



CONTRACT FOR SALE



1. OFFER AND DESCRIPTION: _____ (Purchaser) agrees to buy and _____ (Seller) agrees to sell all that lot or parcel of land, with the buildings and improvements thereon, if any located in _____ County, South Carolina, (the "Property") and being described as follows:

Street _____ City _____ Zip _____
 Subdivision _____ Tax Map # _____ Legal Lot # _____

2. PRICE: The purchase and sale price is _____ (\$ _____) to be paid as follows: \$ _____, to be held in trust by _____, Escrow Agent, as a deposit of earnest money and the balance upon delivery of the deed. The Purchaser may be required to have cashier's check or certified funds when completing this transaction.

3. EARNEST MONEY: All cash monies or certified funds will be deposited within 48 hours of receipt. All other monies will be deposited within 48 hours after the Effective Date. If a binding Contract is not executed by all parties, the earnest money will be returned to Purchaser after the deposit of funds has cleared. The Listing and Selling Brokers and their Agents do not guarantee payment of check(s) accepted as earnest money. If this Contract is not closed for any reason, notwithstanding any other provisions in this Contract, the parties agree the Escrow Agent will require (a) both parties to execute a form authorizing the disbursement of funds (including execution after a resolution of any disagreement by mediation), or (b) both parties to wait for a decision directing disbursement by a mediator or court of competent jurisdiction.

4. FINANCING: The obligation of Purchaser to purchase the Property is contingent upon the Purchaser obtaining a loan in an amount equal to _____% of the purchase price, (this contingency is not applicable unless the preceding blank is completed) of the following type: FHA VA Conventional Other _____

5. CONTINGENCY: The obligation of the Purchaser to purchase is also contingent upon: The Property appraising for not less than the sales price as determined by lender's appraisal or other appraisals obtained by the Purchaser. The Purchaser completing the sale and closing of Purchaser's home located at _____ House is under contract and due to close on or before _____ House is not under contract. (Addendum Regarding the Contingency Attached: Yes No) Other: _____

6. LOAN APPLICATION: Purchaser agrees to apply for financing, as required above, from the institution of his choice within _____ calendar days after the Effective Date and to provide all documents or information requested by the lending company in a prompt and timely manner. At the time of application the Purchaser will advance the necessary money to process any financing. Purchaser will take any reasonable action which is needed or requested by the Lender to process the loan application. Purchaser hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's credit-worthiness or any other information needed for the loan processing to the Listing or Selling Broker(s) or Agent(s).

7. CLOSING COSTS: All expenses necessary for the consummation of this sale, unless otherwise agreed herein, will be paid as follows: (a) Seller will pay for deed preparation, deed recording fees, costs associated with mortgage payoff and satisfaction and any cost not allowed to be charged to Purchaser by the Lender; (b) Purchaser will pay discount points, all non-recurring closing costs, prepaid items, Private Mortgage Insurance, FHA-MIP or VA Funding Fee, if applicable. Other terms: _____

_____ Buyer _____ Buyer _____ Seller _____ Seller have read this page

8. CONVEYANCE AND CLOSING DATE: Seller agrees to convey by insurable marketable title and deliver a proper general warranty deed, free of liens and encumbrances, except subject to all reservations, easements, rights of way, and restrictive covenants of record on the Property (provided they do not make the title unmarketable or materially or adversely affect the use and value of the Property) and to all government statutes, rules, ordinances, and regulations. The deed will be prepared in the name(s) of _____ and delivered to the office of the closing attorney _____ or stipulated place of closing with the transaction to be closed on or before _____ PM on _____, 20_____. Seller and Purchaser authorize their attorneys and/or Settlement Agent to furnish to the Listing Broker and Selling Broker copies of the preliminary and final HUD-1 Settlement Statement for the transaction.

9. POSSESSION: Possession of said Property will be given to Purchaser at the time of closing or _____. Seller agrees to deliver the Property free of debris and in a clean condition. The Property, including but not limited to landscaping and/or lawn, will be maintained in the same condition from the Effective Date until possession is delivered, ordinary wear and tear excepted.

10. ADJUSTMENTS: Taxes, fuel oil, rents, other fees associated with rentals and any assessments, including homeowner's association fees, will be adjusted as of the date of closing. Tax proration pursuant to this Contract are to be based on the tax information available on the date of closing and are to be prorated on that basis.

11. NON-RESIDENT TAX: Seller covenants and agrees to comply with the provisions of Section 12-8-580 of the Code of Laws of South Carolina, 1976, as amended, regarding withholding requirements of owners who are not residents of South Carolina as defined in the said statute.

12. PERSONAL PROPERTY, FIXTURES, ETC.: No personal property will be transferred or conveyed as a part of this sale, except as referenced in MLS or listed herein: _____. Personal property should be transferred or sold separately by a Bill of Sale.

13. FIRE OR CASUALTY: In the event the Property is destroyed or damaged by fire or other casualty prior to closing, Purchaser or Seller will have the option for ten (10) days thereafter of proceeding hereunder, or of terminating this Contract by written notification to the other party.

14. DEFAULT: If Purchaser or Seller fails to perform any covenant of this Contract, the other may elect to seek any remedy provided by law or terminate this Contract. If terminated, both parties will execute a written release of the other from this Contract and both will agree to hold the Escrow Agent harmless. If termination is due to default by Purchaser, Seller will have the option of pursuing any remedy provided by law. If termination is due to default by Seller, the Seller will pay or reimburse the Purchaser the Actual Cost Incurred (defined below) and the Purchaser will have the option of pursuing any remedy provided by law. If either Purchaser or Seller refuses to execute a release, Escrow Agent will hold the earnest money in trust until said releases are executed or until a mediator or a court of competent jurisdiction dictates legal disposition. If either the Purchaser or Seller has refused to execute a written release when requested to do so in writing and a court finds that they should have executed the release, the party who so refused to execute a release of earnest money will pay the expenses, including without limitation, reasonable attorney's fees incurred by the other in the litigation. For the purposes of this Contract "Actual Costs Incurred" by the Purchaser will include all documented costs and expenses incurred or obligated for or by the Purchaser or Broker 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, and Broker's fee or commission for this sale.

15. DISCLAIMER: Except as to a new home being sold by the builder, the Purchaser acknowledges that the Seller, except as may be otherwise expressly provided in this Contract, gives no guarantee or warranty of any kind, expressed or implied, as to the physical or other condition of the Property, or to the conditions of or existence of improvements, services, appliances, or systems thereto, or as to merchantability or fitness for a particular purpose as to the Property or improvements thereon, and any implied warranty is hereby disclaimed by the Seller. Neither Purchaser nor Seller will hold Listing and/or Selling Brokers and their Agents responsible for any act of negligence or intent by any inspection or repair company employed by Seller or Purchaser for the purposes of this Contract.

16. CONDITION OF PROPERTY: (A) INSPECTION: Purchaser will have the right and responsibility to inspect or select an inspector(s) at Purchaser's expense, to make any inspections, tests, surveys or investigations, and to verify the square footage of the Property as desired by the Purchaser. Seller will make the Property available for all inspections and will have all utilities in service for the inspections, appraisals and final walk through or re-inspection. Purchaser will indemnify and hold the Seller harmless from any liability arising as a result of any negligent actions or omissions during such inspections, and will repair damages, if any, resulting from the inspections. Purchaser will provide Seller or Seller's Agent with a written and signed list of repairs requested, excluding appraisal, CL-100 and occupancy permit requirements, if any, within _____ calendar days after the Effective Date. Failure of Purchaser to notify Seller or Seller's Agent in writing or provide a copy of any inspections, with list of requested repairs attached, within the specified time shall be deemed a waiver of Seller's obligation, if any, to make any repairs listed on the inspection report(s). Seller agrees to respond in writing to the Purchaser's list of requested repairs within _____ calendar days after receipt of said list by the Seller, acknowledged by Seller's signature and date. Failure by the Seller to provide a signed response to the Purchaser's written request for repairs within the specified time shall be deemed acceptance of Purchaser's request as submitted.

(B) HAZARDOUS SUBSTANCES: Notwithstanding any other provisions in this Contract, should test results indicate the presence of any hazardous substances in excess of EPA standards for a habitable dwelling, the Purchaser will have the option to terminate this Contract and receive a return of the earnest money deposit subject to provisions in Paragraph 3 of this Contract, with neither party having any further rights hereunder. Should Purchaser elect not to terminate this Contract, the Seller will correct the presence of the hazardous substances that are in excess of EPA standards for a habitable dwelling subject to subparagraph 16 (D) below.

(C) WOOD INFESTATION/MOISTURE REPORT: Purchaser Seller will, at their expense, have the Property inspected and will obtain a CL-100 wood infestation report or a soil treatment letter, if new construction, from a licensed and bonded pest control operator. If any infestation, structural damage, or excessive moisture is found, the Seller agrees to have it corrected, at Seller's expense, subject to subparagraph 16 (D) below.

(D) REPAIRS: To the extent that the Purchaser has requested such repairs, the Seller agrees to make or pay for repairs to the following items: (1) Structural defects or damage; (2) Leaks to roof or basement; (3) Repairs required to place the heating, air conditioning, electrical and plumbing systems and any appliances to be conveyed in an operative condition and functioning properly; (4) Repairs required to cause the sewer or septic system, well water system, irrigation system, pool or spa and any related equipment to function properly; (5) Replacement of any missing or cracked glass. The Seller will have no obligation to repair or replace any double glass panes which have lost their seal (fogged); (6) Repairs required pursuant to Paragraph 16 (B) above; (7) Repairs required pursuant to Paragraph 16 (C) above; and (8) Repairs required by a VA, FHA or other appraisal. If the Seller refuses to make or pay for repairs per items (1) through (8) above, the Purchaser will have the right to terminate this Contract and receive a return of the earnest money subject to provisions of Paragraph 3, and neither party will have any further rights hereunder. If the Purchaser elects not to terminate this Contract, the Parties will proceed hereunder and any requested repairs refused by the Seller will be the sole responsibility of the Purchaser. Further, if the Seller agrees to make or pay for the cost of the repairs requested by the Purchaser, the Purchaser will not have the right to terminate this Contract and the Parties will proceed hereunder. The obligations of the Seller under Paragraph 16 terminate on the day of closing or on the day of possession, whichever occurs first.

(E) OTHER: The property is sold with the following additional stipulations. _____

The Seller will not be required to make any repairs until the Purchaser's financing has been approved.

(F) REINSPECTION/MAINTENANCE: Seller agrees to allow Purchaser, or his designee, the right to re-inspect the Property and to perform a walk-through of the Property, prior to closing, to confirm that any personal property to be

transferred or conveyed is on the premises and that any required repairs or replacements have been made. The Property will be maintained in the same condition, including lawn, shrubbery and grounds, as on the Effective Date, until the day of closing or possession, whichever occurs first, ordinary wear and tear excepted.

(G) WATER/WASTE SYSTEMS: Seller represents that the Property is connected to public sewer system or to septic tank public water system, individual well system, other water well system.

17. HOME WARRANTY: It is understood a third-party 1-year home warranty will, will not be provided through _____ Warranty Company at a cost not to exceed \$_____ at closing. If applicable the cost will be paid at closing by Purchaser Seller. No additional home warranty will be provided if one is currently being offered by the Seller.

18. MEGAN’S LAW: The Purchaser and Seller agree the Listing and Selling Brokers and their agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. This information may be obtained from the local sheriff’s department or other appropriate law enforcement officials.

19. DISCLAIMER BY BROKERS AND AGENTS: The Listing Brokers or Selling Brokers and their Agents do not make any warranties or representations, either expressed or implied, as to the condition of the Property including, but not limited to: termite infestation or damage, excessive moisture or water, roof or basement leaks, appliances, heating or air conditioning systems, plumbing (including the presence or lack thereof of polybutylene piping), sewage disposal systems, electrical systems, building materials, the structural components of any buildings or the presence of any hazardous substances including radon, lead, electro-magnetic radiation, asbestos or mold. Further the Listing Brokers, Selling Brokers and their Agents make no warranties or representations, either expressed or implied, as to the marketability of the Property, as to any matters which would be revealed by a current survey and plat of the Property, or as to the accuracy of the published square footage. It is recommended that the Purchaser obtain a professional inspection of the Property, have an attorney examine the title to the Property, obtain a current survey and plat of the Property and verify any information about which Purchaser may have questions.

20. ENTIRE CONTRACT; BINDING CONTRACT; TIME: This written Contract expresses the entire agreement between the parties, unless there is a written addendum or modification signed by Purchaser and Seller. Both the Purchaser 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. This Contract shall be binding on the Purchaser, the Seller and their heirs, personal representatives, successors and assigns. This is a legally binding Contract; the Purchaser and Seller should seek legal advice if the contents are not understood. **TIME IS OF THE ESSENCE IN EACH PARAGRAPH OF THIS CONTRACT WHERE A PERFORMANCE TIME IS STIPULATED.**

21. MEDIATION CLAUSE: Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the services provided in relating 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 shall include representations made by the Purchaser(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 Contract 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; or (d) any matter which is within the jurisdiction of a probate court. 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.

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

23. EXPIRATION OF OFFER: The original offer is deemed revoked if not accepted and a signed acceptance communicated by delivery to Purchaser or Purchaser's Agent by _____, 20_____, at _____ AM PM

24. FACSIMILE AND OTHER ELECTRONIC MEANS: The parties agree that the offer, any counter offer and/or acceptance of any offer, 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.

25. OTHER ADDENDA: (A) LEAD-PAINT ADDENDUM: Seller states house may have been built prior to 1978. No Yes. (If yes, lead-paint addendum is to be attached and made part of this Contract.) **(B) ADDITIONAL ADDENDA:** No Yes. If yes, _____ Pages, covering _____

26. EFFECTIVE DATE: The Effective Date shall be the last date upon which the Purchaser or Seller signs or initials and delivers this Contract as evidenced by the date beside the name or initials of the last party to sign or initial.

27. REMARKS: _____

28. ACKNOWLEDGEMENT OF AGENCY DISCLOSURE: Purchaser and Seller acknowledge receipt of a copy of the South Carolina Agency Disclosure Brochure and acknowledge that agency relationships have been explained by the respective agents involved in the transaction.

For the purpose of this transaction, the Purchaser is a client _____ or customer _____ and the Seller is a client _____ or customer _____ (Initial applicable choice).

_____	_____	_____	_____
Purchaser	Date	Time	SSN
_____	_____	_____	_____
Purchaser	Date	Time	SSN
_____	_____	_____	_____
Seller	Date	Time	SSN
_____	_____	_____	_____
Seller	Date	Time	SSN
_____			_____
Listing Agent & Company			Telephone Number
_____			_____
Selling Agent & Company			Telephone Number