

# OFFER INSTRUCTIONS



**This is a LIMITED SERVICE LISTING and all questions, offers, and negotiations, should be directed to the SELLERS. You may present offers to the SELLERS without our involvement. Buyers Agents are required to immediately provide the LISTING BROKER, copies of all ratified contracts and addendums, prior to any update of the MLS listing to "Pending" or "Under Contract".**

PROPERTY ADDRESS: 829 WANDERING WAY DRIVE, WAXHAW, NC 28173

SELLERS NAMES ON OFFER: KATHLEEN HORWITT, BRIAN HORWITT

SELLER CONTACT: KATHLEEN HORWITT PHONE: 704-562-3551

EMAIL: KHORWITT@GMAIL.COM

FIXTURE EXCLUSIONS: WASHER, DRYER, GARAGE REFRIGERATOR

INCLUDED PERSONAL PROPERTY: KITCHEN REFRIGERATOR, WINE COOLER, OUTDOOR RUG ON COVERED DECK, FOYER RUG, CUSTOM SHUTTERS AND BLINDS

NEGOTIABLE PERSONAL PROPERTY: NONE

ADDITIONAL OFFER INFO: NONE

## COOPERATING COMPENSATION STATEMENT:

Realty Dynamics Incorporated has an Exclusive Right To Sell listing agreement with the Sellers. Sellers have acknowledged the nature and scope of the Limited Service listing and understand their specific responsibilities. Sellers understand that they do not have to offer any cooperating compensation to the Buyers Agent Firm to be listed in the Canopy Multiple Listing Service. If any Cooperating Compensation is offered by the Sellers, it will be in a separate form, **COOPERATING COMPENSATION AGREEMENT**. Any negotiated changes in Buyer Agency Compensation offered by the Sellers, must be negotiated between the Sellers and Buyers Agent Firm, must be in writing, and ratified by all parties. All Offers of Compensation: [SEEMYCOOP.COM](http://SEEMYCOOP.COM)

## LISTING INFORMATION AND ACCURACY:

The Listing Firm has taken reasonable steps to ensure that the data in the MLS is accurate. Both Seller statements and public records are used to provide the data. Should you find anything incorrect, please contact the Listing Broker. We strongly suggest, if important to the buyer, to confirm all relevant MLS information.

## LISTING BROKER INFORMATION:

Realty Dynamics, Inc.

NC Firm License#: **C21529**

SC Office Code: **REO.22795 OFC**

Stephen Scott

NC License#: **260817**

SC License#: **#72907**

NCRealtyDynamics@gmail.com

Mobile: **704-779-6194**

P.O. Box 481530, Charlotte, NC 28269

# COOPERATING COMPENSATION AGREEMENT

“SELLER”: KATHLEEN HORWITT, BRIAN HORWITT

“BUYER”: \_\_\_\_\_

“PROPERTY”: 829 WANDERING WAY DRIVE, WAXHAW, NC 28173

1. **FEE:** (Check Only One)  Seller or  Listing Firm agrees to pay Selling Firm cooperating compensation as follows (the “FEE”), subject to the terms of this agreement:

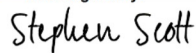

- 2.5 \_\_\_\_\_ % of the gross sales price;
- \_\_\_\_\_ % of the net sales price (closing price less any seller paid closing costs);
- A flat fee of \$ \_\_\_\_\_ ; or;
- Variable rate compensation. Based on the closing sales price of the property:
  - \_\_\_\_\_ % if the closed sales price is equal to or greater than \$ \_\_\_\_\_
  - \_\_\_\_\_ % if the closed sales price is between \$ \_\_\_\_\_ & \$ \_\_\_\_\_
  - \_\_\_\_\_ % if the closed sales price is between \$ \_\_\_\_\_ & \$ \_\_\_\_\_
  - \_\_\_\_\_ % if the closed sales price is between \$ \_\_\_\_\_ & \$ \_\_\_\_\_

**2. PAYMENT OF THE FEE:**

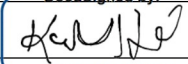
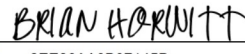
- A. The Fee will be earned by Selling Firm upon both the Buyer and Seller signing a written contract for the sale of the Property (the “Contract”) during the term of this agreement. The Fee will be due and payable to Selling Firm when Buyer, any authorized assignee of Buyer, or any party authorized by Buyer and Seller under the Contract or any amendment thereto, closes on the purchase of the Property.
- B. The Fee will be paid at closing, as defined in the Contract, unless otherwise agreed.

3. **TERM, EFFECTIVENESS, AND EXPIRATION:** This agreement shall be effective when signed by Seller or Listing Firm, as applicable, and Selling Firm. This agreement will terminate upon the earlier of closing, as defined in the Contract, or \_\_\_\_\_, 20\_\_\_\_\_, unless the Fee has been earned prior to such date. If the Fee has been earned prior to the expiration date in this paragraph, then this agreement shall not terminate and it will continue to be in full force and effect until closing, as defined in the Contract, or until the Contract is terminated, so long as such termination is not a result of Seller’s breach.

4. **MERGER, MODIFICATION, ASSIGNMENT, ENFORCEMENT, AND GOVERNING LAW:** This Agreement represents the entire agreement of the parties hereto. All prior understandings and agreements are merged into this document. This agreement may only be modified by a written document signed by all parties, and it may not be assigned except by written consent of all parties. If legal proceedings are instituted to enforce any provision of this agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney’s fees and court costs incurred in connection with the proceeding. This agreement is governed by North Carolina law.

Date: 1/10/2025  
Listing Firm: REALTY DYNAMICS INC.  
Agent Name: STEPHEN P. SCOTT  
By:    
0E0B1160574C44B...  
(Agent Signature)

Date: \_\_\_\_\_  
Selling Firm: \_\_\_\_\_  
Agent Name: \_\_\_\_\_  
By: \_\_\_\_\_  
(Agent Signature)

Date: 1/11/2025  
Seller:   
2D224498F878462...  
(Signature)  
Date: 1/11/2025  
Seller:   
2EE26AA0B07145D...  
(Signature)  
Entity Seller: \_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/Etc.)  
By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Date: \_\_\_\_\_  
Buyer: \_\_\_\_\_  
(Signature)  
Date: \_\_\_\_\_  
Buyer: \_\_\_\_\_  
(Signature)  
Entity Buyer: \_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/Etc.)  
By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Buyer signs to acknowledge receipt of this form and consent to the fee arrangement herein only.