



Real Estate Consultants

Contract Data Sheet

Property

Address: _____

MLS #: _____

Buyer's Name: _____

Buyer's Address: _____

Home Telephone: _____ Cell:(1) _____ (2) _____

Work Telephone: _____ Email: _____

Buyers Checklist:

Fully executed contract ()

Buyer agency ()

Property Disclosure ()

Lead Paint / Tax Record ()

Earnest money or copy of check ()

Buyer Inspection Disclaimer ()

Commission Disbursement ()



CONTRACT OF SALE RESIDENTIAL



THE BUYER SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

BUYER (Initials _____ | _____) Date _____ acknowledges receipt of the South Carolina Disclosure of Real Estate Brokerage Relationships form, and Client Customer service in this transaction.

SELLER (Initials _____ | _____) Date _____ acknowledges receipt of the South Carolina Disclosure of Real Estate Brokerage Relationships form, and Client Customer service in this transaction.

I. TERMS OF THE OFFER

1. PARTIES: This Contract of Sale is entered into on _____ between Buyer(s) _____ (hereinafter called "Buyer"), and Seller(s) _____ (hereinafter called "Seller").

2. DEFINITIONS:

A. BUSINESS DAY: A single Business Day is defined as a twenty-four (24) hour period beginning at 8AM of any weekday (Monday through Friday). A Business Day may not begin or end on a Saturday, Sunday or Federal legal holiday. For the purposes of this Contract, the first Business Day and all deadlines/timelines set forth in the Contract will begin at 8AM of the Business Day following final Contract Acceptance as defined in 2(B) below, unless otherwise agreed to in writing by Buyer and Seller.

B. CONTRACT ACCEPTANCE: Successful negotiation of this offer will have been completed when one of the Parties to the negotiation places the final, required signatures and/or initials on this offer. Contract Acceptance will occur at the date and time when this Party subsequently delivers a copy of this executed document to the other Party. The Party receiving the executed document will be responsible for filling in the final Contract Acceptance date and time on the last page of this Contract. If a Party is unrepresented, they will assume responsibility for filling in the required information.

C. CLOSING: In this Contract, closing is defined as the date and time that the Closing Attorney disburses funds.

D. BROKER: The term Broker is deemed to also include affiliated Agent(s) of the Buyer's and Seller's Brokers.

E. NOTICE AND DELIVERY: Notice means a unilateral communication, including offers, counteroffers and associated Addenda from one Party to this Contract to the other. Notice to a Broker or affiliated Agent representing a Party to this Contract will be deemed to be Notice to that Party. All Notices required under this Contract will be in writing and will be effective as of Delivery. Delivery methods may include hand-carried, sent by professional courier service, by United States mail, or by facsimile (fax) or e-mail transmission. A faxed, e-mailed, or electronic signature of a Party to this Contract will constitute an original signature binding upon that Party. The Parties agree that Delivery will be deemed to have occurred either on the day and at the time Notice is delivered by hand, by a professional courier service, or by United States mail (return receipt requested) or on the day and at the time Notice is sent by facsimile or e-mail transmission provided written confirmation of receipt is received by deliverer. No Party to this Contract will refuse Delivery in order to delay or extend any deadline established in the Contract.

3. PROPERTY: Seller agrees to sell and Buyer agrees to buy the following real property with improvements and fixtures thereon:

Lot _____ Block _____ Phase _____ Subdivision _____

Address _____ Unit # _____ City _____ Zip _____

TMS# _____ County of _____, State of South Carolina.

4. PRICE: The purchase price is \$ _____.

5. **EXPIRATION OF OFFER:** This offer from Buyer will be withdrawn at _____ o'clock _____ M. (Eastern Time) on _____ unless accepted or countered by Seller in written form prior to such time.

6. **EARNEST MONEY:**

A. Earnest money to be held in trust by _____ (Escrow Agent) which is a Brokerage Attorney Other _____.

B. \$ _____ Earnest money is paid by: Check Cash Wire Other _____ and has been delivered to Escrow Agent or will be delivered to Escrow Agent by _____. Should earnest money not be delivered by deadline, Contract may be voided at Seller's option.

C. \$ _____ Additional earnest money (hereinafter referred to as earnest money) to be delivered to Escrow Agent on or before _____.

D. Escrow Agent does not guarantee payment of funds accepted as earnest money. If earnest money is determined to be fraudulent or non-sufficient funds, the Escrow Agent holding earnest money will immediately notify all parties and Contract may be voided at the Seller's option. **Buyer agrees to and understands that earnest money may be deposited in an interest-bearing escrow account and that Buyer has the right to ownership of any interest accrued. Buyer, through this written agreement, relinquishes ownership of the accrued interest to Escrow Agent as consideration for the expenses incurred in maintaining the account. If a dispute arises between Buyer and Seller concerning entitlement to and disposition of an earnest money deposit, the deposit will be retained in Escrow Agent's escrow account until Escrow Agent has obtained a written release signed by Buyer and Seller consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. If a court action is brought by Escrow Agent or Party to the Contract seeking the release of earnest money, the non-prevailing Party in the action will be responsible for the prevailing Party's and Escrow Agent's attorney's fees and court costs. The court may also award the prevailing Party treble damages (defined as three times the amount of Earnest Money).**

E. If Escrow Agent in 6(A) is "attorney", all earnest money received will be deposited and released as required by South Carolina law. Buyer and Seller expressly waive any confidentiality rules that would prohibit Escrow Agent from disclosing failure to deposit funds in a timely manner or if funds were non-sufficient.

F. If Escrow Agent in 6(A) is "brokerage", all earnest money received will be deposited and released as required by the South Carolina Real Estate Commission's rules and regulations. See S.C. Code, Section 40-57-136 (E). The earnest money deposited in an escrow account will not be released to either Party until confirmation is received that funds have cleared the bank.

7. **CONVEYANCE DATE OF CLOSING/POSSESSION:** Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and to have prepared a general warranty deed, if applicable, free of encumbrances, except as herein stated. The deed will be prepared in the name(s) of _____, or as otherwise stipulated by Buyer, and delivered to stipulated place of closing. The deed will be held in trust by the Closing Attorney until sales proceeds have been disbursed to Seller, at which time the Closing Attorney shall be authorized to record the deed. This transaction will be closed on or before _____, unless extended pursuant to Paragraph 7(B) or by mutual agreement.

A. **BUYER** (Initials _____ | _____) Date _____ **SELLER** (Initials _____ | _____) Date _____ Seller will be obligated to vacate and give possession of the Property (free of debris and in a clean condition) to Buyer: at closing as defined in Paragraph 2(C), 24 hours after closing, 48 hours after closing, or in accordance with attached agreement.

B. If Buyer has provided written loan commitment without additional conditions, or in a cash transaction Buyer has met the terms and conditions of Paragraph 12(D) but has not closed within the stipulated time limit of this Contract, both Parties agree to extend this Contract for a period not to exceed five (5) Business Days from the Contract closing date.

8. **FIXTURES AND PERSONAL PROPERTY:** This sale includes all fixtures, equipment and improvements of any kind which now exist and are attached to or planted on the premises such as, but not limited to: shrubbery, trees, fences, shutters, lamp posts, mail boxes, storage sheds, playsets, landscape lighting, lawn irrigation system and all related equipment, pool and spa equipment, window and door screens, storm windows and doors, garage door openers and remotes, satellite dishes, exterior video cameras, video doorbells, Seller-owned security systems, thermostats, smoke detectors, gas logs, central vacuum system and equipment, TV wall mounts and brackets, blinds, curtain/drapery rods, ceiling fans and remotes, attached or hanging bathroom vanity mirrors, light bulbs, switch plates, heating and air system registers, and built-ins such as equipment, cabinets, furniture and shelves, and appliances including stoves, ovens, dishwashers and any built-in appliances, unless otherwise agreed here-in. Items of personal property other than those above may be sold separately by Bill of Sale.

9. **HOME WARRANTY COVERAGE:** Buyer and Seller agree that a home warranty providing at least twelve (12) months of coverage for the Buyer will will not be provided at closing. If applicable, the warranty premium will be paid by Buyer Seller in the amount of \$_____, provided by _____ (home warranty company) and written by the Buyer's Agent Seller's Agent. If the price of the warranty exceeds the dollar amount entered in this paragraph, Buyer shall be responsible for the difference at closing.

II. TRANSACTION COSTS AND FINANCING

10. **TRANSACTION COSTS:** **Buyer's Transaction Costs** include but are not limited to all closing costs, pre-paid items, insurance (mortgage, lender/owner title, flood, hazard), discount points, all costs to obtain information from or pertaining to any owners association, interest, title fees, fees and expenses of Buyer's attorney, deed recording costs, previously agreed upon real estate brokerage fees, and the cost of any inspector, appraiser, or surveyor. **Seller's Transaction Costs** include but are not limited to deed preparation, deed stamps/tax, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens, property taxes pro-rated to the day of closing, previously agreed upon real estate brokerage fees, and expenses of Seller's attorney.

Buyer's and Seller's Transaction Costs will be paid at closing as follows: **(Select, initial and date only one of the options below)**

A. **BUYER** (Initials _____ | _____) Date _____ **SELLER** (Initials _____ | _____) Date _____ Buyer will provide or pay for all Buyer's Transaction Costs and Seller will provide or pay for all Seller's Transaction Costs.

OR

B. **BUYER** (Initials _____ | _____) Date _____ **SELLER** (Initials _____ | _____) Date _____ Seller will pay Buyer's Transaction Costs not to exceed \$_____. Buyer is responsible for any Buyer's Transaction Costs exceeding this amount. If the amount Seller has agreed to pay toward Buyer's Transaction Costs exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all Seller's Transaction Costs.

11. **ADJUSTMENTS:** Real estate taxes, homeowner association/regime fees, and rents when applicable, will be adjusted as of the date of closing. Unless otherwise agreed to in writing by the Parties in this Contract, tax prorations pursuant to this Contract are to be based on the most current tax bill and prorated on that basis. Buyer will be responsible for applying for any applicable tax exemptions. Buyer is also responsible for any tax increases due to change in ownership. Unless otherwise agreed, Seller will pay all regular and special homeowner's association assessments and all governmental assessments levied prior to closing and Buyer will pay for those assessments levied after closing. All prorations are final, including any tax refund due to the change in occupancy status unless otherwise agreed to in writing.

12. **FINANCING:** Buyer's obligation under this Contract is is not contingent on Buyer obtaining financing. Buyer and Seller acknowledge that all financing contingencies, excluding appraisal value contingency, here-in automatically expire five (5) Business Days prior to and not including the closing date set forth in Paragraph 7, and this Contract will become non-contingent on financing unless otherwise agreed to in writing. If Buyer subsequently fails to close due to inability to obtain financing, Buyer will be in default of this Contract and earnest money will be released to Seller. See Paragraph 6(D).

BUYER (Initials _____ | _____) Date _____ **SELLER** (Initials _____ | _____) Date _____

A. **FINANCING TYPE:** Financing type will be: Conventional FHA VA USDA SC Housing FHA

SC Housing Conventional Seller Cash (no financing required) Other _____

Buyer or Buyer's Agent will immediately notify Seller or Seller's Agent if financing type changes. If the change in financing type modifies the terms of this Contract, then Seller will have the option of agreeing with the change or voiding this Contract. If Seller elects to void the Contract, earnest money will be released to the Buyer. See Paragraph 6(D).

If financing type is either VA or FHA, a lender required FHA/VA Addendum will be signed by Buyer and Seller. All parties agree to execute this document as required.

B. **APPLICATION FOR FINANCING:** If Lender financing is being used, Buyer will have five (5) Business Days from the date of Contract Acceptance to apply for financing from Lender of their choice. Application will include advancement of any funds required by Lender and providing Lender's identity to Seller or Seller's Brokers. Buyer will also furnish Lender all documentation required for the processing of this loan in a diligent and timely manner.

1. Should Buyer fail to apply for the loan within five (5) Business Days, Buyer will be in default of this Contract and Seller will have the option of voiding this Contract with earnest money being released to Seller. Should the loan be denied while subject to a financing contingency, Contract will be voided, and earnest money will be released to Buyer. See Paragraph 6(D).
2. If the loan is rejected by initial lender or subsequent lenders, Buyer or Buyer's Agent must give written notice of each occurrence to the Seller or Seller's Agent immediately, and Seller will then have the option of continuing with or voiding the Contract. If Seller elects to void the Contract, the earnest money will be released to Buyer, provided it is not within (5) Business Days prior to closing. See Paragraph 6(D).
3. If Buyer elects to make any material change to their financial condition after Contract acceptance that negatively affects their ability to close the transaction, Buyer will be in default and earnest money will be released to Seller. See Paragraph 6(D).
4. Buyer gives permission to Lender to disclose any allowable pertinent information concerning Buyer's loan to any attorney representing Buyer or Seller and to the Buyer's and Seller's Brokers.

C. SELLER FINANCING: If Seller financing is included in the financing of this Property, Buyer's and Seller's Brokers make no representations as to the creditworthiness of Buyer and suggest that Seller determine whether Buyer's credit is satisfactory. The terms of Seller financing should be noted in Paragraph 22 of this Contract or in a separate Addendum to this Contract.

D. CASH TRANSACTION: In a cash transaction Buyer agrees to provide Seller or Seller's Broker, within five (5) Business Days of acceptance of this Contract, written verification of availability of funds from the source(s) of those funds, or the partial availability of funds if remaining funds are being sourced from the sale of another property. If any portion of the funds are being sourced from the sale of another property, Buyer to also complete Paragraph 20 of this Contract and the applicable contingency addendum. If Buyer fails to comply with the above requirement, then Seller will have the option of voiding this Contract and earnest money will be released to Seller. See Paragraph 6(D).

E. APPRAISAL VALUE CONTINGENCY:

BUYER (Initials _____ | _____) Date _____ **SELLER** (Initials _____ | _____) Date _____

This Contract is is not contingent on lot or parcel with building and improvements thereon, if any, appraising according to Lender's appraisal for financed transactions, or according to Buyer's appraisal for non-Lender financed transactions, for the purchase price or more. If contingent, and lot or parcel with building and improvements thereon appraises for less than the purchase price, the Buyer will have three (3) business days after notification of the results of the appraisal to proceed with the consummation of this sale without regard to the appraised value or attempt to renegotiate this Contract. If after the three business day period, the Parties are unable to reach agreement on a renegotiated Contract then either party can terminate this Contract by providing written notification to the other. Upon termination, earnest money will be released to Buyer. See Paragraph 6(D).

F. SELLER'S MORTGAGE PAYOFF: Seller gives permission to Closing Attorney to obtain Seller's mortgage payoff information.

III. DUE DILIGENCE, INSPECTIONS, AND REPAIRS

13. BUYER'S RIGHT TO INSPECT: Buyer, or Inspectors selected by Buyer at Buyer's expense, will have the right to enter Property to inspect, examine and test the Property. For the purposes of this Contract, the term "Inspector" is defined as a person or company, licensed or certified where required by law, with specific, professional expertise or knowledge in property inspections, or in an item, building product or condition contained therein for which the Inspector is inspecting, examining, or testing. Seller will make the Property available for all inspections and will have all utilities operational for the inspections, any re-inspections, appraisals, and final walk-through. Seller agrees to allow Buyer, or Inspectors selected by Buyer, the right to re-inspect the Property at Buyer's expense to determine if agreed upon repairs and/or replacements have been made. Buyer will also be allowed to perform a walk-through prior to closing to confirm that the Property has been maintained in compliance with Paragraph 14, if applicable, and that any personal Property to be transferred or conveyed is on the premises. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages arising out of, or related to, the exercise of these rights and will repair any damages resulting from same.

SELECT ONLY ONE OF THE FOLLOWING OPTIONS. IF NO OPTION IS SELECTED, THIS CONTRACT WILL DEFAULT TO OPTION C. IF MORE THAN ONE OPTION IS SELECTED AND COMPLETED THEN THE FIRST OF THESE WILL DETERMINE SELECTION.

A. PROPERTY SOLD SUBJECT TO DUE DILIGENCE PERIOD

BUYER (Initials _____ | _____) **Date** _____ **SELLER** (Initials _____ | _____) **Date** _____

TIME FRAME AND TYPES OF INSPECTIONS: Buyer will have a ten (10) Business Day Due Diligence Period beginning at time of final Contract acceptance, as defined in Paragraph 2(B), to conduct, at Buyer's sole expense, whatever non-destructive inspections, examinations and testing of the Property that Buyer deems appropriate and necessary. This will include, but is not limited to, conducting a risk assessment/test for lead-based paint and lead-based paint hazards, testing for environmental hazards, inspecting the heating and air (HVAC) system, and inspecting for active infestations of and/or damage from termites, other wood destroying organisms, fungi and for any drainage problems (CL-100 inspection). Any re-inspections that may be required will also be at Buyer's expense.

EXTENSIONS: Notwithstanding other provisions to the contrary, in the event an inspector, in a written report provided to Seller or Seller's Broker prior to the expiration of the Due Diligence Period, recommends any additional study, inspection or evaluation of any product, item or condition in the Property, or the results of any tests conducted cannot be completed or produced prior to the expiration of the Due Diligence Period, then the Due Diligence Period may be extended by mutual agreement of Buyer and Seller through a written Addendum to this Contract. If Buyer and Seller cannot agree on an extension to the Due Diligence Period, then Buyer may proceed with the terms of 13(A) based on available inspection reports.

DUE DILIGENCE PROCEDURE: Buyer will have the following three options to be completed during the Due Diligence Period and any agreed extension.

1. **ACCEPT:** Buyer can accept the Property as inspected and proceed with the transaction in accordance with the terms of this Contract.

2. **TERMINATE:** If Buyer, in their sole discretion or as a result of any inspection, examination or test conducted, determines property to be unsatisfactory, Buyer may terminate this Contract. In order to terminate, if any inspections have been performed, Buyer must provide entire copies of all inspection reports, and written notice of termination to Sellers or Seller's Broker prior to the expiration of the Due Diligence Period or any mutually agreed upon extension to this period, and the earnest money will be released to Buyer. See Paragraph 6(D). If Buyer fails to give such notice prior to the expiration of the Due Diligence Period and any extension, Buyer will be deemed to have accepted the Property "As-Is" with Seller having no obligations to make any repairs or replacements to the Property and Buyer being obligated to proceed with the transaction in accordance with the terms of this Contract.

3. **REQUEST REMEDY:** Buyer may request that Seller make repairs and/or replacements to the Property, and/or provide concessions. Buyer must submit complete copies of any inspection reports and an Addendum signed by Buyer identifying specific defects Buyer wants corrected or conceded to Seller or Seller's Broker prior to the expiration of the Due Diligence Period or any mutually agreed extension to this period. If Buyer fails to submit complete copies of these reports and the Addendum to Seller or Seller's Broker prior to the expiration of the Due Diligence Period and any extension, Buyer will be deemed to have accepted the Property "As-Is" with Seller having no obligation to make any repairs or replacements to the Property, and Buyer will be obligated to proceed with the transaction in accordance with the terms of this Contract.

SELLER RESPONSE AND NEGOTIATION TIMEFRAME: If reports and Addendum are submitted within the Due Diligence Period and any extension, Buyer and Seller will then have five (5) Business Days from expiration of Due Diligence Period to negotiate the defects to be corrected by Seller, at Seller's expense, and sign the Addendum with final agreed terms. Seller's failure to respond to or negotiate the Addendum within the five (5) Business Day period will be deemed to be a refusal to do repairs/replacements.

COMPLETION OF NEGOTIATION TIMEFRAME: If Buyer and Seller have not reached agreement on the Addendum by the end of the 5 Business Day negotiation period, Buyer and Seller may mutually agree to extend the negotiating period through written Addendum to this Contract. Upon the expiration of the negotiation period and any mutually agreed extension:

- a. Buyer will have two (2) Business Days after the end of the negotiation period, or any extension to the period, to accept Property "As-Is" in current state with no repairs or replacements made by Seller by providing written notice to Seller or Seller's Broker, or;
- b. If the negotiating period is not extended and Buyer does not provide written notice to accept Property "As-Is" within the time frame prescribed in the above Paragraph, then either Party can terminate this Contract by providing written notice of termination to the other, and earnest money will be released to Buyer. See Paragraph 6(D).

FHA/VA APPRAISAL INSPECTIONS: If Buyer uses FHA or VA financing, the Property may be inspected by an Appraiser appointed by Lender. This inspection is not subject to time limitations or other requirements of the Due Diligence Period outlined above. If Appraiser identifies repairs to be made as a condition of loan approval and Seller elects not to make them, Buyer will have the option of paying for and completing the repairs prior to closing or voiding this Contract, with earnest money being released to Buyer. See Paragraph 6(D).

B. PROPERTY SOLD "AS-IS" WITH RIGHT TO TERMINATE:

BUYER (Initials _____) Date _____ SELLER (Initials _____) Date _____

All Parties agree that Property is being sold "As-Is" with all defects including, but not limited to, lead-based paint, lead-based paint hazards, environmental hazards, active infestations of and/or damage from termites, other wood destroying organisms or fungi and for any drainage problems (CL-100). Buyer will have a ten (10) Business Day Due Diligence Period, or any mutually agreed extension, to conduct at Buyer's sole expense, whatever non-destructive inspections, examinations and testing of the Property that Buyer deems appropriate and necessary. Seller will have no obligation to make repairs or replacements to the Property or provide concessions as a result of inspections. Buyer may proceed under the terms of this Contract or void this Contract by providing written notice to Seller or Seller's Broker, prior to the expiration of the Due Diligence Period, with the earnest money released to Buyer. See Paragraph 6(D). Failure to provide notice of voiding this Contract prior to the expiration of the Due Diligence Period will be deemed Buyer's acceptance of the Property in "As-Is" condition with no Seller repairs or replacements.

C. PROPERTY SOLD "AS-IS" WITHOUT RIGHT TO TERMINATE:

BUYER (Initials _____) Date _____ SELLER (Initials _____) Date _____

All Parties agree that Property is being sold "As-Is", Seller will make no repairs or replacements, and Buyer elects not to have a Due Diligence Period. Buyer retains the right to inspect, examine and test the Property but waives both the right to request repairs or replacements and the right to void this Contract based on inspection results.

14. CONDITION OF PROPERTY: Unless otherwise agreed to in writing by both Parties, after any inspections by Buyer and after any repairs or replacements made as a result of any such inspections, Seller agrees to maintain the Property (including but not limited to, lawn, shrubbery, grounds and fixtures, equipment and systems that convey with the Property) and all improvements thereon in similar condition until the day of closing or the day possession is given, whichever occurs first. Seller warrants that to the best of his knowledge, information, and belief there are no conditions in the Property which would adversely affect the value when conditions are hidden by furniture, fixtures or window treatments currently in place in the Property. Seller agrees that upon providing possession of property to Buyer, property will be free of debris and in clean condition.

IV. DISCLOSURES

15. PROPERTY CONDITION DISCLOSURE STATEMENT: (Select, initial and date only one of the options below)

A. BUYER (Initials _____) Date _____ SELLER (Initials _____) Date _____ Buyer and Seller agree that a Residential Property Condition Disclosure Statement, as required by S.C. Code, as amended, Section 27-50-10, et. seq., has been provided to Buyer by Seller prior to the final acceptance of this Contract. If Seller discovers, after his delivery of the Disclosure Statement to Buyer, any material inaccuracy in the Disclosure Statement or the Disclosure Statement is rendered inaccurate, misleading, incomplete or false in a material way by the occurrence of some event or circumstance, Seller will promptly make reasonable repairs needed to eliminate the deficiency and repair the damage caused by the occurrence or correct the inaccuracy by delivering a corrected disclosure statement to Buyer before closing. Buyer understands and agrees that Seller's Property Condition Disclosure Statement is not intended to replace inspections of the Property.

OR

B. BUYER (Initials _____) Date _____ SELLER (Initials _____) Date _____ Buyer and Seller agree that Seller will not complete nor provide a Residential Property Condition Disclosure Statement in accordance with S.C. Code, as amended, Section 27-50-30, Paragraphs (1-13).

16. LEAD-BASED PAINT: Buyer is advised that if this Property was built prior to 1978, it may contain lead-based paint and that a "Disclosure of Information and Acknowledgement Lead-Based and/or Lead-Based Paint Hazards" form is hereby made an Addendum to this Contract and will be signed by both Buyer and Seller and their Agents.

17. PROPERTY DOCUMENTATION: (Buyer to complete information in Paragraphs 17,18 & 19, and Seller to confirm)

Buyer's and Seller's Brokers strongly recommend Buyer review existing Property documentation to include the most current plat, Covenants and Restrictions, and Seller's Property Condition Disclosure Statement before entering into this Contract. The Buyer's and Seller's Brokers also recommend that prior to closing on this Contract, Buyer have a survey of the subject Property made to verify land size/boundary dimensions, measure existing structures to verify square footage, have an examination as to the title to the Property, obtain owner's title insurance and the Buyer obtain appropriate hazard, flood, earthquake and wind/hail damage insurance coverage effective at the time of closing.

BUYER (Initials _____ | _____) Date _____ **SELLER** (Initials _____ | _____) Date _____ Buyer acknowledges and Seller represents the following:

- A. This sale is is not subject to approval by a Third Party (i.e. bank in the case of a short sale, corporation, or relocation company.)
- B. The Property is: Connected to: public/community sewer system septic tank Lett system Other _____
Connected to: public/community water system well system Other _____

18. FLOOD ZONE: To the best of Seller's knowledge, the Property is is not partly or entirely located within a designated Special Flood Hazard Area (flood zone). If Seller's response indicates that it is in a flood zone, Buyer understands that it may be necessary to purchase flood insurance in order to obtain a loan. If Seller's response indicates that the Property is not in a flood zone and, subsequent to Contract acceptance, it is determined that permanent improvements to the Property are within a flood zone causing Lender to require Buyer to purchase flood insurance as a condition of loan approval, then Buyer can terminate this Contract. Buyer will have three (3) Business Days after receipt of Notice from Lender to provide written Notice to Seller of the decision to terminate. Upon termination, earnest money will be released to Buyer. See Paragraph 6(D). Buyer's failure to provide written Notice to Seller within the three (3) Business Day period will be deemed Buyer's agreement to purchase flood insurance to close the transaction.

19. ASSOCIATION FEES: The Property is is not subject to a mandatory association fee (i.e. homeowner's association/regime or otherwise). If the Property is subject to a mandatory association fee, the fee is \$ _____ per _____ and is payable to _____.

The Property is is not subject to a special assessment of any governing body, including, but not limited to, a homeowner's association/regime or otherwise. The special assessment fee is \$ _____.

V. ADDITIONAL CONTINGENCIES, ADDENDA, AND OTHER TERMS IF APPLICABLE

20. ADDITIONAL CONTINGENCIES: (Buyer's failure to disclose the existence of Contingency A or B will constitute a default of this Contract and earnest money will be released to Seller. See paragraph 6(D). Initial and date Paragraph C if other contingencies apply.)

- A. SALE AND CLOSING CONTINGENCY ADDENDUM (Form CCRA-11) is is not attached to and part of this Contract of Sale.
- B. CLOSING CONTINGENCY ADDENDUM (Form CCRA-12) is is not attached to and part of this Contract of Sale.
- C. OTHER CONTINGENCIES: **BUYER** (Initials _____ | _____) Date _____ **SELLER** (Initials _____ | _____) Date _____

This Contract is contingent on:

21. ADDENDA: Addenda not otherwise identified are are not attached to and part of this Contract of Sale, and if attached include:

22. OTHER TERMS: If conflicting with pre-printed portions of this Contract, the following terms will control:

VI. OTHER LEGAL TERMS

23. FIRE OR CASUALTY: In case the Property herein is damaged wholly or partially by fire or other casualty prior to delivery of deed, Buyer will have the right for ten (10) Business Days after notice of such damage to terminate this Contract. Upon such termination, earnest money will be released to Buyer and neither party will have any further rights hereunder. See Paragraph 6(D). If Buyer elects not to terminate this Contract or fails to provide timely Notice of Termination, the Parties will proceed according to its terms.

24. DEFAULT: If Buyer or Seller fails to perform any of the terms of this Contract, the other may elect to seek any remedy provided by law including, but not limited to, attorney fees and actual costs incurred or terminate this Contract with written notice. Actual costs incurred will include all costs and expenses incurred or obligated for by Buyer, Seller or Brokers in an effort to consummate this sale. Such costs will include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, attorney's fees and real estate brokerage fee for this sale. If Contract is terminated, both Parties will execute a written release of the other from this Contract and both will hold Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said releases are executed or a court of competent jurisdiction dictates legal disposition. If a court action is brought by Escrow Agent or Party to the Contract seeking the release of earnest money, the non-prevailing party in the action will be responsible for the prevailing Party's and Escrow Agent's attorney's fees and court costs.

25. MEDIATION: Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the services provided in relation to this Contract, shall be submitted to mediation in accordance with the rules and procedures of the dispute resolution system of the National Association of Realtors. Disputes will include representations made by Buyer, Seller or any real estate Broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the Property to which this Contract pertains, including, without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreements signed by the Parties pursuant to the mediation conference will be binding. S.C. Code, Ann. Section 15-48-10 et. seq. shall not apply to this Contract.

26. ENTIRE BINDING CONTRACT: The Parties agree that this written Contract expresses the entire agreement between the Parties, that there is no other agreement, oral or otherwise, modifying the terms hereunder and that this Contract will be binding on both Parties, their principals, heirs, personal representatives, successors and assigns as state law permits.

27. NON-RESIDENT TAX: Seller covenants and agrees to comply with the provisions of S.C. Code, Section 12-8-580 (as amended) regarding tax withholding requirements of Sellers who are not residents of South Carolina as defined in said statute.

28. TIME IS OF THE ESSENCE: Time is of the essence with respect to all provisions of this Contract that stipulate a specific period of time for performance. Failure of Buyer or Seller to complete any provision of this Contract within the stipulated period of time for completion of the provision will constitute, where applicable, a default of this Contract.

29. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after closing, it will survive the closing and remain binding upon and for the Parties hereto until fully observed, kept or performed.

30. SETTLEMENT STATEMENT RELEASE: Seller and Buyer authorize the Closing Attorney to furnish to Buyer's and Seller's Brokers copies of a Settlement Statement for the transaction.

31. SEX OFFENDER/CRIMINAL INFORMATION: Buyer and Seller agree that the Brokers and affiliated Agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry, and that no course of action may be brought against any Brokers or affiliated Agents for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that Buyer and Seller have the sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information which may be obtained from appropriate law enforcement officials and/or other sources.

5. COMPENSATION OF BROKER: Brokers fees will be deemed earned when Buyer is under contract to purchase any property presented by Broker or negotiated by Buyer. This fee will be due and payable at closing or upon Buyer's default. If Buyer defaults, the total compensation that would have been due Broker will be due and payable immediately in cash from the Buyer. In consideration of the services performed by Broker under the terms of this Contract, Buyer agrees to pay Broker the following fee(s): **(CHECK AND INITIAL ALL APPLICABLE SECTIONS)**

a. Brokerage Fee:

_____. **OPTION 1:** Buyer shall pay Broker a Brokerage Fee which is the greater of \$ _____ or _____ % of the purchase or total lease price (renewal, if applicable) of any property purchased or leased by Buyer, including "For Sale by Owner" properties. If within _____ days after the expiration of this Contract Buyer purchases or leases any property which Broker has negotiated during the term of this Contract, Buyer will pay Broker the Brokerage Fee stated above. Broker shall use his best efforts to obtain payment of the Brokerage Fee out of the transaction, but Buyer shall have the obligation to pay Broker the Brokerage Fee set forth in this Contract if Broker cannot obtain payment of such fee out of the transaction. Any fees paid by the seller or seller's agent shall be credited against the Brokerage fee.

_____. **OPTION 2:** Broker shall obtain payment of the Brokerage Fee out of the transaction. Broker shall be paid by the cooperating broker as stated in the Multiple Listing Service or as agreed to by the Broker and cooperating broker, or as agreed to by the Broker and Seller in a "For Sale By Owner" transaction. Buyer shall not be responsible for paying Broker the Brokerage fee.

b. Other: Buyer will pay Broker the following (initial any/all that apply):

_____. **Retainer Fee:** of \$ _____ due and payable upon the signing of this contract. This fee shall or shall not be credited against the Brokerage fee.

_____. **Service Fee:** Buyer shall pay Broker a Service Fee of \$ _____ to be paid on _____ calendar days on whether or not Buyer purchases any property. **(Check applicable subsection.)**

This Service Fee shall be the only fee due Broker from Buyer under the terms of this Contract.

This Service Fee shall be credited against the Brokerage Fee described above and shall be kept by Broker whether or not a Brokerage Fee is earned.

This Service Fee shall be credited against the Brokerage Fee described above and shall be kept by Broker whether or not a Brokerage Fee is earned, unless Buyer enters into a purchase and sale agreement. In the event that Buyer enters into a purchase and sale agreement, Buyer and Broker agree that the above Service Fee will be credited against the Brokerage Fee in subsection (a) above.

6. TERM OF AGENCY: Broker's authority to act as Buyer's exclusive agent under the terms of this Contract shall begin on _____, _____, and shall end at 11:59 p.m. on _____, _____.

7. CONSENT TO DISCLOSED DUAL AGENCY/DESIGNATED AGENCY: (INITIAL APPLICABLE CHOICES)

_____. Buyer acknowledges receiving an explanation of the types of agency relationships that are offered by brokerage and a South Carolina Disclosure of Real Estate Brokerage Relationships form at the first practical opportunity at which substantive contact occurred between the Broker and Buyer.

Buyer acknowledges that after entering into this written agency contract, agent might request a modification in order to act as a **dual agent** or a **designated agent** in a specific transaction. If asked:

_____. Permission to act as a dual agent will not be considered.

_____. Permission to act as a dual agent may be considered at the time I am provided with information about the other party to a transaction. If Buyer agrees, Buyer will execute a separate written **Dual Agency Agreement**.

_____. Permission to act as a designated agent will not be considered.

_____. Permission to act as a designated agent may be considered at the time I am provided with information about the other party to a transaction. If Buyer agrees, Buyer will execute a separate written **Designated Agency Agreement**.

[____] BUYER [____] BUYER [____] BUYER [____] BUYER [____] BUYER [____] BROKER HAVE READ THIS PAGE

18. FACSIMILE AND OTHER ELECTRONIC MEANS: The parties agree that this Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

19. SURVEILLANCE: Buyer is advised that properties they enter may have both audio and video surveillance. Broker advises buyer to be aware of possible surveillance and conduct any and all communications about the potential property offsite.

THIS IS A LEGALLY BINDING AGREEMENT. BUYER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BUYER AND BROKER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND COPY OF THE SC DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS FORM. BUYER AGREES TO RECEIVE COMMUNICATIONS FROM BROKER AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.

Buyer	Date	Time	Email: _____
			Phone: _____
			Fax: _____

Buyer	Date	Time	Email: _____
			Phone: _____
			Fax: _____

Buyer	Date	Time	Email: _____
			Phone: _____
			Fax: _____

Buyer	Date	Time	Email: _____
			Phone: _____
			Fax: _____

Buyer Address: _____

BROKER/BUYER'S AGENT COMPANY	BY:	Broker/Licensee	Date	Time
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The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.

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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.

RECOMMENDATION TO BUYER REGARDING INSPECTIONS

Exit Real Estate Consultants and its' owners, brokers, employees and associate licensee (hereinafter collective "ERC") strongly recommend that Buyer do the following in terms of inspections:

1. Request a written property condition disclosure from the Seller as required by South Carolina State Law unless otherwise exempt by statute. Upon receipt, fully review the form and ask for any clarifications needed.
2. Select a licensed professional inspector who the Buyer deems qualified to verify the condition of the property being purchased. Buyer should determine if the scope of each inspection meets Buyers expectations. ERC is not responsible for any recommendation made by one of its' licensees as such is merely a recommendation and not a warranty or guarantee of the inspection to be performed. Buyer is at all times free to use any inspector of their choice and is not required to use ERC's recommendations. Arrangements for inspections should be made by Buyer as the Buyer is solely responsible for the cost of the inspection. All inspections must be paid in full regardless if Buyer completes transaction or cancels due to inspections.
3. The inspections should include but are not limited to:
 - a. Exterior and interior structural parts of the property including roof shingles, sheathing and flashing.
 - b. Heating and cooling systems. Buyer is advised that ductwork, system efficiency or capacity, and window or zone units are not routinely part of heating and air inspections.
 - c. Electrical system.
 - d. Plumbing system(s).
 - e. Appliances.
 - f. Termite and other pest infestation.
 - g. Standing water, or excessive moisture in the crawl space, active leaks and/or damage.
 - h. Environmental issues including but not limited to asbestos, carbon monoxide, radon gas, flooding, wetlands, underground oil/gas tanks, mold, mildew, lead paint, etc.
 - i. Fireplace/chimney.
 - j. Septic tank/system. Should a system be required, but not in existence, arrange for a percolation test, application, and permit for adequate system.
 - k. Well/potable water (if applicable conducted by certified laboratory)
 - l. Pool (if applicable).
4. Buyer should be aware that inspections do not normally address nor guarantee life expectancy of the components of a house and should not be construed as warranties. Buyers agent may assist in the purchase of a home warranty if one is desired.

5. The Buyer should ask their chosen inspector to determine if the property was constructed with any defective or improperly installed materials, including any which has resulted in damage and/or could be a part of a class action lawsuit. Examples include but are not limited to certain types of fiber board siding, synthetic stucco, polybutylene plumbing, etc. Buyers inspector may recommend that additional inspections may be necessary by an expert on a particular item.
6. ERC recommends Buyer obtain from an attorney or appropriate government, county or city entity any information regarding the property that might affect Buyers intended use. If Buyer does not specifically request this information from the closing attorney, the closing attorney will not provide this information. Most closing attorneys will charge a separate fee for determining zoning matters as such is not normally within the scope of a real estate closing. This would include but not be limited to:
 - a. County/city restrictions.
 - b. Zoning.
 - c. Specific desires of Buyer with regards to homeowner's regime or subdivision covenants and restrictions.
 - d. Subdividing restrictions and/or regulations or deed restrictions.
 - e. Boundaries and easements.
 - f. Flood zones, wetlands.
7. ERC recommends Buyer obtain a new survey identifying the location of all improvements on the property including any encroachment or projections, the high water mark, the 100 year flood plain, any fringe land NOT owned by the seller, and any other matters of survey that are of concern to the Buyer. Buyers closing attorney can assist with the ordering of the survey.
8. ERC also recommends the Buyer obtain:
 - a. A home warranty.
 - b. A title exam performed by the closing attorney.
 - c. Purchase owner title insurance offered by the closing attorney.
 - d. Purchase homeowner's insurance (also recommend your insurance agent advise you as to the insurability of the property).

Agent _____

Buyer _____

Date _____

Buyer _____

READ IMPORTANT WARNING! WIRE FRAUD!

Now that you are purchasing a house, criminals will attempt to trick you into wiring your funds to them instead of the closing attorney.

Criminals will attempt to hack into your social media and e-mail accounts. The criminals then monitor these accounts seeking information about your closing and the identity of the closing attorney.

The criminals then send you a fake e-mail with wire instructions from what appears to be your real estate agent's or closing attorney's e-mail. Once you wire your money to their account, it is gone forever!

DON'T BE FOOLED! PROTECT YOUR MONEY!

HERE ARE SOME IMPORTANT STEPS TO TAKE TO AVOID THIS FRAUD:

1. WE NEVER PROVIDE YOU WIRING INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FROM EXIT REAL ESTATE CONSULTANTS, YOUR AGENT OR LENDER, IT IS FRAUDULENT!!!
2. Closing Attorney wire instructions RARELY if ever change. Don't accept changes to wire instructions, ever. If you receive an email saying wiring instructions have changes, immediately call your closing attorney.
3. Please call the closing attorney's office to verify ALL wire instructions. Do not call the number in the wire request E-mail. Ask your real estate agent or look-up the attorney's number in Google.
4. Carefully examine the wire instructions for typos, grammatical errors, or suspicious names. If it looks wrong, it probably is.
5. Compare e-mail addresses, not just the name of the sender.
6. Question anything that looks unusual or out of the ordinary.

Buyer

Buyer