CLOSING CHECKLIST

PLEASE RETURN WITH CLOSING PACKAGE

			BASIC INFO	ORMATION	
Property	Address		Disie in		
Property Address Buyer's Name			Seller's Name		
	ontact Info	rmation		Serier & I (diffe	
	Contact Inf				
	arranty (Bu				
HOA Due					
Closing D	Date & Tim	e			
					_
		S	CHEDULED DAT	ES (Month/Day/Yea	ar)
Appraisal					
CL-100					
HVAC					
Walk Thr					
Home Ins				Т	
		ım Due Da			
	*Addendu	ım Items C	Completion Date:		
			CLOSING FILI nents Are Requir		TS: Agents Must Initial
1	EARNES	T MONEY	(If We Are Holding)	
			`		
2. Commission Disburs3. Sales Contract		Schiefft			
4. Signed Property Disc		closure			
5. MLS Printout					
6. Copy of Earnest Money		nev			
7. Proof of Funds/Pre-A		•			
8. Buyers Agency Agre		• •			
9. Agency Disclosure F					
10. Home Inspection Se					
		Rughan	Signatura		Date
		DI OKEL S	Signature	L	ait .



Exit Real Estate Solutions 101 Rice Bent Way, Suite 9 Columbia, SC 29229 (803) 834-7444 phone (803) 834-7446 fax





CONTRACT OF SALE RESIDENTIAL

Revised June, 2011

1. PARTIES	: This Contract	t of Sale is entered	into on	20	hetween
) subject to approval by a Third		
2. PROPER thereon:	TY: Seller agree	es to sell and Buyer	r agrees to buy the following real	I property with improv	vements and fixtures
Lot	Block	Phase	Subdivision		· · · · · · · · · · · · · · · · · · ·
Address			Unit # City		Zip
TMS#			County of	, State	e of South Carolina.
3. PRICE: T	The purchase pri	ice is \$			
4. EARNEST	Γ MONEY:				
A. \$	Ear	mest money is paid	by: Check () Cash () Ot	ther ()	
В. \$	Ado	ditional earnest mo	ney to be delivered on or before		
C. Earnest me	oney to be held	in trust by			(Escrow Agent).
as required by returned because and Contract man interest-be	South Carolina e it is a fraudulent in any be voided at earing escrow as	law and the South instrument or due to in the Seller's option. ccount and that he	Carolina Real Estate Commission insufficient funds, the Agent holding ear Buyer agrees to and understante has the right to ownership of a state of the agent and interest to Espace.	n's rules and regulation rnest money will immediat ds that earnest money any interest accrued.	ns. If earnest money is ely notify the other Agery may be deposited in Buyer, through this
incurred in m until confirma	naintaining the a	account. Earnest in that funds have c	the accrued interest to Escrow money deposited in an escrow a cleared the bank. If a dispute an ney deposit, the deposit will be r	ccount will not be rel rises between Buyer a	eased to either Part and Seller concerning
until Escrow	_		elease signed by Buyer and Se t jurisdiction. See S.C. Code, Se	_	_
	is of ucicu by a		ract seeking the release of earn		
disbursement brought by Es	scrow Agent or		ty's and Escrow Agent's attorney		

5. TRANSACTION COSTS: Buyer's Transaction Costs include all closing costs generated by the type of financing selected, pre-paid recurring items, mortgage insurance and discount points. Seller's Transaction Costs include preparation of deed, any recording charge based on value of the Property (deed stamps), all costs necessary to deliver a marketable title (including recording of satisfaction), property taxes pro-rated to the day of closing and the real estate brokerage fee. Buyer's and Seller's Transaction Costs will be paid as follows: (Select, initial and date only one of the options below)
A. BUYER (Initials / Date SELLER (Initials / Date Buyer will provide or pay for all Buyer's Transaction Costs and Seller will provide or pay for all Seller's Transaction Costs as well as pay for Buyer's non-allowable costs if the financing type selected in Paragraph 6(A) is either VA or FHA.
<u>OR</u>
B. BUYER (Initials / Date SELLER (Initials / Date Seller will pay Buyer's Transaction Costs not to exceed \$ which includes non-allowable costs first (for VA or FHA financing) and then allowable costs. Buyer is responsible for any Buyer's Transaction Costs exceeding this amount. If the amount Seller has agreed to pay toward Buyer's Transaction Costs exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all Seller's Transaction Costs.
6. FINANCING: Buyer's obligation under this Contract is () is not () contingent on Buyer obtaining financing. Buyer and Seller acknowledge that all financing contingencies herein automatically expire five (5) Business Days prior to the closing date set forth in Paragraph 7 and this Contract will become non-contingent on financing unless otherwise agreed to in writing. If Buyer subsequently fails to close because of the inability to obtain financing, the Buyer will be in default of this Contract and earnest money will be released to Seller. See Paragraph 4 (D)
BUYER (_Initials /) Date SELLER (_Initials /) Date
A. FINANCING TYPE. Financing type will be Conventional (), FHA (), VA (), Seller (), Cash (no financing required) (), Other
Buyer or Buyer's Agent will immediately notify Seller or Seller's Agent if Buyer changes financing type. If the change in financing type modifies the terms of this Contract, then Seller will have the option of agreeing with the change or voiding this Contract. If Seller elects to void the Contract, earnest money will be released to the Buyer. See Paragraph 4(D).
Note: If Buyer utilizes FHA or VA financing, an FHA/VA Addendum signed by Buyer and Seller must accompany this Contract. Utilizing FHA or VA financing will require Seller to pay for certain loan-related closing costs termed "non-allowable costs". VA financing will additionally require Seller to pay for the cost of conducting the VA required termite (CL-100) inspection.
B. APPLICATION FOR FINANCING. If Lender financing is being used, Buyer will have five (5) Business Days from the date of Contract acceptance to apply for financing from Lender of their choice. Application will include advancement of any funds required by Lender and providing Lender's identity to Seller or Seller's Brokers. Buyer will also furnish Lender all documentation required for the processing of this loan in a diligent and timely manner.
1. Should Buyer fail to apply for the loan within five (5) Business Days, Buyer will be in default of this Contract and Seller will have the option of voiding this Contract with earnest money being released to Seller. Should the loan be denied while subject to a financing contingency, Contract will be voided and earnest money will be released to Buyer. See Paragraph 4(D).
2. If loan is rejected by initial lender or subsequent lenders, Buyer or Buyer's Agent must give written notice of each occurrence to the Seller or Seller's Agent immediately, and Seller will then have the option of continuing with or voiding the Contract. If Seller elects to void the Contract, the earnest money will be released to Buyer, provided it is not within (5) business days prior to closing See Paragraph 4 (D).
3. If Buyer elects to make any material change to their financial condition after Contract acceptance that negatively affects their ability to close the transaction, Buyer will be in default and earnest money will be released to Seller. See Paragraph 4(D).
4. Buyer gives permission to Lender to disclose any allowable pertinent information concerning Buyer's loan to any attorney representing Buyer or Seller and to the Buyer's and Seller's Brokers.
BUYER (/) SELLER (/)

C. SELLER FINANCING. If Seller financing is included in the financing of this Property, Buyer's and Seller's Brokers make no representations as to the creditworthiness of Buyer and suggest that Seller determine whether Buyer's credit is satisfactory. The terms of Seller financing should be noted in Paragraph 18 of this Contract or in a separate Addendum to this Contract.
D. CASH TRANSACTION. In a cash transaction, Buyer agrees to provide Seller or Seller's Broker, within five (5) Business Days of acceptance of this Contract, written verification of availability of funds from the source(s) of those funds. If Buyer fails to comply with the above requirement, then Seller will have the option of voiding this Contract and earnest money will be released to Seller. See Paragraph 4(D).
E. APPRAISAL CONTINGENCY. This Contract is () is not () contingent on lot or parcel with building and improvements thereon, if any, appraising according to Lender's appraisal, or other appraisal as agreed by Buyer and Seller for non-Lender financed transactions, for the selling price or more. If contingent, and lot or parcel with building and improvements thereon appraises for less than the selling price, the Buyer will have one business day after notification of the results of the appraisal to proceed with the consummation of this sale without regard to the appraised value or attempt to renegotiate this Contract. If after the one business day period, the Parties are unable to reach agreement on a renegotiated Contract then either party can terminate this Contract by providing written notification to the other. Upon termination, earnest money will be released to Buyer. See Paragraph 4 (D).
F. SELLER'S MORTGAGE PAYOFF. Seller gives permission to Closing Attorney to obtain Seller's mortgage payoff information. SELLER (_Initials /)
7. CONVEYANCE DATE OF CLOSING/POSSESSION: Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and to have prepared a general warranty deed, if applicable, free of encumbrances, except as herein stated. The deed will be prepared in the name(s) of
A. BUYER (Initials /)Date SELLER (Initials /)Date Seller will be obligated to vacate and give possession of the Property (free of debris and in a clean condition) to Buyer: at closing (), 24 hours after closing (), 48 hours after closing (), or in accordance with attached agreement ().
B. If Buyer has provided written loan commitment without additional conditions, or in a cash transaction Buyer has met the terms and conditions of Paragraph 6(D), but has not closed within the stipulated time limit of this Contract, both Parties agree to extend this Contract for a period not to exceed five (5) Business Days from the original closing date.
8. RIGHT OF BUYER TO INSPECT/RE-INSPECT PROPERTY: Buyer, or Inspectors selected by Buyer at Buyer's expense, will have the right to enter Property to inspect, examine and test the Property. For the purposes of this Contract, the term "Inspector" is defined as a person or company, licensed or certified where required by law, with specific, professional expertise or knowledge in property inspections, or in an item, building product or condition contained therein for which the Inspector is inspecting, examining or testing. Seller will make the Property available for all inspections and will have all utilities operational for the inspections, any re-inspections, appraisals and final walk through. Seller agrees to allow Buyer, or Inspectors selected by Buyer, the right to re-inspect the Property at Buyer's expense to determine if agreed upon repairs and/or replacements have been made. Buyer will also be allowed to perform a walk-through prior to closing to confirm that the Property has been maintained in compliance with Paragraph 11, if applicable, and that any personal Property to be transferred or conveyed is on the premises. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages arising out of, or related to, the exercise of these rights and will repair any damages resulting from same.
BUYER (/) SELLER (/)

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9. PROPERTY SOLD SUBJECT TO DUE DILIGENCE PERIOD:

(If Property being sold "As-Is" proceed to Paragraph 10 PROPERTY SOLD "AS-IS")

- A. DUE DILIGENCE PERIOD INSPECTIONS: Buyer will have a ten (10) Business Day Due Diligence Period beginning at time of final Contract acceptance, as defined in Paragraph 29(B), to conduct, at Buyer's sole expense, whatever non-destructive inspections, examinations and testing of the Property that Buyer deems appropriate and necessary. This will include, but is not limited to, conducting a risk assessment/test for lead-based paint and lead-based paint hazards, testing for environmental hazards, inspecting the heating and air (HVAC) system and inspecting for active infestations of and/or damage from termites, other wood destroying organisms, fungi and for any drainage problems (CL-100 inspection). If Buyer utilizes VA financing, Seller will be required to pay for the cost of conducting the VA-required termite (CL-100) inspection. Any re-inspections that may be required will also be at Buyer's expense. If this Contract is contingent on the sale and closing of Buyer's Property (See Paragraph 16A) then the Due Diligence Period will begin on the date Seller or Seller's Broker receives written notification that this contingency is removed.
- B. DUE DILIGENCE PERIOD EXTENSION: Notwithstanding other provisions to the contrary, in the event an inspector, in a written report provided to Seller or Seller's Broker prior to the expiration of the Due Diligence Period, recommends any additional study, inspection or evaluation of any product, item or condition in the Property, or the results of any tests conducted cannot be completed or produced prior to the expiration of the Due Diligence Period, then the Due Diligence Period may be extended by mutual agreement of Buyer and Seller through a written Addendum to this Contract. If Buyer and Seller cannot agree on an extension to the Due Diligence Period, then Buyer may proceed under the terms of Paragraph 9(C) based on available inspection reports or void this Contract and earnest money will be released to Buyer. See Paragraph 4(D).
- C. INSPECTION OPTIONS: Buyer will have the following options during the Due Diligence Period:
 - 1. Buyer can accept Property as inspected.
 - 2. If Buyer, in his sole discretion, determines the result of any inspection, examination or test conducted to be unsatisfactory, Buyer may terminate this Contract by providing entire copies of all inspection reports and written notice of termination to Seller's Broker prior to the expiration of the Due Diligence Period or any mutually agreed upon extension to this period and the earnest money will be released to Buyer See Paragraph 4 (D). If Buyer fails to give such notice prior to the expiration of the Due Diligence Period and any extension, Buyer will be deemed to have accepted the Property "As-Is" with Seller having no obligations to make any repairs or replacements to the Property and Buyer being obligated to proceed with the transaction in accordance with the terms of this Contract.
 - 3. If Buyer requests Seller make repairs and/or replacements to the Property, Buyer must submit complete copies of any inspection reports and an Inspection Repair Addendum, signed by the Buyer, identifying specific defects Buyer wants corrected, to Seller or Seller's Broker prior to the expiration of the Due Diligence Period or any mutually agreed extension to this period. If Buyer fails to submit complete copies of these reports and the Addendum to Seller or Seller's Broker prior to the expiration of the Due Diligence Period and any extension, Buyer will be deemed to have accepted the Property "As-Is" with Seller having no obligation to make any repairs or replacements to the Property, and Buyer will be obligated to proceed with the transaction in accordance with the terms of this Contract. If reports and Addendum are submitted within the Due Diligence Period and any extension, Buyer and Seller will then have five (5) Business Days from expiration of Due Diligence Period to negotiate the defects to be corrected by Seller, at Seller's expense, and sign the Addendum. If Buyer and Seller have not reached agreement on the Addendum by the end of this negotiation period:
 - a. Buyer and Seller may mutually agree to extend the negotiating period through written Addendum to this Contract, or;
 - b. Buyer will have one business day after the end of the negotiation period, or any extension to the period, to accept Property "As-Is" in current state with no repairs or replacements made by Seller by providing written notice to Seller or Seller's Broker, or;
 - c. If the negotiating period is not extended and Buyer does not accept Property "As-Is" within the time frame prescribed in the above Paragraph, then either party can terminate this Contract by providing written notice of termination to the other and earnest money will be released to Buyer. See Paragraph 4 (D). Seller's failure to respond to the Inspection Repair Addendum within the five (5) Business Day period will be deemed to be a refusal to do repairs/replacements.

BUYER	(/)		SELLER (/))
	Initials	Date		Initials	Date

D. FHA/VA APPRAISAL INSPECTIONS: If Buyer uses FHA or VA financing, the Property may be inspected by an Appraiser appointed by Lender. This inspection is not subject to time limitations or other requirements of the Due Diligence Period outlined above. If Appraiser identifies repairs to be made as a condition of loan approval and Seller elects not to make them, Buyer will have the option of paying for and completing the repairs prior to closing or voiding this Contract, with earnest money being released to Buyer. See Paragraph 4(D).				
10. PROPERTY SOLD "AS-IS": (If Selected Terms of Paragraph 9 do not apply) (Select, initial and date only one of the options below)				
A. BUYER (Initials /) SELLER (Initials /)				
<u>OR</u>				
B. BUYER (Initials / Date SELLER (Initials / Date) PROPERTY SOLD "AS-IS" - NO DUE DILIGENCE PERIOD All Parties agree that Property is being sold "As-Is", Seller will make no repairs or replacements, and Buyer elects not to have a Due Diligence Period. Buyer retains the right to inspect, examine and test the Property but waives both the right to request repairs or replacements and the right to void this Contract based on inspection results. 11. CONDITION OF PROPERTY: Except for property being sold "As-Is" per terms of Paragraph 10, after any inspections by Buyer and after repairs or replacements, if any, made as a result of any such inspections, Seller agrees to maintain the Property (including but not limited to, lawn, shrubbery, grounds and fixtures, equipment and systems that convey with the Property) and all improvements thereon in similar condition until the day of closing or the day possession is given, whichever occurs first. Seller warrants that to the best of his knowledge, information, and belief there are no conditions in the Property which would adversely affect the value when conditions are hidden by furniture, fixtures or window treatments currently in place in the Property.				
A. BUYER (_initials /) SELLER (/) e_t a_D Buyer and Seller agree that a Residential Property Condition Disclosure Statement, as required by S.C. Code, as amended, Section 27-50-10, et. seq., has been provided to Buyer by Seller prior to the final acceptance of this Contract. If Seller discovers, after his delivery of the Disclosure Statement to Buyer, any material inaccuracy in the Disclosure Statement or the Disclosure Statement is rendered inaccurate, misleading, incomplete or false in a material way by the occurrence of some event or circumstance, Seller will promptly make reasonable repairs needed to eliminate the deficiency and repair the damage caused by the occurrence or correct the inaccuracy by delivering a corrected disclosure statement to Buyer before closing. Buyer understands and agrees that Seller's Property Condition Disclosure Statement is not intended to replace inspections of the Property.				
<u>OR</u>				
B. BUYER (<u>Initials / Date SELLER (Initials / Date SELLER (Initials / Date Statement in accordance with S.C. Code, as amended, Section 27-50-30, Paragraphs (1-13).</u>				
BUYER (/_) SELLER (/_) Initials Date				

13. LEAD-BASED PAINT: Buyer is advised that if this Property was built prior to 1978, it may contain lead-based paint and that a "Disclosure of Information and Acknowledgement Lead-Based and/or Lead-Based Paint Hazards" form is hereby made an Addendum to this Contract and will be signed by both Buyer and Seller and their Agents.
14. HOME WARRANTY COVERAGE: Buyer and Seller agree that a home warranty providing at least twelve (12) months of coverage for the Buyer will () will not () be provided at closing. If applicable, the warranty premium will be paid by Buyer () Seller () in the amount of \$
15. PROPERTY DOCUMENTATION: (Initial and date after reviewing information in Paragraphs 15 A-D)
13. FROFERT I DOCUMENTATION: (Illitial and date after reviewing illiorination ill Faragraphs 13 A-D)
BUYER (<u>Initials</u> / <u>) Date</u> SELLER (<u>Initials</u> / <u>) Date</u> Buyer's and Seller's Brokers strongly recommend Buyer review existing Property documentation to include the most current plat, Covenants and Restrictions, and Seller's Property Condition Disclosure Statement before entering into this Contract. The Buyer's and Seller's Brokers also recommend that prior to closing on this Contract, Buyer have a survey of the subject Property made to verify land size/boundary dimensions, measure existing structures to verify square footage, have an examination as to the title to the Property, obtain owner's title insurance and the Buyer obtain appropriate hazard, flood, earthquake and wind/hail damage insurance coverage effective at the time of closing.
A. Seller represents that the Property is: Connected to - public/community sewer system () septic tank (). Connected to - public/community water system () well system () Other
B. Seller represents that to the best of Seller's knowledge, the Property is () is not () partly or entirely located within a designated Special Flood Hazard Area (flood zone). If Seller's response indicates that it is in a flood zone, Buyer understands that it may be necessary to purchase flood insurance in order to obtain a loan. If Seller's response indicates that the Property is not in a flood zone and, subsequent to Contract acceptance, it is determined that permanent improvements to the Property are within a flood zone causing Lender to require Buyer to purchase flood insurance as a condition of loan approval, then Buyer can terminate this Contract. Buyer will have three (3) Business Days after receipt of Notice from Lender to provide written Notice to Seller of the decision to terminate. Upon termination, earnest money will be released to Buyer. See Paragraph 4(D). Buyer's failure to provide written Notice to Seller within the three (3) Business Day period will be deemed Buyer's agreement to purchase flood insurance to close the transaction.
C. Seller represents that the Property is () is not () subject to a special assessment of any governing body, including, but not limited to, a homeowner's association/regime or otherwise. The special assessment fee is \$
D. Seller represents that the Property is () is not () subject to a mandatory association fee (i.e., homeowner's association/regime or otherwise). If the Property is subject to a mandatory association fee, the fee is \$ per and is payable to
16. ADDITIONAL CONTINGENCIES: (Initial and date either Paragraph A or B if applicable and Paragraph C if other contingencies apply)
A. SALE AND CLOSING CONTINGENCY
BUYER (Initials /) Date SELLER (Initials /) Date This Contract is contingent on the sale and
closing of the Buyer's Property not later than the closing date agreed to in Paragraph 7 of this Contract. Property is located at the
following address: Buyer's failure to disclose the existence of this contingency will constitute a default of this Contract and earnest money will be released to Seller. See Paragraph 4(D).
BUYER (

2. As long as this contingency remains in effect, Seller may continue to market Seller's Property and can accept a subsequent offer to purchase under the following terms:
a. Any subsequent offer that does not contain a sale and closing contingency may be accepted as a Primary Contract, with this contingent Contract becoming a Back-up Contract upon agreement of Buyer and Seller. If agreement cannot be reached, this contingent Contract will become null and void with earnest money released to Buyer. See Paragraph 4(D).
b. Any subsequent offer that does contain a sale and closing contingency may only be accepted as a Back-Up Contract.
3. If Buyer does not remove this contingency by the closing date in Paragraph 7, this Contract will become null and void unless both Parties agree to extend the closing date. If Contract is voided, earnest money will be released to Buyer. See Paragraph 4(D).
4. Once Buyer accepts a Contract of Sale on their Property with all contingencies removed or waived (other than financing), with any Due Diligence Period and/or repair negotiations completed, and with a closing occurring prior to the date and time scheduled for this closing, Buyer will provide written notice of this acceptance to Seller. This Contract will then become contingent on completion of the closing of the sale of Buyer's Property. See Paragraph 16(B) below.
B. CLOSING CONTINGENCY
BUYER (<u>Initials /) Date</u> SELLER (<u>Initials /) Date</u> This Contract is contingent on completion of the closing of the sale of Buyer's Property. The Contract the Buyer has accepted on his Property must have all contingencies other than financing, removed or waived with any due diligence period and/or repair negotiations completed, on or before Property is located at
1. Buyer to provide documentation of sale of Buyer's Property upon request.
2. Seller may continue to market Seller's Property for sale; however, any offer received will be negotiated as a Back-up Contract.
C. OTHER CONTINGENCIES
BUYER (Initials / Date SELLER (Initials / Date This Contract is contingent on:
17. FIXTURES AND PERSONAL PROPERTY: This sale includes all fixtures, equipment and improvements of any kind which now exist and are attached to or planted on the premises such as, but not limited to: shrubbery, trees, fences, shutters, blinds, lamp posts, mail boxes, storage sheds, lawn irrigation system and all related equipment, pool and spa equipment, window and door screens, storm windows and doors, garage door openers and remotes, satellite dishes, Seller-owned security systems, smoke detectors, gas logs, central vacuum system, landscape lighting, curtain/drapery rods, ceiling fans and remotes, attached mirrors, light bulbs, switch plates, heating and air system registers and built-ins, such as equipment, appliances, cabinets, furniture and shelves, unless otherwise agreed herein. Items of personal property other than those above may be sold separately by Bill of Sale.
BUYER () SELLER ()

1. Buyer represents that the Buyer's Property identified in Paragraph 16(A) above is () is not () currently listed with a

real estate company.

18. OTHER TERMS: If conflicting with pre-printed portions of this Contract, the following terms will control:
19. ADJUSTMENTS: Real estate taxes, homeowner association/regime fees, and rents when applicable, will be adjusted as of the date of closing. Tax prorations pursuant to this Contract are to be based on the tax information available and deemed reliable by the Closing Attorney on the date of closing and to be prorated on that basis. Buyer will be responsible for applying for any applicable tax exemptions. Buyer is also responsible for any tax increases due to change in ownership. Unless otherwise agreed, Seller will pay all regular and special homeowner's association assessments and all governmental assessments levied prior to closing and Buyer will pay for those assessments levied after closing.
20. FIRE OR CASUALTY: In case the Property herein is damaged wholly or partially by fire or other casualty prior to delivery of deed, Buyer will have the right for ten (10) Business Days after notice of such damage to terminate this Contract. Upon such termination, earnest money will be released to Buyer and neither party will have any further rights hereunder. See Paragraph 4(D). If Buyer elects not to terminate this Contract or fails to provide timely Notice of Termination, the Parties will proceed according to its terms.
21. DEFAULT: If Buyer or Seller fails to perform any of the terms of this Contract, the other may elect to seek any remedy provided by law including, but not limited to, attorney fees and actual costs incurred or terminate this Contract with written notice. Actual costs incurred will include all costs and expenses incurred or obligated for by Buyer, Seller or Brokers 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, attorney's fees and real estate brokerage fee for this sale. If Contract is terminated, both Parties will execute a written release of the other from this Contract and both will hold 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 a court of competent jurisdiction dictates legal disposition. If a court action is brought by Escrow Agent or Party to the Contract seeking the release of earnest money, the non-prevailing party in the action will be responsible for the prevailing Party's and Escrow Agent's attorney's fees and court costs.
22. MEDIATION: Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the services provided in relation 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 will include representations made by Buyer, Seller 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 agreements signed by the Parties pursuant to the mediation conference will be binding. S.C. Code, Ann. Section 15-48-10 et. seq. shall not apply to this Contract.
RIVED (/) SELLED (/)

Initials

Date

Initials

Date

23. ENTIRE BINDING CONTRACT: The Parties agree that this written Contract expresses the entire agreement between the Parties, that there is no other agreement, oral or otherwise, modifying the terms hereunder and that this Contract will be binding on both Parties, their principals, heirs, personal representatives, successors and assigns as state law permits.
24. NON-RESIDENT TAX: Seller covenants and agrees to comply with the provisions of S.C. Code, Section 12-8-580 (as amended) regarding tax withholding requirements of Sellers who are not residents of South Carolina as defined in said statute.
25. EXPIRATION OF OFFER: This offer from Buyer will be withdrawn at o'clockM. (Eastern Time) on unless accepted or countered by Seller in written form prior to such time.
26. TIME IS OF THE ESSENCE: Time is of the essence with respect to all provisions of this Contract that stipulate a specific period of time for performance. Failure of Buyer or Seller to complete any provision of this Contract within the stipulated period of time for completion of the provision will constitute, where applicable, a default of this Contract.
27. NOTICE AND DELIVERY: Notice means a unilateral communication, including offers, counteroffers and associated Addenda from one Party to this Contract to the other. Notice to a Broker or affiliated Agent representing a Party to this Contract will be deemed to be Notice to that Party. All Notices required under this Contract will be in writing and will be effective as of Delivery. Delivery methods may include hand-carried, sent by professional courier service, by United States mail, or by facsimile (fax) or e-mail transmission. A faxed or e-mailed signature of a Party to this Contract will constitute an original signature binding upon that Party. The Parties agree that Delivery will be deemed to have occurred either on the day and at the time Notice is delivered by hand, by a professional courier service, or by United States mail (return receipt requested) or on the day and at the time Notice is sent by facsimile or e-mail transmission provided written confirmation of receipt is received by deliverer. No Party to this Contract will refuse Delivery in order to delay or extend any deadline established in the Contract.
28. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after closing, it will survive the closing and remain binding upon and for the Parties hereto until fully observed, kept or performed.
29. DEFINITIONS: A. A single Business Day is defined as a twenty-four (24) hour period beginning at 8AM of any week day (Monday through Friday). A Business Day may not begin or end on a Saturday, Sunday or Federal legal holiday. For the purposes of this Contract, the first Business Day will begin at 8AM of the Business Day following final Contract acceptance. All deadlines/timelines set forth in the Contract will begin at 8AM of the first Business Day following the date of final Contract acceptance unless otherwise agreed to by Buyer and Seller.
B. Successful negotiation of this offer will have been completed when one of the Party's to the negotiation places the final, required signatures and/or initials on this offer. Contract acceptance will occur at the date and time when this Party subsequently delivers a copy of this executed document to the other Party. The Party receiving the executed document will be responsible for filling in the final Contract acceptance date and time on the last page of this Contract. If a Party is unrepresented, they will assume responsibility for filling in the required information.
C. In this Contract, closing is defined as the date and time that the Closing Attorney disburses funds.
D. The term Broker is also deemed to include affiliated Agent(s) of the Buyer's and Seller's Brokers.
30. HUD-1 SETTLEMENT STATEMENT RELEASE: Seller and Buyer authorize the Closing Attorney to furnish to Buyer's and Seller's Brokers copies of the HUD-1 Settlement Statement for the transaction.
31. MEGAN'S LAW: Buyer and Seller agree that the Buyer's and Seller's Brokers and all affiliated Agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry and that no course of action may be brought against the Buyer's and Seller's Agents and all affiliated Agents for failure to obtain or disclose such information. The Buyer agrees that the Buyer has the sole responsibility to obtain any such information which may be obtained from appropriate law enforcement officials.
BUYER (/) SELLER (/) Initials Date Date Date

- 32. NON-RELIANCE CLAUSE: Both Buyer and Seller execute this Contract freely and voluntarily without reliance upon any statements, representations, promises or agreements by the Buyer's and Seller's Brokers except as set forth in this Contract. Buyer and Seller acknowledge that the Buyer's and Seller's Brokers are being retained solely as Real Estate Agents and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector or other professional service provider. Buyer and Seller are legally competent to enter into this Contract and to fully accept responsibility for it. This is a legally binding Contract. Buyer and Seller should seek legal advice prior to entering into this Contract if, after having read it, its contents and provisions are not understood. Both Buyer and Seller acknowledge receipt of a copy of this Contract and acknowledge receiving, reading and understanding South Carolina Real Estate Commission's Agency Disclosure Brochure.
- 33. DISCLAIMER: Buyer and Seller acknowledge that Buyer's and Seller's Brokers give no warranty of any kind, expressed or implied, as to: (1) physical condition of the Property or as to condition of or existence of improvements, services or systems including but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage/septic, electrical systems or to structure; (2) condition of the Property, any matters which would be reflected by a current survey of the Property or the accuracy of the square footage heated or unheated; (3) title to the Property including the existence or absence of easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like; (4) fitness for a particular purpose of the Property or improvements; (5) Property being purchased being in compliance with necessary zoning ordinances and restrictions; (6) projected income, value, or other possible benefits to Buyer.

CONTRACT ACCEPTED BY BOTH P	ARTIES ATO'CLOCKM (ET) ON _	DATE
This section is not to be comple	ted until the conditions of paragraph 29B ar	e fulfilled
Sener's Agent/Company acknowledges Sene	is a Chefit () Customer ().	Agent's reiephone Number
Seller's Agent/Company acknowledges Selle	er is a Client () Customer ()	Agent's Telephone Number
Buyer's Agent/Company acknowledges Buy	er is a Client () Customer ().	Agent's Telephone Number
Seller's Signature	Seller's Printed or Typed Name	Date
(L.S.)	
Seller's Signature	L.S.) Seller's Printed or Typed Name	Date
Buyer's Signature	L.S.) Buyer's Printed or Typed Name	Date
Buyer's Signature	L.S.) Buyer's Printed or Typed Name	Date

NOTE: Once the above Contract acceptance date and time are filled in a copy of this Contract should be promptly forwarded to the other Party.

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EXCLUSIVE RIGHT TO BUY

REALTORS EQUAL HOUSING OPPORTUNITY	'ER AGENCY CONTRACT
Buyer's exclusive agent, subject to the terms exclusive agent, Buyer agrees to conduct all no Broker, and refer to Broker all inquiries made to	Company ("Broker") as and conditions stated in this Contract. By appointing Broker as Buyer's egotiations for the types of property described in Section 2 below through Buyer about such properties from other brokers, salespersons, sellers and tion" as used in this agreement shall mean property shown, negotiated, or
property) described as follows: Type: Residential Commercial Indu General Description: Approximate Price Range: \$	
professional real estate knowledge and skills property which is available for purchase or least the Broker shall represent solely the interest of real property, and repudiate any agency or sub and shall not claim the subagency compensation represents the seller as well as the Buyer (i. information obtained within the confidentiality an information similarly obtained from the Buyer, w Broker may represent other buyers who may be completion of this agreement, Broker shall keep	rovide to Buyer a meaningful explanation of agency and shall use Broker's to represent the Buyer in a diligent and effective manner and to locate e and suitable to the Buyer; (b) if the Broker is not representing the seller, the Buyer in all negotiations and transactions regarding the acquisition of agency relationship with the seller or the company representing the seller offered to the selling broker in the Multiple Listing Service; (c) if the Broker e., disclosed dual agency), the Broker shall not disclose to the Buyer d trust of the fiduciary relationship with the seller, nor disclose to the seller ithout the consent of the party adversely affected by the disclosure; (d) the reconstruction in the same property as the Buyer. Upon the termination or confidential all information received during the course of this agreement or instructions from the client, except as provided for under South Carolina
will use his best efforts as Buyer's agent to lo negotiate acceptance of any offer by Buyer to pu	nder the laws of the State of South Carolina as a real estate broker. Broker ocate property of the type described in Section 2 of this contract and to urchase or lease such property. During the term of this Contract, Broker will g properties that appear to Broker to substantially meet the conditions set
property (previewing, etc.) only with Broker or E salesperson or seller; and (2) exclusively allow otherwise to represent Buyer; and (3) referring to or affiliated licensees; and (4) holding Broker provided to Broker by Buyer or Seller; (5) holding complete Seller's Property Condition Disclosur losses, expenses, or liability arising from the harm (B) Assist Broker and its Affiliated License purchase, lease or otherwise acquire by: (1) and written authorization to obtain verification Agreement; and (2) making himself available to to perform the promises of the Brokerage Engag (C) Provide Broker and its Affiliated License requirements of desired property; and (2) price re	ensees the following information: (1) general nature, location, and ange, and other terms and conditions relating to desired property. ttlement agent to furnish to Broker copies of the final HUD-1 settlement

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BUYER BUYER BUYER BROKER HAVE READ THIS PAGE

any prop Buyer's immedia	IPENSATION OF BROKER: Brokers fees will be deemed earned when Buyer is under contrapperty presented by Broker or negotiated by Buyer. This fee will be due and payable at a default. If Buyer defaults, the total compensation that would have been due Broker will be deately in cash from the Buyer. In consideration of the services performed by Broker under the type the services because the following fee(s): (CHECK ALL APPLICABLE SECTIONS)	losing or upon ue and payable
	a. Retainer Fee: Buyer will pay Broker a nonrefundable retainer fee of \$ upon the signing of this contract. This fee shall or shall not be credited against the Brokera	
	b. Service Fee: Buyer shall pay Broker a Service Fee of \$,, whether or not Buyer purchases any property. (Check applicab	to be paid on le sub-section.)
	☐ This Service Fee shall be the only fee due Broker from Buyer under the terms of this Contract. ☐ This Service Fee shall be credited against the Brokerage Fee described in subsection (c) be kept by Broker whether or not a Brokerage Fee is earned. ☐ This Service Fee shall be credited against the Brokerage Fee described in subsection (c) be kept by Broker whether or not a Brokerage Fee is earned, unless Buyer enters into a pur agreement. In the event that Buyer enters into a purchase and sale agreement, Buyer and Brokerabove Service Fee will be credited against the Brokerage Fee as defined below.	below and shall below and shall rchase and sale
	c. Brokerage Fee: Buyer shall pay Broker a Brokerage Fee which is the greater of \$	sed or leased by s Contract Buyer t, Buyer will pay e Brokerage Fee set forth in this
	d. Brokerage Fee: Broker shall obtain payment of the Brokerage Fee out of the transaction. paid by the cooperating broker as stated in the Multiple Listing Service or as agreed to by cooperating broker, or as agreed to by the Broker and Seller in a "For Sale By Owner" transaction be responsible for paying Broker the Brokerage fee.	the Broker and
6. TERM	M OF AGENCY: Broker's authority to act as Buyer's exclusive agent under the terms of this Contra	ct shall begin on
Buyer ac	SENT TO DISCLOSED DUAL AGENCY/DESIGNATED AGENCY: (INITIAL APPLICABLE CHOICE Buyer acknowledges receiving an explanation of the types of agency relationships that are offer and an Agency Disclosure Form at the first practical opportunity at which substantive contact of the Broker and Buyer. cknowledges that after entering into this written agency contract, agent might request a modificational agent or a designated agent in a specific transaction. If asked:	ed by brokerage ccurred between
	Permission to act as a dual agent will not be considered. Permission to act as a dual agent may be considered at the time I am provided with information party to a transaction. If Buyer agrees, Buyer will execute a separate written Dual Agency Agre Permission to act as a designated agent will not be considered. Permission to act as a designated agent may be considered at the time I am provided with inform other party to a transaction. If Buyer agrees, Buyer will execute a separate written Designated Agreement .	ement. mation about the
contracts	ER POTENTIAL BUYERS: Buyer understands that other potential buyers have entered into s with Broker which may involve the purchase or lease, through Broker of the same or similar proper is attempting to purchase or lease. Buyer consents to Broker's representation of such other buyers.	erty or properties
] BUYER [] BROKER HAVE READ THIS PAGE	Form 130 PAGE 2 OF 4

agreement with any other Broker, or has been given prior information about any property that is the subject of this Contract by any other Broker or salesperson, or has previously been shown any such property by any other broker or salesperson. If Buyer fails to tell Broker about such other broker's or salesperson's involvement, and Broker incurs any loss or damage as a result of any claim being brought against him on account of such involvement, due to no fault of Broker, then Buyer shall boay Broker all such losses and damages incurred by Broker because of such claim.
10. DISCLOSURE OF BUYER'S IDENTITY/CONFIDENTIALITY: The Broker \Box does or \Box does not have the Buyer's permission to disclose Buyer's identity to all property owners and other third parties. The Buyer is advised of the possibility that seller or seller's agent may not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by confidentiality agreement of the parties.
11. NONDISCRIMINATION: Broker and Buyer agree that all actions carried out under this contract shall be in full compliance with local, state, and federal fair housing laws against discrimination on the basis of race, creed, color, religion, national origin, sex, familial status, marital status, age or disabilities.
12. PROFESSIONAL COUNSEL: Buyer acknowledges that Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other professional service provider. Buyer agrees to seek professional advice concerning the condition of the property, legal, tax and other professional service matters.
13. 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 Buyer or Broker in connection with the services 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.
14. SEX OFFENDER REGISTRY INFORMATION: The Buyer and Broker agree that during the course of the agency relationship, referred to in the above mentioned agreement, the Broker and all affiliated agents shall not be responsible for obtaining or disclosing any information contained in the official South Carolina Sex Offender Registry. The Buyer understands that no course of action may be brought against the Broker or his affiliates for failing to obtain and disclose information contained in the official South Carolina Sex Offender Registry. The Buyer understands and agrees that the Buyer shall be responsible for obtaining any such information. The Buyer understands that Sex Offender Registry information may be obtained from the local Sheriff's Department or other appropriate law enforcement officials.
15. 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 Broker. It can be changed only by a subsequently written instrument signed by both parties.
16. CONTINGENCIES:
17. FACSIMILE AND OTHER ELECTRONIC MEANS: The parties agree that this Agreement 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.

[___] BUYER [___] BROKER HAVE READ THIS PAGE

THIS IS A LEGALLY BINDING AGREEMENT. BUYER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BUYER AND BROKER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT. BUYER AGREES TO RECEIVE COMMUNICATIONS FROM BROKER AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.

			Email:		
BUYER	Date	Time	Phone:		
			Fax:		
			Email:		
BUYER	Date	Time	Phone:		
			Fax:		
BUYER Address:					
			BY:		
BROKER/BUYER'S AGENT COMPANY			Broker/Licensee	Date	Time

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Agency Relationships in South Carolina

The SC Real Estate License Law, in Section 40-57-139 (A) (1) and (2), requires a real estate licensee to provide you this brochure and a meaningful explanation of agency relationships offered by the licensee's Company. This must be done at the first practical opportunity when you and the licensee have substantive contact.

Before you begin to work with a real estate licensee, it is important for you to know the difference between a broker-in-charge and associated licensees. The broker-in-charge is the person in charge of a real estate Company. Associated licensees may work only through a broker-in-charge. In other words, when you choose to work with any real estate licensee, your business relationship is legally with the Company and not with the associated licensee.

A real estate Company and its associated licensees can provide buyers and sellers valuable real estate services, whether in the form of basic **customer** services, or through **client**-level agency representation. The services you can expect will depend upon the legal relationship you establish with the Company. It is important for you to discuss the following information with the real estate licensee and agree on whether in your business relationship you will be a customer or a client

Now You Are a **Customer of the Company**

South Carolina license law defines customers as buyers or sellers who choose NOT to establish an agency relationship. The law requires real estate licensees to perform the following basic duties when dealing with *any* real estate buyer or seller as customers:

- Present all offers in a timely manner
- Account for money or other property received on your behalf
- Provide an explanation of the scope of services to be provided
- Be fair and honest and provide accurate information
- Disclose "adverse material facts" about the property or the transaction which are within the licensee's knowledge.

Unless or until you enter into a written agreement with the Company for agency representation, vou are considered a "Customer" of the Company, and the Company will not act as your agent. As a Customer, you should not expect the Company or its licensees to promote your best interest, or to keep your bargaining information confidential.

Customer service does not require a written agreement: therefore, you are not committed to the Company in any way.

You Can Become a Client

Clients receive more services than customers. If client status is offered by the real estate Company, you can become a client by entering into a written agency agreement requiring the Company and its associated licensees to act as an agent on your behalf and promote your best interests. If you choose to become a client, you will be asked to confirm in your written representation agreement that you received this brochure in a timely manner.

A seller becomes a client of a real estate company by signing a formal listing agreement with the Company. For a seller to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the seller and the Company which becomes the agent for the seller.

A buyer becomes a client of a real estate Company by signing a formal buyer agency agreement with the Company. For a buyer to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the buyer and the Company which becomes the agent for the buyer.

If you enter into a written agency agreement, as a Client, you can expect the real estate Company to provide the following client-level services:

- Obedience
- Loyalty
- Disclosure
- Confidentiality
- Accounting
- Reasonable care and skill

Client-level services also include advice, counsel and assistance in negotiations.

Single Agency

When the Company represents only one client in the same transaction (the seller or the buyer), it is called single agency.

Dual Agency

Dual Agency exists when the real estate Company has two clients in one transaction – a seller client and a buyer client.

At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the Company to represent both you and the other client in a disclosed dual agency relationship.

Disclosed Dual Agency

In a disclosed dual agency, the Company's representation duties are limited because a buyer and seller have recognized conflicts of interest. Both clients' interests are represented by the

Company. As a disclosed dual agent, the Company and its associated licensees cannot advocate on behalf of one client over the other, and cannot disclose confidential client information concerning the price negotiations, terms, or factors motivating the buyer/client to buy or the seller/client to sell. Each Dual Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

Designated Agency

In designated agency, a broker-in-charge may designate individual associated licensees to act solely on behalf of each client. Designated agents are not limited by the Company's agency relationship with the other client, but instead have a duty to promote the best interest of their clients, including negotiating a price. The broker-in-charge remains a disclosed dual agent for both clients, and ensures the assigned agents fulfill their duties to their respective clients.

At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the Company to designate a representative for you and one for the other client in a designated agency.

Each Designated Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

What to Look For in Any Agreement

When you choose client-level service, your written Agency Agreement or your agent should answer these questions:

- Can I work with other Companies during the time of the Agreement?
- What will happen if I buy or sell on my own without the agent?
- When will this agreement expire?
- How will the Company be paid for its services?

- Does this Company represent both buyers and sellers as clients?
- If so, what are the choices if two clients become involved in one transaction?
- What duties will the Company continue to provide me after the transaction is completed?

If you plan to become a client of a Company, the licensee will explain the agreement to you fully and will answer questions you may have about the agreement. Remember, however, that until you enter into a representation agreement with the Company, you are considered a customer and the Company cannot be your advocate, cannot advise you on price or terms, and cannot keep your confidences.

It's Your Choice

As a real estate consumer in South Carolina, it is your choice as to the type and nature of services you receive.

- You can choose to remain a customer and represent yourself while the Company represents the other party.
- You can choose to hire the Company for representation through a written agreement.
- If represented by the Company, you can decide whether to go forward under the shared services of dual agency or designated agency or to remain in single agency.

The choice of services belongs to you—the South Carolina real estate consumer.

This brochure has been approved by the S.C. Real Estate Commission for use in explaining representation issues in real estate transactions and consumers rights as a buyer or seller. Reprinting without permission is permitted provided no changes or modifications are made.

Agency Disclosure Brochure

Agency Relationships in Real Estate



South Carolina Department of Labor, Licensing and Regulation

South Carolina Real Estate Commission

PO Box 11847 Synergy Business Park, Kingstree Building 110 Centerview Dr., Suite 201 Columbia, SC 29210

Telephone: (803) 896-4400 **Fax:** (803) 896-4404

www.llr.state.sc.us/Pol/RealEstateCommission/

For Your Protection: Get a Home Inspection

Name of Buyer (s)	
Property Address	

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- evaluate the physical condition: structure, construction, and mechanical systems;
- identify items that need to be repaired or replaced; and
- estimate the remaining useful life of the major systems, equipment, structure, and finishes.

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- estimate the market value of a house;
- make sure that the house meets FHA minimum property standards/requirements; and
- make sure that the house is marketable.

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you.

Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

OMB Approval No: 2502-0538

(exp. 06/30/2006)

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.

I/we understand the importance of getting an independent home inspection. I/we have considered this before signing a contract with the seller for a home. Furthermore, I/we have carefully read this notice and fully understand that FHA will not perform a home inspection nor guarantee the price or condition of the property.				
I/We choose to have a home inspection performed.				
I/We choose <u>not</u> to have a home inspection performed.				
x x				

Signature & Date Signature & Date