4. FURNISHINGS, SYSTEMS. The property to be sold hereunder includes all heating and air conditioning systems, all fixtures attached to the Property and all electric and plumbing systems and other equipment, and shall additionally include without limitation the following:
[] Refrigerator [] Freezer [] Washer [] Dryer [] Stove/Oven [] Microwave [] Cook Top & Attachments [] Dishwasher [] Ceiling Fans [] Irrigation System [] Pool Equipment [] Septic System [] Furnished [] Window Treatments [] Trash Compactor [] Bathroom Mirrors [] Other
If sold furnished, all furniture & furnishings are included unless specifically excepted by an attached list of excluded items. All appliances, heating, air conditioning, electric and plumbing systems, fireplace/chimney, pool and spa shall be in good working order; their physical condition shall be subject to reasonable wear and tear which does not adversely affect the normal and regular use thereof. Further, the structure shall be reasonably sound, and the roof free of leaks at time of Closing.
5. WOOD INFESTATION REPORT. Seller or Purchaser agrees to provide at its expense at Closing an "Official South Carolina Wood Infestation Report (CL-100)" in which no infestation or damage is reported or if there is damage observed, that it is insufficient to recommend repair. Such report must be dated within 45 days of the Closing and shall be provided to Purchaser's and Seller's closing attorney not less than fourteen (14) business days prior to Closing. It infestation by termites or other wood destroying organisms, or damage sufficient to recommend repair, is observed, Seller shall
cause same to be repaired prior to closing. If repairs are not completed by the date of Closing, then Purchaser shall have the
option of (i) delaying Closing until the repairs are completed, or (ii) Seller shall agree to permit Purchaser's closing attorney to escrow funds from the sales proceeds at Closing in an amount equal to the costs of such repair. If the Property has not beer 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 Purchaser, at Closing, a written certification from a licensed pest control operator.
6. OTHER TERMS. OTHER TERMS AND CONDITIONS OF THIS CONTRACT ARE:
7. DATE OF CLOSING. The closing of this Contract shall take place on or before(the "Closing" at the office of Purchaser's attorney or other offices stipulated by Purchaser. Unless otherwise provided herein, Seller shall deliver possession of, and keys to, the Property, free of debris and in a broom clean condition, to Purchaser at Closing. Seller and Purchaser authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the final HUD-1 settlement statement for the transaction.
8. CONDITION OF PROPERTY. Subject to the terms set forth in Paragraph 4, Paragraph 5 or Paragraph 10, is purchasing the Property in its present condition "as is," except for:
The parties understand that "as is" means that the property is being conveyed in the condition in which it is presently found subject to the aforementioned paragraphs. Purchaser, at Purchaser's expense shall have the privilege and responsibility to inspect the Property to insure that the property complies with the requirements of Paragraph 4, and to address any environmental concerns of Purchaser. It is recommended that Purchaser obtain an inspection(s). At Closing, the Property shall be delivered in the same condition as existing at the time of this Contract except for those required repairs or other agreed upon improvements. Purchaser, or Purchaser's representative shall be permitted to conduct a walk through and/or have their inspector re-inspect the items the Seller repaired prior to closing to insure the completion of same. If repairs are not completed by the date of Closing, then Purchaser shall have the option of (i) delaying Closing until the repair are completed, or (ii) Seller shall agree to permit Purchaser's closing attorney to escrow the necessary funds from the Seller's
Initials: Purchaser Date Seller Date