

**NOTICE TO SELLER THAT BUYER IS EXERCISING THEIR RIGHT TO TERMINATE
THE OFFER TO PURCHASE AND CONTRACT (FORM 2-T)**

Buyer: _____ (“Buyer”)

Seller: _____ (“Seller”)

Property Address: _____ (“Property”)

1. **Contract.** Buyer and Seller entered into a contract for the purchase and sale of the Property on the Offer to Purchase and Contract (form 2-T) (“Contract”). The Effective Date of the Contract is _____.

2. **Termination by Buyer.** Buyer hereby terminates the contract between Buyer and Seller for the Property for the following reason(s) (check all applicable boxes):

- Non-receipt of a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract (see paragraph 15 of Contract)
- Seller’s election not to complete necessary repairs requested by Buyer (see Subsection (b) of Alternative 1 of paragraph 16 of Contract)
- Seller’s election not to remediate or failure of attempted remediation to bring radon level within satisfactory range (see Subsection (d) of Alternative 1 of paragraph 16 of the Contract)
- Reasonable estimate of total cost of Necessary Repairs equals or exceeds agreed-upon amount (see Subsection (e) of Alternative 1 of paragraph 16 of the Contract)
- Property does not appraise at a value equal to or exceeding the purchase price (see paragraph 7(c) of the Contract)
- Exercise by Buyer of option to terminate under Alternative 2 of the Contract (see Subsections (a) and (b) of Alternative 2 of paragraph 16 of the Contract)
- Inability of Buyer to obtain approval of the Loan described in Paragraph 5(a) of the Contract
- (applicable ONLY if second check box in paragraph 6 is checked) Exercise by Buyer of option to terminate under paragraph 6 of the Contract because, *without disclosure from Seller*, permanent improvements on the Property are located within a designated Special Flood Hazard Area according to the current FEMA flood map, *or* the Contract is subject to a Loan Condition and Buyer’s lender requires Buyer to obtain Flood insurance as a condition of making the Loan

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Buyer _____ Date _____ Time _____

Buyer _____ Date _____ Time _____

RELEASE OF EARNEST MONEY BY SELLER*

Seller acknowledges that Buyer is entitled to a refund of any earnest monies received in connection with the contract as a result of Buyer’s termination of the contract for the reason(s) set forth above, and hereby agrees that Escrow Agent may disburse any such earnest monies to Buyer.

Seller _____ Date _____

Seller _____ Date _____

*As set forth in paragraph 4(a) of the Contract, in the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker’s trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if the broker is holding the earnest money, the broker may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

