



4607 CHARLOTTE HWY, STE 3  
LAKE WYLIE, SC 29710  
(803) 831-2262

Your Full Name \_\_\_\_\_

Mortgagee Clause *(this is to whom the payment will be mailed to)*

\_\_\_\_\_  
Lender/LLC Name \_\_\_\_\_

Lender Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Custodian Account # if applicable \_\_\_\_\_

Your Personal Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Your Cell Phone # \_\_\_\_\_ Work# \_\_\_\_\_ Home# \_\_\_\_\_

Your Email Address \_\_\_\_\_

Total Current Available Funds to  
Loan \_\_\_\_\_

Preferred type of communication:

Cell Phone

Work Phone

Home Phone

Email

# Non-Circumvention, Non-Disclosure And Confidentiality Agreement

THIS AGREEMENT entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is for the Professional Association and arrangement of Non-Circumvention, Non-Disclosure and Confidentiality between Carolina Hard Money, LLC., whose office is located at 4607 Charlotte Hwy Suite 3 Lake Wylie, SC 29710 and \_\_\_\_\_ DBA/AKA: \_\_\_\_\_ whose principal place of business is at \_\_\_\_\_ hereinafter, called the "The Parties."

The Parties with this agree to respect the integrity and tangible value of this agreement between them.

THIS AGREEMENT is a perpetuating guarantee for five (5) years from the date of execution and is to be applied to any and all transactions present and future, of the introducing party, including subsequent follow-up, repeat, extended, renegotiated, and new transactions regardless of the success of the project.

Because of THIS AGREEMENT, the Parties involved in this transaction may learn from one another, or from principals, the names and telephone numbers of investors, borrowers, lenders, agents, brokers, banks, lenders, individuals and/or trusts, or buyers and sellers hereinafter called contacts. The Parties with this acknowledge, accept and agree that the identities of the contacts will be recognized by the other Party as exclusive and valuable contacts of the introducing Party and will remain so for the duration of this agreement.

The Parties agree to keep confidential the names of any contacts introduced or revealed to the other party, and that they and/or their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees, or consultants will not contact, deal with, negotiate or participate in any transactions with any of the contacts without first entering a written agreement with the Party who provided such contact unless that Party gives prior written permission.

Such confidentiality will include any names, addresses, telephone, email, facsimile numbers, and/or other pertinent information disclosed or revealed to either Party.

The Parties agree not to disclose, reveal or make use of any information during discussion or observation regarding methods, concepts, ideas, marketing, product/services, proposed new products or services, processes, procedures, documentation used, nor to do business with any of the revealed contacts without the written consent of the introducing party or parties.

In case of circumvention, the Parties agree and guarantee that they will pay a legal monetary penalty that is equal to the commission or fee the circumvented Party should have realized in such transactions, by the person(s) engaged on the circumvention for each occurrence. If either party commences legal proceedings to interpret or enforce the terms of THIS AGREEMENT, the prevailing Party will be entitled to recover court costs and reasonable attorney fees.

The parties will construe THIS AGREEMENT in accordance with the laws of the State of South Carolina, County of York. If any provision of this agreement is found to be void by any court of competent jurisdiction, the remaining provisions will remain in force and effect.

Each Party agrees not to disclose the existence or terms of this agreement except to the extent as may be required by law and then only after first notifying the other party in writing so that such requirement may be contested.

THIS AGREEMENT contains the entire understanding between the Parties and any waiver, amendment or modification to THIS AGREEMENT will be subject to the above conditions and must be attached hereto.

Upon execution of THIS AGREEMENT by signature below, the Parties agree that any individual, firm company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees or consultants of which the signee is an agent, officer, heir, successor, assign or designee is bound by the terms of THIS AGREEMENT.

A facsimile copy of this Non-Circumvention, Non-Disclosure and Confidentiality Agreement shall constitute a legal and binding instrument. By setting forth my hand below I warrant that I have complete authority to enter into THIS AGREEMENT.

Neither party shall have any obligation by virtue of THIS AGREEMENT to procure any goods or services from the other party, nor to enter into any further agreements or transact any future business with the other party

Carolina Hard Money, LLC \_\_\_\_\_  
By: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_

**Carolina Hard Money, LLC  
4607 Charlotte Hwy Suite 3  
Lake Wylie, SC 29710**

**Rehab loan makers hold harmless and controlled business disclosure**

The undersigned assignee acting personally and for their representatives, affiliates and or organization if any each hereby agrees to defend, indemnify, and hold harmless Carolina Hard Money, LLC, Wendy F. Sweet and William J. Fairman Jr. and any parent or affiliate and all shareholders, employees, officers and directors from and against any and all claims, demands, suits, actions, damages, judgments, cost, charges and expenses including, without limitation, court cost and attorneys fees, of any nature whatsoever that any such assignee and or their affiliate, representative or organization may suffer, sustain or incur resulting from, arising out of or in any way connected with any action taken by, or inaction on the part of, any assignee or their affiliate, representative or organization in connection with this transaction.

\_\_\_\_\_  
Investor/Purchaser (Print)

\_\_\_\_\_  
Investor/Purchaser Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Investor/Purchaser (Print)

\_\_\_\_\_  
Investor/Purchaser Signature

Date \_\_\_\_\_



## **Servicing Authorization**

I/We authorize **Carolina Hard Money, LLC/Carolina Capital Management, LLC** to act on our behalf in loan closing and servicing duties to include but not limited to preparing and authorizing closing documents, payment letters, authorizing and preparing payoff statements, collection and final resolution matters.

Company\_\_\_\_\_

By\_\_\_\_\_ Date\_\_\_\_\_

Name\_\_\_\_\_