



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 # _____

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

2. PRICE: The purchase price is _____

(\$ _____) to be paid as follows: \$ _____, to be held in trust by _____, Escrow Agent, as a deposit of earnest money until the sale is closed, at which time it will be credited to Purchaser, or if no closing takes place, disbursed as herein provided. At closing the balance must be paid by certified funds or wire transfer to complete 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. The Listing and Selling Brokers and their Agents do not guarantee payment of check(s) accepted as earnest money. In the event of default, the earnest money will be dispersed in accordance with Paragraph 14.

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 Lender of his choice within _____ calendar days after the Effective Date and to provide all documents or information requested by the Lender 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: _____

8. CONVEYANCE AND CLOSING DATE: Seller agrees to convey by 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, provided
any net proceeds of the sale have been dispersed 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 are based on the tax information
available on the date of closing and are to be prorated on that basis. Prorations at closing shall be final.

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 party may seek any
available legal or equitable remedy, and may terminate this Contract. If termination is due to default by Purchaser,
Seller shall be entitled to retain the earnest money deposit. If termination is due to default by Seller, Purchaser shall
be entitled to a refund of the earnest money deposit, and Seller shall reimburse Purchaser for Purchaser's actual
costs incurred, as defined hereinbelow. However, it is expressly understood and agreed that Escrow Agent shall not
release any earnest money until both parties execute a written release of the other from this Contract and any rights,
obligations and claims arising hereunder. Said release shall also provide Escrow Agent with conclusive instructions
regarding the disbursement of the earnest money. If either party refuses to execute the release contemplated by this
paragraph, Escrow Agent shall hold the earnest money in trust until said release is executed, or until the disposition
of the matter by a court of competent jurisdiction. If litigation is required to resolve the matter, the prevailing party
shall be entitled to an award of costs and expenses of the action, including reasonable attorney's fees. Furthermore,
the parties expressly agree to indemnify and hold Escrow Agent harmless from any claims or damages arising from
Escrow Agent's refusal to release the earnest money in a manner inconsistent with the provisions of this paragraph.
For the purposes of this contract, "actual costs incurred" by the Purchaser shall include all documented costs, expenses
or obligations incurred for or by Purchaser or broker in an effort to consummate this sale. Such costs include, but are
not limited to: costs of loan application, credit report, appraisal, survey, inspections and reports, title examination and
broker's fee or commission for this sale.

15. DISCLAIMER: Except in the case of a new home being sold by the builder, the Purchaser acknowledges the
Seller gives no guarantee or warranty of any kind, expressed or implied, as to the physical condition of the Property,
unless otherwise provided for in the Contract. Seller does not warrant the condition of any improvements, services,
appliances or systems thereto, or as the merchantability or fitness for a particular purpose of the Property or
improvements thereon. Any implied warranty is hereby disclaimed by the Seller.

Purchaser and Seller will indemnify and hold listing and/or selling Brokers and their agents harmless from any
breach of contract, and any negligent or intentional acts or omissions of any inspectors, repair companies, or other
service providers employed by Purchaser or Seller, including any and all such service providers introduced or
recommended to Purchaser and/or Seller by listing and/or selling Brokers and their agents.

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, or investigations, including, but not
limited to testing for air quality, mold, radon gas and asbestos and to verify the square footage of the Property. 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 acts or omissions of any inspector(s) and/or their agents during such inspections, and will repair any damages to the property, resulting from same. Purchaser will provide Seller or Seller's Agent with a written and signed list of repairs requested including CL-100, (See GGAR Form #502 Grvl, Purchaser's Requested Repairs/Seller's Response), excluding appraisal 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. Purchaser shall respond in writing to Seller's written response within _____ days after receipt. Otherwise, failure by Purchaser to respond within the specified time shall be deemed acceptance of Seller's response to Purchaser's request.

(B) RADON: Notwithstanding any other provisions in this Contract, should test results indicate the presence of radon 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 14 of this Contract, with neither party having any further rights hereunder. Should Purchaser elect not to terminate this Contract, the Seller will mitigate the presence of the radon that is in excess of EPA standards for a habitable dwelling subject to subparagraph 16 (D) below.

(C) WOOD INFESTATION/MOISTURE REPORT: Purchaser will, at their expense, have the property inspected and obtain a CL-100 Wood Infestation Report 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. If new construction, a soil treatment letter will be provided by Seller.

(D) REPAIRS: To the extent 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) Repairs required to mitigate the presence of any hazardous substances; (6) 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); (7) Repairs required pursuant to Paragraph 16 (B) above; (8) Repairs required pursuant to Paragraph (C) above; and (9) Repairs required by a VA, FHA or other appraisal. If the Seller refuses to make or pay for repairs per items (1) through (9) 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 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 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 the Purchaser obtain professional inspections 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 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 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 of _____
 (Brokerage)

The Seller is a client or customer of _____
 (Brokerage)

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