agent of a party in a transaction giving the other party customer service. A transaction broker also may facilitate a transaction without representing either party. The duties of a brokerage firm offering transaction brokerage relationship to a customer can be found in S.C. Code of Laws Section 40-57-350(L)(2).

You Can Become a Client of the Brokerage Firm

Clients receive more services than customers. If client status is offered by the real estate brokerage firm, you can become a client by entering into a written agency agreement requiring the brokerage firm and its associated licensees to act as an agent on your behalf and promote your best interests. If you choose to become a client, you will be asked to confirm in your written representation agreement that you received this agency relationships disclosure document in a timely manner.

A seller becomes a client of a real estate brokerage firm by signing a formal listing agreement with the brokerage firm. For a seller to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the seller and the brokerage firm which becomes the agent for the seller.

A buyer becomes a client of a real estate brokerage firm by signing a formal buyer agency agreement with the brokerage firm. For a buyer to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the buyer and the brokerage firm which becomes the agent for the buyer.

SOUTH CAROLINA DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS

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If you enter into a written agency agreement, as a client, the real estate brokerage has the following **client-level duties: obedience, loyalty, disclosure, confidentiality, accounting, and reasonable skill and care**. Client-level services also include advice, counsel and assistance in negotiations.

Single Agency

When the brokerage firm represents only one client in the same transaction (the seller or the buyer), it is called single agency.

Dual Agency

Dual agency exists when the real estate brokerage firm has two clients in one transaction – a seller client and a buyer client. At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the brokerage firm to represent both you and the other client in a disclosed dual agency relationship.

Disclosed Dual Agency

In a disclosed dual agency, the brokerage firm's representation duties are limited because the buyer and seller have recognized conflicts of interest. Both clients' interests are represented by the brokerage firm. As a disclosed dual agent, the brokerage firm and its associated licensees cannot advocate on behalf of one client over the other, and cannot disclose confidential client information concerning the price negotiations, terms, or factors motivating the buyer/client to buy or the seller/client to sell. Each Dual Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

Designated Agency

In designated agency, a broker-in-charge may designate individual associated licensees to act solely on behalf of each client. Designated agents are not limited by the brokerage firm's agency relationship with the other client, but instead have a duty to promote the best interest of their clients, including negotiating a price. The broker-in-charge remains a disclosed dual agent for both clients, and ensures the assigned agents fulfill their duties to their respective clients. At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the brokerage firm to designate a representative for you and one for the other client in a designated agency. Each Designated Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

It's Your Choice

As a real estate consumer in South Carolina, it is your choice as to the type and nature of services you receive.

- You can choose to remain a customer and represent yourself, with or without a transaction broker agreement.
- You can choose to hire the brokerage firm for representation through a written agency agreement.
- If represented by the brokerage firm, you can decide whether to go forward under the shared services of dual agency or designated agency or to remain in single agency.

If you plan to become a client of a brokerage firm, the licensee will explain the agreement to you fully and answer questions you may have about the agreement. Remember, however that until you enter into a representation agreement with the brokerage firm, you are considered a customer and the brokerage firm cannot be your advocate, cannot advise you on price or terms, and only provides limited confidentiality unless a transaction broker agreement obligates the brokerage firm otherwise.

The choice of services belongs to you – the South Carolina real estate consumer.

Acknowledgement of Receipt by Consumer:

Signature _____ Date: _____

Signature _____ Date: _____

THIS DOCUMENT IS NOT A CONTRACT.

This brochure has been approved by South Carolina Real Estate Commission for use in explaining representation issues in real estate transactions and consumer rights as a buyer or seller. Reprinting without permission is permitted provided no changes or modifications are made.