

CONTRACT OF SALE - OFFER AND ACCEPTANCE

("Purchaser")

whose address is set forth in Page 5.

Hereby agrees to purchase from:

("Seller")

whose address is set forth in Page 5.

1. **PROPERTY DESCRIPTION.** Seller hereby agrees to sell all that lot or parcel of land, with all improvements thereon, and any interest appurtenant thereto, situated in South Carolina and being described as follows:

Legal: _____

Mailing: _____

(the "Property")

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

2. **PURCHASE PRICE.** The total Purchase Price for the Property is \$ _____ to be paid by Purchaser as follows:

- | | | | |
|----|--|----|-------|
| a. | Earnest Money deposited herewith ("Deposit") | \$ | _____ |
| b. | Additional Earnest Money Deposit to be paid by _____ | \$ | _____ |
| c. | A First Mortgage for at least _____ years at prevailing interest rates and terms | \$ | _____ |
| d. | Additional Consideration _____ | \$ | _____ |
| e. | Balance in cash at Closing | \$ | _____ |

3. **FINANCING CONTINGENCY.** If referred to in Paragraph 2 above, this Contract is subject to the Purchaser obtaining a commitment for the financing referenced above from a lender customarily making such loans in Beaufort County and the surrounding area. Purchaser shall use best efforts to obtain such a loan and shall supply the prospective lender(s) with all requisite information. The timing of this financing contingency is as follows:

- a. **Purchaser shall deliver to Seller a conditional approval letter from the lender within _____ business days.**
- b. **This financing contingency shall expire within _____ business days.**

All time periods run from the effective date of this Contract as set forth on Page 5.

If Purchaser's bona fide loan application does not result in a commitment within the above time frame, Purchaser shall have the affirmative obligation of providing written notice to Seller or Seller's agent that the financing contingency has not been satisfied and that the Purchaser has elected to terminate this Contract for failure to obtain financing. Such notice must be received by Seller or Seller's agent not later than five (5) business days after the financing contingency expiration date. Upon receipt of notice and execution of any required release forms, the Listing Agency (or other Escrow Agent holding the funds) shall return to the Purchaser any sums heretofore paid as earnest money, and upon such payment, this Contract shall have no force and effect and neither party hereto shall have any rights against the other hereunder. **Notwithstanding the right to cure time period contained in Paragraph 9, the parties acknowledge and agree that time is of the essence with respect to all time periods contained within this Paragraph 3. No right to cure shall apply to the periods contained in this Paragraph 3. If any requisite action called for by this Paragraph is not taken within the time periods contained in this Paragraph, the financing contingency shall be deemed waived. Purchaser acknowledges that this financing contingency is limited in time.**

Initials: Purchaser _____ Date _____ Seller _____ Date _____

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. If 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 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 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 repairs are completed, or (ii) Seller shall agree to permit Purchaser's closing attorney to escrow the necessary funds from the Seller's proceeds at Closing.

Initials: Purchaser _____ Date _____ Seller _____ Date _____

9. **DEPOSITS/DEFAULT.** All money deposited by Purchaser hereunder shall be applied toward the Purchase Price at Closing. Upon the failure of either party to comply with the terms hereof within the stipulated time, and after notice of said default is provided per the provisions of Paragraph 15 below, with a ten (10) business day right to cure, it is understood and agreed by and between the parties hereto that either party may proceed with all rights and remedies at law or in equity against the defaulting party. In the case of a Purchaser default, the Seller may elect, in lieu of all other remedies, the forfeiture of the Deposit as liquidated and agreed upon damages. The parties agree that the Escrow Agent shall not disburse the Deposit until Seller and Purchaser have executed a release form authorizing the disbursement or until a court of competent jurisdiction has directed a disbursement. In the event of any litigation commenced because of a default hereunder, the prevailing parties in such litigation shall be entitled to recover attorney fees and court costs from the non-prevailing parties.

The parties hereto hereby acknowledge that the Deposit shall be held in escrow by the Escrow Agent, _____ . Additionally, the Purchaser authorizes the Escrow Agent to transfer the Deposit to the settlement agent in advance of Closing. The Escrow Agent shall not be required to institute or maintain any litigation unless indemnified to its satisfaction for its attorney fees, cost disbursements, and all other expenses and liabilities to which it may, in its judgment, be subjected in connection with this action. The Seller and Purchaser shall at all times indemnify the Escrow Agent against all actions, proceedings, claims and demands arising out of this transaction relating to the holding of the Deposit. In the event of a dispute between the Seller and Purchaser which cannot be resolved, the Escrow Agent shall have the option of depositing the Deposit into the Clerk of Court's Office, pending resolution of the disposition of said funds, and Escrow Agent shall bear no further responsibility for said Deposit.

10. **RISK OF LOSS AND DAMAGE.** In case the Property is wholly or partially damaged by fire, storm or other casualty, Purchaser may elect, within twenty (20) business days after receiving written notice thereof, to proceed hereunder with a mutually agreed adjustment in the terms of this Contract, or terminate this Contract and receive back all money deposited hereunder. **In the event the Property is damaged by the Purchaser, or by any person upon the Property on the Purchaser's behalf (i.e. , inspector), such damage shall be repaired at Purchaser's expense.**

11. **PRORATIONS; CLOSING COSTS; ASSESSMENTS.** All expenses of ownership (and rents, if any) shall be prorated to the date of Closing. Purchaser agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof being paid by Seller. Purchaser is responsible for any Town, City or County Transfer fee, and for the County recording fees for the deed and any loan documents. Additionally, Purchaser shall pay the cost of securing a title examination, title insurance, and a survey (except any survey required by the South Carolina Coastal Tidelands & Wetlands Act, which is the responsibility of Seller). Unless otherwise agreed to in this Contract, Purchaser shall assume outstanding assessments or fees, if any, to cover the costs of water and/or sewer infrastructure. Seller shall be responsible for the South Carolina deed-recording fee required by SC Code §12-24-10. Each party shall pay its own attorney's fees. Unless otherwise agreed to in this Contract, Seller shall be obligated to pay any regime or property owner association special assessment approved by its Board of Directors or similar body prior to closing; provided, however, if such special assessment is levied and/or billed in installments over more than one year, the Seller shall be obligated to pay the installment for the full current calendar year of Closing only and the Purchaser shall assume the installments in future calendar years. Notwithstanding the foregoing, a special assessment to cover insurance premiums, whenever assessed prior to closing, shall be pro-rated based on ownership over the period covered by the premium.

Any fee due to an owners' association, or other similar party, upon the transfer of title to the Purchaser, including, but not limited to, transfer fees or community enhancement fees, shall be paid by ☐ Purchaser ☐ Seller.

12. **BROKER DISCLAIMER.** Seller and Purchaser agree that the Selling Agency & Listing Agency are acting only as real estate agents in this transaction and as such have no responsibility for and make no oral or written representations concerning the condition of the premises, terms of the sale or title to the Property, nor are they responsible or accountable for payment of the Purchase Price or for any other funds, except any portion of the Deposit actually received. Neither Agency guarantees payment of any check received as deposit money hereunder. Seller and Purchaser acknowledge that the Agencies: (1) give no guaranty or warranty of any kind, express or implied, as to the physical condition of the Property; (2) give no warranty, express or implied, as to the merchantability or fitness for a particular purpose regarding the Property; (3) give no guaranty or warranty concerning any inspection or report concerning the Property or the accuracy of any published square footage of the Property; (4) give no guaranties or warranties regarding any rental income or other economic benefit of the Property to Purchaser; (5) give no guaranties or warranties regarding any regime or property owner association special assessments which may apply to the Property; and (6) are not responsible for the accuracy of any information contained in the Seller's Property Condition Disclosure Statement.

Initials: Purchaser _____ Date _____ Seller _____ Date _____

13. **TITLE.** Seller shall convey marketable title to the Property to Purchaser in fee simple by proper deed in recordable form with covenants of general warranty, subject to normal utility easements, applicable restrictive covenants, governmental regulations and assessments. If an owner's title binder can be issued by an ALTA title insurance company at standard rates with standard exceptions for the Beaufort County and surrounding area, title shall be deemed to be marketable. Purchaser acknowledges that Selling Agency has recommended that an attorney examine the title to the Property on Purchaser's behalf. If the Property is a condominium or subject to covenants or restrictions, Purchaser shall have the obligation to verify all regime and property owner regular or special assessments.

14. **NON-RESIDENT TAX WITHHOLDING.** Seller shall comply with the provisions of South Carolina Code §12-8-580 and U.S. Internal Revenue Code §1445 (as amended) regarding withholding requirements for sellers who are not South Carolina or U.S. residents.

15. **NOTICE.** Each notice required or permitted to be given under this Contract ("Notice") must comply with the requirements of this Paragraph 15. Any such Notice shall be in writing and shall be deemed to have been given if delivered by hand, facsimile, sent by recognized overnight courier service (such as UPS or Federal Express), or mailed by certified or registered mail, return receipt requested, with postage prepaid and addressed:

- a. to the party at the address set forth on the signature Page 5 herein; or
- b. to the legal counsel for a party who has been retained by the party for the transaction contemplated by this Contract; or
- c. to the real estate agent identified on Page 6 as representing either the Purchaser or Seller.

16. **MEGAN'S LAW.** The Purchaser and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Purchaser and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Purchaser and Seller agree that the Purchaser and Seller have the sole responsibility to obtain any such information. The Purchaser and Seller understand that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

17. **STATUTORY AND OTHER ADDENDA.**

- a. In the event the Property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et. seq., South Carolina Code of Laws), an Addendum will be attached to this Agreement incorporating the required disclosures at Seller's expense.
- b. The Purchaser has ☐ has not ☐ reviewed a South Carolina Property Condition Disclosure Statement.
- c. The South Carolina Vacation Rental Act does ☐ does not ☐ apply to this transaction.
- d. This Contract applies ☐ does not apply ☐ to a residence built prior to 1978. If such residence was built prior to 1978, this Contract is subject to the Lead Based Paint Contingency Addendum and the Lead Based Paint Disclosure, both of which are attached hereto and incorporated herein.
- e. Flood Insurance is required ☐ is not required ☐ for any federally insured mortgage on the Property.
- f. An Inspection Report Addendum is ☐ is not ☐ attached to this Contract and incorporated herein by reference.
- g. A list of excluded items per Paragraph 4 is ☐ is not ☐ attached hereto and incorporated herein by reference.
- h. Also attached hereto and incorporated herein are the following Addenda:

Initials: Purchaser _____ Date _____ Seller _____ Date _____

18. **MISCELLANEOUS.** The invalidity or unenforceability of any provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid and unenforceable provision were omitted. This Contract may be executed in counterparts, each of which shall be deemed to be an original. The parties agree that any offer, counteroffer, and/or acceptance may be communicated by the use of facsimile (FAX) or other electronic media, e.g., e-mail, and that 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 originals were present on the documents in the handwriting of each party. This Contract shall be governed and construed in accordance with the laws of the State of South Carolina. No failure of a party to exercise any power or right granted hereunder or to insist upon strict compliance with any obligation specified herein, and no practice at variance with the terms hereof, shall constitute a waiver of said power or right unless expressly authorized in writing by the affected party. If either party is a corporation, limited liability company, trust, or partnership, it shall provide evidence that: (i) the persons executing this Contract are authorized to act on behalf of the entity, and (ii) that the entity is validly and legally existing and in good standing and the undersigned individuals agree that the principals of the purchasing entity will personally endorse any financing described above if required by the lender. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns. This Contract may not be assigned by Purchaser without Seller's written consent which consent shall not be unreasonably withheld. In the event of such approved assignment, the original Purchaser shall not be released from its obligations under this Contract, unless otherwise agreed. This Contract constitutes the entire agreement between the parties hereto and may be modified only in writing.

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED. PURCHASER AND SELLER SHOULD SEEK LEGAL ASSISTANCE IF THE CONTENTS OF THIS CONTRACT ARE NOT UNDERSTOOD. PURCHASER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT.

BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING, AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE BROCHURE.

IN WITNESS WHEREOF, the undersigned parties have executed this Contract on the date set forth beneath their respective signatures. The last date of execution of this Contract by a party, or, if applicable, the last date that the Contract was initialed by a party shall be the **effective date** of the Contract for purposes of all time periods set forth herein. A signature or initial by either party must be dated to be binding upon the other party.

WITNESSES:

Purchaser

Purchaser

Date

Purchaser's Address for Purposes of Notice:

WITNESSES:

Seller

Seller

Date

Seller's Address for Purposes of Notice:

Initials: Purchaser _____ Date _____ Seller _____ Date _____

Listing Agent: _____ Company: _____

LISTING AGENT IS ACTING ON BEHALF OF SELLER AS A (CHOOSE ONLY ONE)

☐ SELLER'S AGENT ☐ DUAL AGENT OR ☐ DESIGNATED AGENT

Selling Agent: _____ Company: _____

SELLING AGENT IS ACTING ON BEHALF OF PURCHASER AS A (CHOOSE ONLY ONE)

☐ BUYER'S AGENT ☐ SELLER'S AGENT ☐ DUAL AGENT OR ☐ DESIGNATED AGENT

(The foregoing form may be used only by members in good standing of the Hilton Head Area Association of REALTORS®.)

☐ This is the unmodified Hilton Head Area Association of REALTORS® recommended contract form.

☐ This form has been modified from that recommended by the Hilton Head Area Association of REALTORS®

Initials: Purchaser _____ Date _____ Seller _____ Date _____