

AGREEMENT TO BUY AND SELL REAL ESTATE RESIDENTIAL

1. Parti i	ES: This legally bi	nding Agreement entered	d into on		<u>,20</u>
between, E	Buyer(s),			,(hereinafter called '	"BUYER"), and
Seller(s),_				(hereinafter called "SE	LLER"). The
property sł	hall be deeded in	the name(s) of			
2. PROPE	RTY TO BE SOL	D: Subject to terms and o	conditions herein, Seller agrees	to sell and Buyer agree	s to buy the
following d	lescribed property	with improvements and	fixtures thereon:		
Lot	Block	Section	_Subdivision		
Address					
				Zip	
County of_		, State	of South Carolina.		
] public sewer system or to [] public water or
No person	al property will co	nvey as a part of this sale	e, except as described:		
of closing, essence. Selling Bro 4. POSSE free of detain the san excepted.	and transaction c Seller and Buyer oker copies of the SSION: Possess or and in a clear me condition from Possession by E	losed on or before authorize their respectifinal HUD-1 settlement ion of said property will be condition. The property the effective date of the	leed recording fees. The deed , 20	, not later than 9:00 p.r. nt agent to furnish to L or their review prior to c closing. Seller agrees to ndscaping and lawn, sh n is delivered, ordinal	m. Time is of the isting Broker and closing. To deliver property all be maintained by wear and teal
5. PURCH	ASE PRICE shall	be		dollars, \$	
			paid as follows: [] Cash; or] FHA [] Other terms:		
Buyer and disburse e Broker doe deposited consumma THE PAR' HOLDING HAVE EX	Seller authorize _sarnest money access not guarantee as required by Seation of this sale, to THE EARNEST ECUTED AN AG	cording to the terms of the payment of a check or che outh Carolina law and She earnest money deposition. IND THAT, UNDER ALL MONEY DEPOSIT WILL	nis agreement. Earnest money necks accepted as earnest more outh Carolina Real Estate Comit shall be credited to the Buyer. CIRCUMSTANCES, INCLUDING THE DISBURSEMENT OUT.	, as Escrow A paid by [] Cash, [] Cl ley. All escrow money mission Rules and Re ING DEFAULT, THE E THER PARTY UNTIL	egulations. At the SSCROW AGENT BOTH PARTIES
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8. LOAN PROCESSING AND APPLICATION: Buyer's obligation under this agreement is contingent on Buyer obtaining said loan. Buyer shall apply for a% loan (loan-to-value ratio) within days from the execution of this Agreement and shall provide Seller with satisfactory loan approval within days. Time is of the essence. Should the Buyer fail to make loan application or receive approval within said period, and to diligently pursue the application, the Seller shall have the option to terminate this Agreement, with written notice. Buyer also agrees to provide all documents or information requested by the lending company in a prompt and timely manner. Buyer will take any action that is needed or requested by Lender to process the loan application. Buyer further hereby gives permission to Lender to disclose pertinent information concerning the Buyer's credit-worthiness or any other information needed for the loan processing to the listing or cooperating broker(s) or agent(s). If Buyer fails to comply with these above conditions, Buyer shall be in default of this agreement subject to the terms of paragraph 16. FHA Mortgage Insurance [] will [] will not be added to the mortgage. VA funding fee [] will [] will not be added to the mortgage.
9. CLOSING COSTS: Unless otherwise agreed, closing costs, including all loan charges and prepaid recurring items, shall be paid as follows: (a) SELLER shall provide or pay for preparation of deed, any recording charge based on value of property, and all costs necessary to deliver a marketable title, including recording of satisfactions and property taxes to the day of closing. (b) BUYER shall pay, unless otherwise agreed herein, the cost of the Buyer's credit report, property insurance, appraisal, survey, cost of obtaining loan, discount points, title examination, escrow deposits, and prepaid expenses. The Buyer shall also pay, if applicable, interim interest and mortgage insurance premium or VA funding fee. Buyer's hazard insurance policy shall provide coverage as required by lender. Other terms:
10. HOME PROTECTION PLAN COVERAGE : Both parties understand that a third party home warranty Plan [] will [] will not be issued at closing. If applicable, the warranty premium will be paid at closing by the [] Buyer or [] Seller not to exceed \$
11. EXPIRATION OF OFFER: The offer from Buyer shall be withdrawn at o'clockM. on unless accepted or countered by Seller in written form prior to such time. <u>Time is of</u> the essence.
12. EXTENSION AGREEMENT: If the transaction has not closed within the stipulated time limit because a contingency has not been satisfied through no fault of either party, then both parties agree to extend this agreement for a period not to exceed consecutive days from the original closing date. Closing shall occur within this time extension, but in no event shall closing occur later than the above extension date. Time is of the essence .
13. ADJUSTMENTS: Taxes, water, all sewer assessments, sewer charges, fuel oil, rents as when collected, insurance premiums, if applicable, and other assessments, including homeowner's association fees, shall be adjusted as of the date of closing. Tax prorations pursuant to this Agreement are to be based on the tax information available on the date of closing, and are to be prorated on that basis. BUYER TO BE RESPONSIBLE FOR APPLYING FOR ANY APPLICABLE TAX EXEMPTIONS. Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. Prorations at closing shall be final.
14. NON-RESIDENT TAX: Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.
15. RISK OF LOSS OR DAMAGE: In case the property herein referred to is destroyed wholly or partially by fire or other casualty prior to delivery of deed, Buyer or Seller shall have the option for ten (10) days thereafter of proceeding hereunder, or of terminating this Agreement.
16. DEFAULT: If Buyer or Seller fails to perform any covenant of this Agreement, the other may elect to seek any remedy provided by law, including but not limited to attorney fees and actual costs incurred (as defined in paragraph 17), or terminate this Agreement with a five day written notice. If terminated, both parties shall execute a written release of the other from this contract and both shall agree to hold the 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 until a court of competent jurisdiction dictates legal disposition.
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- 17. **ACTUAL COST INCURRED** shall include all costs and expenses incurred or obligated for by Buyer, Seller or Broker in an effort to consummate this sale. Such costs shall include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, and Broker's fee or commission for this sale.
- 18. **SURVEY, TITLE EXAMINATION, AND INSURANCE:** The Listing and Cooperating Broker(s) and their Agent(s) recommend that Buyer have a survey of the subject property made, have examination as to the title to the property, obtain owner's title insurance, and that Buyer obtain appropriate hazard insurance coverage effective with the time of closing. All hazard insurance to be canceled and new policies furnished by Buyer at closing unless otherwise stipulated in this Agreement. Flood insurance, if required by Lender, at Buyer's option shall be assigned to Buyer with permission of carrier, and premium prorated to date of closing.

19. CONDITION OF PROPERTY: (A) Seller's Property Condition Disclosure Statement: (check one)				
[] Buyer and Seller agree that Seller will <u>not</u> complete nor provide Buyer a Seller's Property Condition Disclosure statement in accordance with South Carolina Code of Laws, as amended, Section 27-50-30, Paragraph (13).				
Buyer and Seller agree that a Seller's Property Condition Disclosure statement, as required by South Carolina Code of Laws, as amended, Section 27-50-10, et.seq., has been provided to Buyer by Seller prior to the ratification of this agreement. If the Seller discovers, after his delivery of a disclosure statement to a Buyer, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the Seller shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the Buyer or make reasonable repairs necessitated by the occurrence before closing. Buyer understands that the Seller's Property Condition Disclosure statement is not intended to replace a professional home inspection. Buyer understands and agrees that the Seller's Property Condition Disclosure statement contains statements made solely by the Seller. The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for the accuracy of any information contained in the Seller's Property Condition Disclosure statement. The Buyer and Seller understand and agree that the Listing and Selling Broker and all affiliated agents have fully met the requirements of Section 27-50-70 of the South Carolina Code of Laws, as amended.				
(B) Inspection : Buyer at Buyer's expense shall have the privilege and responsibility of inspecting the structure, square footage, environmental concerns including but not limited to radon gas, lead-based paint and lead-based paint hazards, wetlands study, appurtenant buildings, heating, air conditioning, electrical and plumbing systems as well as built-in appurtenant equipment or appliances prior to the day of closing or possession. In the event repairs are necessary to place the heating system, air conditioning, plumbing, and electrical system to be conveyed in operative condition and to make the roof free of leaks, and the dwelling structurally sound, the Seller shall be notified within consecutive days after both parties have signed this Agreement. Time is of the essence. If Buyer fails to notify Seller within this time, Buyer shall have waived any and all rights under the terms of this paragraph. If Lender's commitment requires any additional inspections or certifications, these are to be provided by Buyer.				
(C) Maintenance : After any inspection by Buyer and after repairs, if any, made as a result of any such inspection, the Seller agrees to maintain the heating, air conditioning, plumbing, and electrical systems, as well as all appliances to be conveyed in operative condition, normal wear and tear excepted, until the day of closing or the day possession is given, whichever occurs first. Seller agrees to maintain the property, including lawn, shrubbery and grounds until the day of closing or possession, whichever occurs first.				
(D) Wood Infestation Report : If the property to be sold has been previously occupied, [] The Buyer [] The Seller shall, at their expense, have the property inspected and shall obtain a current Wood Infestation Report (CL100) from a licensed and bonded pest control operator, on or before, 20 Time is of the essence. If Buyer fails to have the property inspected by this date, Buyer shall have waived any and all rights under the terms of this paragraph. The Seller makes no warranties with regard to matters covered by such report or any other improvement unless specifically stated in this agreement. If the infestation report reveals the presence of or damage by termite infestation or other wood destroying organisms, Seller shall remedy such deficiencies and shall furnish Buyer with a report of a qualified inspector that property is free from infestation or damage herein mentioned or that infestation or damage has been treated and/or repaired as appropriate in a workmanlike manner on or before closing. If the property to be sold has not been previously occupied, Seller shall certify that the dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide the Buyer, at closing, a written certification from a licensed pest control operator.				
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to make (D) abo (1) acce (3) term	pairs: The cost of all repairs to heating system, air conditioning, plumbing, and electrical system to be conveyed, and the roof free of leaks, and the dwelling structurally sound and wood infestation treatment, if any, required by section to be paid by Seller. If the Seller refuses to make these repairs and treatment, the Buyer shall have the option to ept the property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, on ninate this Agreement, subject to paragraph 7. The repairs to any other items are the sole responsibility of Buyer. The ons of Seller under paragraph 19 terminate on the day of closing or on the day possession is given, whichever occurs
(F) Res	idential Dwellings Built before 1978: (check one of the following)
[]	This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based pain and/or lead-based paint hazards which shall be done, at the Buyer's expense, by midnight on the tenth day after ratification of this contract or by midnight on
[]	Buyer waives the opportunity to conduct a risk assessment or inspection for lead-based paint and/or lead-based paint hazards.
for obtain obtain obtain of the contract of th	gan's Law: The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible sining or disclosing any information contained in the South Carolina Sex Offender Registry. The Buyer and Selle hat no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to or disclose any information contained in the South Carolina Sex Offender Registry. The Buyer agrees that the Buyer sole responsibility to obtain any such information. The Buyer understands that Sex Offender Registry information obtained from the local sheriff's department or other appropriate law enforcement officials.
section the con a partic Neither inspecti	cclaimer: The Buyer acknowledges the Seller, except as provided in subparagraphs (B), (C), (D), and (E) of this gives no guarantee or warranty of any kind, expressed or implied, as to the physical condition of the property or to ditions of or existence of improvements, services, appliances or system thereto, or as to merchantability or fitness for ular purpose as to the property or improvements thereof, and any implied warranty is hereby disclaimed by the Seller. Buyer nor Seller will hold Cooperating or Listing Broker responsible for any act of negligence or intent by any ion or repair company employed by Seller or Buyer for the purposes of this agreement. The Seller is not required to my repairs under any circumstances until Purchaser's financing has been approved.
20. API	PRAISED VALUE: (check one)
[]	This agreement is not contingent on the lot or parcel with building and improvements thereon, if any, appraising according to the lender's appraisal or other appraisal as agreed, for the selling price.
[]	This agreement is contingent on the lot or parcel with building and improvements thereon, if any, appraising according to the lender's appraisal or other appraisal as agreed, for the selling price or more; if the lot or parce with building and improvements thereon appraises for less than the selling price, the seller may elect to sell for the appraised value. In such case, the Buyer agrees to proceed with the consummation of this sale at the reduced price However, if Seller does not agree to sell at the appraised value, the Buyer shall have the option of proceeding with the consummation of the Agreement without regard to the amount of the appraised valuation, or terminate the agreement without penalty.
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- 21. **DISCLAIMER BY BROKERS AND AGENTS**: The parties acknowledge that the Listing and Cooperating Broker(s) and their Agent(s): (1) Give no guaranty or warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvement services or systems, thereto, included but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage, electric systems, and to the structure; (2) Give no warranty, express or implied, as to the merchantability or fitness for a particular purpose as to the property or such improvements thereto and any implied warranty hereby disclaimed; (3) Give no warranty as to title; (4) Give no guaranty on warranty concerning (a) any certification or inspection concerning the condition of the property, (b) any matters which would be reflected by current survey of the property, and (c) the accuracy of the published square footage of the property; (5) Buyer acknowledges that Seller and Seller's Agents have not made any oral or written commitments to Buyer regarding (a) projected income or economic benefit for Buyer from rentals; (b) rental arrangements except that Buyer may rent the unit if Buyer so desires or (c) other economic benefits to the Buyer.
- 22. **COASTAL TIDELANDS & WETLANDS ACT:** In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et seq., <u>South Carolina Code of Laws</u>), an Addendum will be attached to this Agreement incorporating the required disclosures at [] Buyer's [] Seller's expense.
- 23. **MEDIATION CLAUSE.** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Buyer(s), Seller(s) 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 Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

This mediation clause shall survive for a period of 120 days after the date of the closing. The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

- 24. **SURVIVAL**: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- 25. **ENTIRE BINDING AGREEMENT:** This written instrument, including the additional terms and conditions set forth on the reverse, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties. Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein. The benefits and obligations shall inure to and bind the parties hereto and their heirs, assigns, successors, executors, or administrators. Whenever used, singular includes plural, and use of any gender shall include all.
- 26. **FACSIMILE AND OTHER ELECTRONIC MEANS**: The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer 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.
- 27. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, 1976, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this agreement. It is understood that Broker may place deposited earnest monies into an interest bearing trust account and that Broker will retain all interest incurred in said account in which case all interest earned on Broker's interest bearing trust account shall be donated on a regular basis to a charity of Broker's choice.

	: These stipulations shall preempt printed matter herein: (attach and reference addendum if
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THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. ALL TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT SURVIVE CLOSING UNLESS OTHERWISE SPECIFIED.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER:	Date	Time		
WITNESS:	Date	Time		
BUYER:	Date	Time		
WITNESS:	Date	Time		
SELLER:	Date	Time		
WITNESS:	Date	Time		
SELLER:	Date	Time		
WITNESS:	Date	Time		
LISTING AGENT AND COMPANY				
SELLING AGENT AND COMPANY				
ESCROW AGENT ACKNOWLEDGMENT				

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