

## “SIMPLIFIED CONTRACT” – PURCHASE OF RESIDENTIAL REAL ESTATE IN SOUTH CAROLINA

(Fill in all blanks below. Options are identified by option boxes [☐]. Select options by placing a ✓, X, or other unambiguous mark in the appropriate box.)  
(The § symbol means “section” and refers to sections in the Detailed Terms of this CONTRACT which begin on Page 4)

### Part 1 – SUMMARY TERM SHEET

<b>OFFER DATE:</b> _____	<b>OFFER DEADLINE (§4):</b> _____	<b>EFFECTIVE DATE:</b> Defined in §4
<b>BUYER:</b> _____ _____ (If more than one person or entity are listed, they are referred to collectively as the “BUYER” in this CONTRACT.)		<b>SELLER:</b> _____ _____ (If more than one person or entity are listed, they are referred to collectively as the “SELLER” in this CONTRACT.)
<b>☐ BUYER AND/OR ☐ SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.</b>		
<b>The PROPERTY</b>	Street: _____ City, State, Zip: _____ County: _____ Subdivision: _____ Tax Map: _____ Lot#: _____ The PROPERTY is defined to include all buildings, fixtures, landscaping and all other improvements at the above address.	
<b>MLS NUMBER</b>	_____ (The listing number is to be noted only if applicable. The listing is not part of this CONTRACT. Anything to be conveyed other than the PROPERTY as defined above must be itemized in the REMARKS below or an addendum hereto.)	
<b>PURCHASE PRICE (§2.A):</b> \$ _____  <b>EARNEST MONEY (§2.A.3):</b> \$ _____		<b>SELLER-PAID BUYER CLOSING COSTS (§5.B.4):</b> \$ _____ ☐ Good Faith Estimate (or equiv.) of CLOSING COSTS attached. <b>EARNEST MONEY DEADLINE (§2.A.3):</b> _____ (Not applicable if EARNEST MONEY is delivered with this OFFER.)
<b>☐ VER. OF FUNDS</b>	<b>VERIFICATION OF FUNDS LETTER (§2.A.2):</b> ☐ <u>is attached</u> or ☐ <u>will be provided</u> by _____ at 5 P.M.	
<b>☐ FINANCING CONTINGENCY</b>	Subject to the other requirements of this CONTRACT relating to this contingency being satisfied (§3.A), this CONTRACT is contingent on BUYER obtaining financing as follows: <ul style="list-style-type: none"> <li>• The percentage of the PURCHASE PRICE to be financed is: _____ %.</li> <li>• The type of financing is: ☐ FHA, ☐ VA, ☐ Conventional, or ☐ Other (specify in REMARKS).</li> <li>• <b>LOAN APPLICATION DEADLINE DATE:</b> _____.</li> </ul> PRE-APPROVAL LETTER ☐ <u>is attached</u> ☐ <u>will be supplied</u> by _____ at 5 P.M.	
<b>☐ HOME SALE CONTINGENCY</b>	Subject to the other requirements of this CONTRACT relating to this contingency being satisfied (§3.B), this CONTRACT is contingent on the sale of BUYER’S present home located at: _____ <ul style="list-style-type: none"> <li>• ☐ BUYER’S present home is under contract and closing date is: _____                         <ul style="list-style-type: none"> <li>○ That contract(s) ☐ <u>is</u> delivered herewith or ☐ <u>will be</u> delivered by _____.</li> <li>○ Contingencies on that contract ☐ <u>have</u> ☐ <u>have not</u> been satisfied. If the latter, the unsatisfied contingencies are: _____</li> </ul> </li> <li>• ☐ BUYER’S present home is not under contract. It ☐ <u>is</u> ☐ <u>is not</u> listed. If listed, broker &amp; agent are (name, address, &amp; tele.): _____</li> <li>• ☐ <b>RIGHT OF FIRST REFUSAL</b> Addendum attached.</li> </ul>	
<b>☐ APPRAISAL CONTINGENCY</b>	Subject to the other requirements of this CONTRACT relating to this contingency being satisfied (§3.C), this CONTRACT is contingent on the APPRAISED VALUE of the PROPERTY being not less than the PURCHASE PRICE. <ul style="list-style-type: none"> <li>• ☐ <b>SELLER APPRAISAL PRICE OPTION</b> – if the APPRAISED VALUE is less than the PURCHASE PRICE, SELLER shall have the unilateral option to change the PURCHASE PRICE to the APPRAISED VALUE, in which case the CONTRACT shall proceed to CLOSING on that basis.</li> </ul>	

<b>NATURE OF TRANSACTION</b> (§7.A):	<input type="checkbox"/> <b>“AS IS with INSPECTION RIGHTS<sup>[*]</sup>”</b> (§7.C): <b>INSPECTION DEADLINE:</b> _____ at 5 P.M. <ul style="list-style-type: none"> <li>BUYER has the unilateral right to terminate this CONTRACT based on the condition of the PROPERTY prior to the INSPECTION DEADLINE (as provided in §7.C.2).</li> </ul>
	<input type="checkbox"/> <b>“INSPECTION RIGHTS<sup>[*]</sup> AND REPAIR RIGHTS”</b> (§7.D): <b>INSPECTION DEADLINE:</b> _____ at 5 P.M. <ul style="list-style-type: none"> <li><b>BUYER’S NOTICE OF REQUESTED REPAIR(S) DEADLINE:</b> Same as INSPECTION DEADLINE above.</li> <li><b>SELLER’S RESPONSE DEADLINE:</b> 5 P.M. of the _____ calendar day after receipt of <b>BUYER’S NOTICE OF REQUESTED REPAIR(S)</b>.</li> <li><b>BUYER’S REPLY DEADLINE:</b> 5 P.M. of the _____ calendar day after receipt of SELLER’S response to <b>BUYER’S NOTICE OF REQUESTED REPAIR(S)</b>.</li> <li><input type="checkbox"/> <b>BUYER NO-TERMINATION OPTION</b> – BUYER <b>WILL NOT</b> have the unilateral right to terminate this CONTRACT based on condition of PROPERTY prior to INSPECTION DEADLINE (as provided in §7.D.1).</li> </ul>

\*Inspections may only be by non-party, insured, SC licensed inspectors unless otherwise agreed in writing (§7.B.3).

<b>MISCELLANEOUS:</b>	<input type="checkbox"/> <b>HOME WARRANTY (§8):</b> A third-party, 1-year home warranty is to be purchased for the PROPERTY. The warranty company is: _____ . The warranty plan is: _____ . The cost is not to exceed: \$ _____, to be paid at CLOSING by <input type="checkbox"/> BUYER <input type="checkbox"/> SELLER.
	<input type="checkbox"/> <b>LEAD-PAINT DISCLOSURE (§9):</b> The PROPERTY may have been built prior to 1978. <b>If so, a completed lead-paint disclosure form (currently Form EPA-3 Sales) must be part of this Contract.</b>
	<b>WATER (§9):</b> <input type="checkbox"/> public, <input type="checkbox"/> individual well, or <input type="checkbox"/> other (specify in REMARKS below) <b>SEWER (§9):</b> <input type="checkbox"/> septic tank or <input type="checkbox"/> public sewer

<b>CLOSING DATE:</b>	_____ (on or before 5 P.M., see §5.A.2)
<b>CLOSING ATTORNEY:</b>	_____ (§5.A.2)
<b>ESCROW AGENT:</b>	_____ (§2.B)
<b>NAME(S) FOR DEED:</b>	_____ (§5.A.4)

<b>BUYER’S BROKER &amp; AGENT**:</b>	Company Name: _____
	Address & Telephone: _____
	Broker-in-Charge: _____ Lic. No. _____ Lic. Exp. _____
	Agent: _____ Lic. No. _____ Lic. Exp. _____
	Agent Telephone & Email: _____
BUYER is a <input type="checkbox"/> “client” or <input type="checkbox"/> “customer.”*** (As defined in S.C. Code §40-57-30(6) & (9).)	

<b>SELLER’S BROKER &amp; AGENT**:</b>	Company Name: _____
	Address & Telephone: _____
	Broker-in-Charge: _____ Lic. No. _____ Lic. Exp. _____
	Agent: _____ Lic. No. _____ Lic. Exp. _____
	Agent Telephone & Email: _____
SELLER is a <input type="checkbox"/> “client” or <input type="checkbox"/> “customer.”*** (As defined in S.C. Code §40-57-30(6) & (9).)	

\*\*Brokers and agents are listed for identification purposes only and are not PARTIES to this CONTRACT.  
\*\*\* If there are no “clients” involved in this transaction, see S.C. Code §40-57-135(l)(3) and §40-57-350(L).

<b>REMARKS (or other terms)</b> (if more space is needed, include additional REMARKS in an addendum):
_____
_____
_____
_____

**ADDENDA** (Addenda to this CONTRACT must be physically attached to this CONTRACT behind Part 2 below. Each page of each addendum should be numbered and initialed by both BUYER and SELLER.) **Number of addenda pages:** \_\_\_\_\_  
**Titles of the Addenda (or subjects covered):** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

BUYER and SELLER (the "PARTIES") agree that BUYER will buy from SELLER and SELLER will sell to BUYER the PROPERTY on the terms and conditions set forth above and in Part 2 (the "DETAILED TERMS") below\*:

_____	_____	_____
BUYER	DATE	TIME
_____	_____	_____
BUYER	DATE	TIME
_____	_____	_____
SELLER	DATE	TIME
_____	_____	_____
SELLER	DATE	TIME

\*In the event Part 2 is not attached and/or initialed, the PARTIES agree that the Part 2 in the version of this contract form posted online at [www.SimplifiedContract.com](http://www.SimplifiedContract.com) is incorporated by reference as if it were.

**Explanation of This Form & Invitation To Suggestions and Comments:** *This form arose out of wide-spread interest in simplifying and de-mystifying the process of buying and selling residential real estate in South Carolina and the need for a "simplified" but more thorough and detailed contract. To that end, this contract has been developed on a pro bono basis by legal counsel for SC RE Forms LLC to be made freely available on the terms below. The effort has been guided by a team of five brokers and agents who collectively have handled roughly 50,000 transactions either directly or in a supervisory capacity for buyers and sellers over more than 125 years. Another twenty or more agents and brokers have performed additional reviews and contributed further critiques. In addition, four attorneys with deep experience in litigation, contracts, and real estate transactions have reviewed and commented on the contract. Regardless of experience and effort, however, this contract can surely be improved. We invite you to send comments and suggestions to us at [comments@SCREFormsLLC.com](mailto:comments@SCREFormsLLC.com). Do not send questions or requests for advice, legal or otherwise. Those should be directed to your broker or attorney. As noted above, the latest version of these and related forms can be downloaded from: [www.SimplifiedContract.com](http://www.SimplifiedContract.com)*

**License Agreement/No Attorney-Client Relationship:** *SC RE Forms LLC is the owner of this document and has registered its copyright in order to prevent unauthorized changes and alterations. You are granted a non-exclusive royalty-free license to use this document, revocable only if you modify the form or the substance of any provision other than as allowed below or if you otherwise violate this license. You are authorized to add the information and make option selections identified on the SUMMARY TERM SHEET. Further, as required for any particular transaction, but not generally, you may add to or strike through any terms hereof. If you are a broker or association of realtors you are authorized to post this document in any online repository for access by your agents or members so long as you do not change the document or charge for access. In addition, you are authorized to create an online version coded to allow users to fill in the blanks and make option selections and then email or print out and also to use this form with DocuSign, HelloSign, zipForm, and equivalent programs and platforms, in every case so long as you do not change the substance or charge for access. You may not otherwise modify this document or create any derivative work. **Use of this and/or related forms confirms your agreement and understanding (i) that neither SC RE Forms LLC nor its counsel or other counsel who have reviewed these forms is your attorney, (ii) that they have no attorney-client relationship with you, and (iii) that they have not provided you any advice or warranty concerning such documents or their use.***

# “SIMPLIFIED CONTRACT” – PURCHASE OF RESIDENTIAL REAL ESTATE IN SOUTH CAROLINA

## Part 2 – DETAILED TERMS

1. **PURCHASE AND SALE:** BUYER and SELLER (the “PARTIES”) agree that BUYER will buy from SELLER and SELLER will sell to BUYER the PROPERTY on the terms and conditions set forth in this CONTRACT. The transfer of the PROPERTY from SELLER to BUYER is referred to in this CONTRACT as the “SALE.” The capitalized terms in this CONTRACT have the meanings stated in the SUMMARY TERM SHEET, or, if not defined there, the meanings first defined for them in this DETAILED TERMS part of this CONTRACT.

### 2. **PRICE / EARNEST MONEY / ESCROW AGENT / CERTIFIED FUNDS:**

A. BUYER shall pay SELLER the PURCHASE PRICE to purchase the PROPERTY.

1. In the event the FINANCING CONTINGENCY option is selected on the SUMMARY TERM SHEET, BUYER shall provide SELLER with a letter from a lender of BUYER’S choice stating that the lender is generally willing to lend BUYER sufficient funds to purchase the PROPERTY based on certain assumptions by the lender (a “PRE-APPROVAL LETTER”). The letter shall confirm lender’s review of BUYER’S credit report or rating. The letter shall be supplied with this CONTRACT or by 5 P.M. of such later date as stated on the SUMMARY TERM SHEET. If BUYER fails to provide the letter by the deadline, SELLER shall have the option, in addition to all other appropriate remedies, to declare the CONTRACT null and void. To validly exercise this termination right, SELLER must comply with Section 16.B below.

2. In the event the FINANCING CONTINGENCY option is not selected on the SUMMARY TERM SHEET, BUYER shall provide SELLER with a letter (“VERIFICATION OF FUNDS LETTER”) from BUYER’S banker, accountant or licensed financial adviser verifying that BUYER has sufficient funds to purchase the PROPERTY for the PURCHASE PRICE without the sale of another property or asset. The letter shall be supplied with this CONTRACT or by 5 P.M. of such later date as stated in the SUMMARY TERM SHEET. If BUYER fails to provide the letter by the deadline, SELLER shall have the option, in addition to all other appropriate remedies, to declare the CONTRACT null and void. To validly exercise this termination right, SELLER must comply with Section 16.B below.

3. The EARNEST MONEY is a portion of the PURCHASE PRICE. BUYER has delivered the EARNEST MONEY to the ESCROW AGENT unless an EARNEST MONEY DEADLINE is stated on the SUMMARY TERM SHEET, in which case BUYER shall deliver it to the ESCROW AGENT by 5 P.M. of that deadline date. If it is not delivered by the deadline (or if the check for the funds does not clear), SELLER shall have the option, in addition to all other appropriate remedies, to declare the CONTRACT null and void. To validly exercise this termination right, SELLER must comply with Section 16.B below. BUYER shall deliver the EARNEST MONEY to the ESCROW AGENT in the form of a personal check (if acceptable to SELLER), wire transfer, or certified funds. The PARTIES understand that BROKERS and AGENTS do not guarantee payment of any check(s) offered or accepted as EARNEST MONEY.

B. BUYER represents that ESCROW AGENT has agreed to promptly deposit the EARNEST MONEY into its trust account and to hold those funds in trust until CLOSING, at which time the funds shall be credited to BUYER, and to otherwise follow the terms of this CONTRACT relating to the ESCROW AGENT.

C. The balance of the PURCHASE PRICE shall be paid at CLOSING by or on behalf of BUYER. The funds shall be delivered to the CLOSING ATTORNEY prior to CLOSING in the form of a certified check or wire transfer unless otherwise instructed by the CLOSING ATTORNEY.

### 3. **CONTINGENCIES:**

A. If the FINANCING CONTINGENCY option is selected on the SUMMARY TERM SHEET, this CONTRACT is contingent on BUYER obtaining financing as indicated on the SUMMARY TERM SHEET, subject to the following:

1. BUYER shall make its best reasonable efforts to obtain such financing including applying to the lender of BUYER’S choice (“LENDER”) for the indicated financing by the LOAN APPLICATION DEADLINE DATE. (If no date is specified on the SUMMARY TERM SHEET, the deadline shall be 5 P.M. on the **tenth calendar day** after the EFFECTIVE DATE.) BUYER shall notify SELLER of the identity of LENDER by 5 P.M. on the **first calendar day** after making loan application. (BUYER may change LENDER without SELLER’S consent but only if the new LENDER can guarantee,

- based on best reasonable efforts, financing by the CLOSING DATE; BUYER shall notify SELLER of the identity of the new LENDER by 5 P.M. of the **first calendar day** after making loan application to the new LENDER.)
2. BUYER shall promptly pay LENDER all application fee(s) and other charges as LENDER may initially or later require to consider and fully process BUYER'S application.
  3. BUYER shall cooperate with and assist LENDER in good faith, including promptly supplying all information and documentation that LENDER or its agents or contractors request and taking all other steps reasonably required by LENDER.
  4. BUYER shall notify SELLER of any material development regarding BUYER'S financing (e.g., application, approval, denial, modification, change of lenders, etc.) by 5 P.M. of the **first calendar day** after learning of same.
  5. BUYER consents to LENDER disclosing pertinent information concerning BUYER'S ability to obtain financing to SELLER to the fullest extent not prohibited by law given such consent.
  6. In the event BUYER is denied the financing identified on the SUMMARY TERM SHEET and subject to Section 16.C below, BUYER may terminate this CONTRACT by written NOTICE OF TERMINATION to SELLER by 5 P.M. of the **first calendar day** after learning of such denial.
- B. If the HOME SALE CONTINGENCY option is selected on the SUMMARY TERM SHEET, this CONTRACT is contingent on the sale of BUYER'S present home, subject to the following:
1. BUYER must have stated on the SUMMARY TERM SHEET whether the present home is under contract with all contingencies satisfied and a closing date in place or with contingencies remaining to be satisfied (and all such contingencies identified for SELLER), or whether BUYER'S present home is not under contract (and whether listed). This contingency shall be null and void if any of this information has not been provided.
  2. BUYER shall notify SELLER of each material event regarding the sale of BUYER'S present home by 5 P.M. of the **first calendar day** immediately following such event. Material events include, but are not limited to, the entry into a contract to sell BUYER'S present home; the termination, cancellation or modification (e.g., change in closing date) of a contract to sell BUYER'S present home; the satisfaction of any contingency in the contract to sell BUYER'S present home; the inability to satisfy, or delay in satisfying, a contingency in the contract to sell BUYER'S present home; and any other material issue with respect to a contingency in the contract to sell BUYER'S present home.
- C. If the APPRAISAL CONTINGENCY option is selected on the SUMMARY TERM SHEET, this CONTRACT is contingent on the APPRAISED VALUE being not less than the PURCHASE PRICE, subject to the following:
1. The appraisal shall be done by the LENDER'S appraiser if the CONTRACT is contingent on financing and BUYER'S appraiser if it is not contingent on financing. The APPRAISED VALUE shall be the value determined by that appraiser. BUYER agrees not to direct or interfere with or attempt to influence, and not to seek to direct or interfere with or attempt to influence, the appraisal in any respect either directly or indirectly.
  2. If the APPRAISED VALUE is less than the PURCHASE PRICE:
    - a. Subject to the following sub-section and to Section 16.C below, BUYER may terminate this CONTRACT by written NOTICE OF TERMINATION to SELLER by 5pm of the **third calendar day** after learning that the APPRAISED VALUE is less than the PURCHASE PRICE. SELLER may request a copy of the appraisal report by 5 P.M. of the **third calendar day** after receipt of the NOTICE OF TERMINATION. BUYER shall supply a copy of the report to SELLER by 5 P.M. of the **third calendar day** after SELLER'S request.
    - b. Notwithstanding the foregoing, if the SELLER APPRAISAL PRICE OPTION in the APPRAISAL CONTINGENCY portion of the SUMMARY TERM SHEET has been selected, SELLER shall have the option, by written notice to BUYER by 5 P.M. of the **third calendar day** after receipt of BUYER'S NOTICE OF TERMINATION (or after receipt of the appraisal report, if SELLER requested it), to unilaterally amend this CONTRACT to change the PURCHASE PRICE to equal the APPRAISED VALUE. If SELLER exercises that option, this contingency shall be satisfied and the PARTIES shall proceed to CLOSING with this CONTRACT so amended.
    - c. The PARTIES may alternatively by written amendment to this CONTRACT agree to any other revised PURCHASE PRICE and/or terms.

**4. OFFER DEADLINE / EXTINGUISHMENT / ACCEPTANCE / EFFECTIVE DATE OF CONTRACT:**

- A. This document, when first signed by a PARTY and presented to the second PARTY, is an offer from the first PARTY to the second to purchase or sell the PROPERTY.
- B. If it is not signed by the second PARTY without modification and delivered back to the first PARTY (consistent with Paragraph 15 below) by the OFFER DEADLINE, the offer expires and is extinguished.
- C. If it is modified by the second PARTY prior to the second PARTY signing and delivering it back, the original offer is extinguished and the modified document (a "counter-offer") becomes the pending offer.
- D. The process repeats until a pending offer is accepted by the recipient PARTY without modification, expires by its terms (i.e., the OFFER DEADLINE passes without acceptance), or is rejected by the recipient PARTY without a counter-offer.
- E. The acceptance of a pending offer by the recipient PARTY occurs when the recipient PARTY signs it without modification and delivers it back to the other PARTY. If the recipient PARTY has already signed the document, it may indicate its acceptance of the modifications by the other PARTY by placing its "initials" and the date thereof in the margin next to each modification.
- F. The EFFECTIVE DATE is the date upon which a pending offer is accepted by the recipient PARTY without modification and becomes a binding contract (this CONTRACT). This is evidenced by the date of the recipient PARTY'S signature on the pending offer (or initials on the other party's modifications, if the recipient PARTY has previously signed the document).

**5. CLOSING:**

**A. GENERAL:**

- 1. The PROPERTY shall be transferred from SELLER to BUYER at closing ("CLOSING") which shall take place on the CLOSING DATE on or before 5 P.M. The date may be changed only by written agreement of the PARTIES. The time, once set, may be changed by the Parties only by written agreement, subject to scheduling by the CLOSING ATTORNEY.
  - 2. The CLOSING ATTORNEY is the attorney who will close this transaction. If no CLOSING ATTORNEY is identified on the SUMMARY TERM SHEET, BUYER shall retain the CLOSING ATTORNEY and notify SELLER by 5 P.M. of the **third calendar day** after the EFFECTIVE DATE. If it has been agreed that SELLER will select the CLOSING ATTORNEY, the foregoing shall apply to SELLER.
  - 3. At CLOSING, SELLER shall convey marketable fee simple title to the PROPERTY and deliver to BUYER a proper general warranty deed, free of liens and encumbrances, except subject to all 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 or value of the PROPERTY) and to all government statutes, rules, ordinances, and regulations.
  - 4. SELLER shall be responsible for having the new deed prepared and delivered to the CLOSING ATTORNEY if not to be prepared by the CLOSING ATTORNEY. The name(s) on the deed shall be the NAME(S) TO BE USED ON THE DEED in the SUMMARY TERM SHEET.
  - 5. SELLER and BUYER authorize and direct the CLOSING ATTORNEY to furnish to the other and all brokers and agents involved in this transaction copies of the preliminary and final settlement statement(s) for the transaction, including an American Land Title Association ("ALTA") Estimated Settlement Statement, to the extent not prohibited by law.
- B. COSTS RELATING TO CLOSING:** There will be various costs associated with the CLOSING of the SALE and which are paid at the time of CLOSING by BUYER and SELLER as follows:
- 1. **SELLER'S TRANSACTION COSTS:** These are the costs related to deed preparation, deed recording, paying off mortgages and liens on the PROPERTY, fifty percent of any HOA transfer fees, and all recording or "satisfaction" fees or other costs associated with such payoff(s) including (unless otherwise agreed in writing) deed stamps. SELLER is responsible for these.
  - 2. **BUYER'S BORROWING COSTS:** These are the non-optional expenses required by the LENDER for BUYER to obtain financing as indicated on the SUMMARY TERM SHEET, including discount points, prepaid items, private mortgage Insurance, FHA-MIP or VA Funding Fees, and lender's title insurance. BUYER is responsible for these

except to the extent SELLER has agreed to SELLER-PAID BUYER CLOSING COSTS on the SUMMARY TERM SHEET, as discussed in Section 5.B.4 below.

3. **BUYER'S TRANSACTION COSTS:** These include all other costs associated with the CLOSING which are not required by the LENDER, including, but not limited to, inspections, survey(s), owner's title insurance, administrative fee(s) charged by BUYER's broker/agent, fifty percent of any HOA transfer fees, and (if agreed in writing) deed stamps. BUYER is responsible for these.

4. **SELLER-PAID BUYER CLOSING COSTS:** If any amount is stated on the SUMMARY TERM SHEET for SELLER-PAID BUYER CLOSING COSTS, this refers to the portion of BUYER'S BORROWING COSTS up to which SELLER has agreed to pay at CLOSING. If SELLER-PAID BUYER CLOSING COSTS exceeds the BUYER'S BORROWING COST (or the portion of BUYER'S BORROWING COSTS that the LENDER will allow SELLER to pay, if lower), the SELLER-PAID BUYER CLOSING COSTS will automatically be reduced to equal BUYER'S BORROWING COSTS (or the portion of BUYER'S BORROWING COSTS that the LENDER will allow SELLER to pay, if lower). SELLER'S agreement to pay SELLER-PAID BUYER CLOSING COSTS is contingent on the CLOSING actually occurring, full payment being received, and net proceeds being disbursed in accordance with this CONTRACT.

C. **OTHER ALLOCATIONS OR CHARGES THAT WILL BE SETTLED AT CLOSING:** Taxes, fuel(s) surcharges, rents, other fees associated with rentals, homeowner's association fees, solid waste and other governmental fees as well as utility bills for which service cannot be terminated as of the CLOSING DATE will be prorated as of the CLOSING DATE. As to those that have already been paid by SELLER before CLOSING, the portion attributable to the period after CLOSING shall be paid by BUYER to SELLER as part of the CLOSING. As to those that will be paid by BUYER after CLOSING, the portion attributable to the period before CLOSING shall be paid by SELLER to BUYER as part of the CLOSING. Tax prorations will be based on the tax information available on the CLOSING DATE, and changes in tax rates and the homestead exemption for BUYER versus SELLER shall be accounted for. Prorations at closing shall be final except as follows: in the event a tax, governmental fee, or other prorated item is prorated based on an estimated bill or an amount that is on appeal, and if/when the actual bill is received or the appeal is resolved the proration is incorrect by more than \$100, BUYER and SELLER agree to make the appropriate adjustment between themselves as are necessary to have the correct proration. Notwithstanding any suggestion to the contrary above, any special assessment applicable to the PROPERTY and approved by the relevant board or other authority prior to CLOSING shall be the responsibility of SELLER in full unless otherwise agreed in writing.

## 6. POSSESSION:

A. SELLER shall convey possession of the PROPERTY to BUYER at the time of CLOSING, along with all keys, codes, and any remotes, available documents relating to the PROPERTY (e.g., manuals, equipment warranties, service information), subject to the net proceeds of the SALE having been properly disbursed. If another time of possession is desired, the PARTIES must enter into a separate addendum including an interim occupancy agreement (if possession is to occur before CLOSING) or a post-closing occupancy agreement (if possession is to occur after CLOSING). In that case, the duties of SELLER concerning the condition of the PROPERTY shall terminate as of CLOSING or BUYER'S possession, whichever is earlier. **TO BUYER: IT IS STRICTLY FORBIDDEN TO ENTER UPON THE PROPERTY, TO PLACE MATERIALS OR ITEMS ON THE PROPERTY, TO TAKE POSSESSION OF THE PROPERTY IN ANY RESPECT OR DEGREE, OR TO MAKE ANY CHANGES TO THE PROPERTY PRIOR TO CLOSING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SELLER.**

B. The PROPERTY shall be conveyed vacant, reasonably clean (meaning, "broom swept"), and free of trash and debris. **TO SELLER: SELLER MAY LEAVE A REASONABLE AMOUNT OF TRASH INSIDE APPROVED CONTAINERS (NOT OVERFLOWING) FOR PICKUP BY THE RELEVANT GOVERNMENTAL AGENCY OR PRIVATE COMPANY SERVICING THE PROPERTY. TRASH AND DEBRIS MUST NOT BE LEFT ON THE PROPERTY OR ON THE STREET BY THE PROPERTY.**

## 7. INSPECTIONS / CONDITION / REPAIRS / MAINTENANCE / WALK-THROUGH:

A. **NATURE OF TRANSACTION:** The PROPERTY is being sold either "AS IS with INSPECTION RIGHTS" or "INSPECTION RIGHTS AND REPAIR RIGHTS" as indicated on the SUMMARY TERM SHEET. (If neither option is selected on the SUMMARY TERM SHEET, the transaction is "AS IS with INSPECTION RIGHTS.")

B. **INSPECTION RIGHTS** are the BUYER's right to select one or more inspectors as defined in §7.B.3 below ("INSPECTOR" or "INSPECTORS") to perform at BUYER'S expense and risk a reasonable number of 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 (collectively "INSPECTIONS"). These INSPECTION RIGHTS shall be subject to the following terms.

1. BUYER will have until 5:00 P.M. on the INSPECTION DEADLINE to complete the INSPECTIONS. This period shall be referred to as the INSPECTION PERIOD. Note: Permission to access the PROPERTY after the INSPECTION DEADLINE shall be at the SELLER'S discretion except as provided in Sections 7.D.5 and 7.F below.
2. INSPECTIONS shall take place during normal business hours and on such dates and at such times as are reasonably agreed by the PARTIES. SELLER will have appropriate utilities in service for INSPECTIONS and re-INSPECTIONS, appraiser visits (which are not limited to the INSPECTION PERIOD), and the final walk through.
3. INSPECTORS shall not be a PARTY to this CONTRACT, shall be insured, and shall be licensed by the State of South Carolina in the subject area they are inspecting (e.g., home inspectors licensed as home inspectors, contractors as contractors, engineers as engineers, etc.).
4. BUYER will indemnify and hold SELLER harmless from any liability arising as a result of any negligent, grossly negligent, reckless, or intentional acts or omissions of BUYER and of any INSPECTOR and/or their agents, and will repair any damages to the PROPERTY resulting from same.
5. SELLER shall have the right to continue to market the PROPERTY during the INSPECTION PERIOD and to accept backup offers for the purchase of the PROPERTY (second, third, fourth, etc.).

C. **"AS IS with INSPECTION RIGHTS"**

1. BUYER agrees to accept the PROPERTY in its condition as of the EFFECTIVE DATE (subject to SELLER's duty to maintain in Section 7.E below) and with any and all defects and without warranty except for warranties of title and the warranties in this CONTRACT.
2. BUYER shall have INSPECTION RIGHTS and, subject to Section 16.C below, the right on or before the INSPECTION DEADLINE by written NOTICE OF TERMINATION to terminate this CONTRACT based on the finding(s) of INSPECTOR(S) relating to the condition of the PROPERTY but not, pursuant to this section, after the INSPECTION DEADLINE or on any other basis. SELLER shall have the right, upon written request by 5 P.M. of the third calendar day after receipt of BUYER'S NOTICE OF TERMINATION to a copy of the relevant sections of the INSPECTION report(s) substantiating the condition upon which BUYER bases termination. BUYER shall deliver same to SELLER by 5 P.M. of the third calendar day after SELLER'S request.

D. **"INSPECTION RIGHTS AND REPAIR RIGHTS"**

1. BUYER shall have the same right to terminate (and SELLER the same right to relevant sections of INSPECTION report(s)) specified in Section 7.C.2 above except as follows: if the BUYER NO-TERMINATION OPTION has been selected in the INSPECTION RIGHTS AND REPAIR RIGHTS section of the SUMMARY TERM SHEET, BUYER shall not have the Section 7.C.2 termination right.
2. In addition, BUYER shall have REPAIR RIGHTS which are defined as the right to request SELLER to make or pay for QUALIFIED REPAIRS.
  - a. QUALIFIED REPAIRS are defined as those which are based upon the findings of one or more INSPECTORS during the INSPECTION PERIOD and which fall in one or more of the following categories:
    1. Repairs required to mitigate the presence of any hazardous substances including Radon in excess of EPA standards for a habitable dwelling;
    2. Repairs required to correct any infestation, structural damage, or excessive moisture found by South Carolina licensed and bonded pest control operator and reported in a CL-100 Wood Infestation Report (structural damage must be confirmed by an South Carolina licensed structural engineer or contractor—if both are consulted the engineer's opinion shall control);
    3. Other repairs required to correct structural defects or damage as well as leaks in the roof or basement;
    4. Repairs required to place the heating, air conditioning, electrical and plumbing systems, and any appliances and mechanical equipment to be conveyed in an operative condition and functioning properly;
    5. Repairs required to cause the sewer or septic system, well or public water system, irrigation system, pool or spa, and any related equipment to function properly;



6. Repairs required to bring items up to the relevant code(s) which shall be the code(s), if any, in force at the time of the construction or modification (if a permit was required for the modification) of the relevant portion of the PROPERTY.
  7. Repairs to replace missing or cracked glass (SELLER is not obligated to repair or replace double glass panes which have lost their seal or become fogged);
  8. Repairs required by a VA, FHA or other LENDER-required appraisal.
- b. QUALIFIED REPAIRS do not include items outside the foregoing categories. By way of example only, QUALIFIED REPAIRS **DO NOT** include items relating to home maintenance (this does not affect SELLER'S duty to maintain in Section 7.E below), preventive maintenance, cosmetics, home improvement, energy efficiency, or landscaping. QUALIFIED REPAIRS also **DO NOT** include items relating to building or other codes which post-date the construction or modification of the relevant portion of the PROPERTY. Any request for repairs as to such items shall be invalid.
3. To exercise REPAIR RIGHTS:
- a. BUYER shall, prior to the INSPECTION DEADLINE, submit a written NOTICE OF REQUESTED REPAIR(S) on **FORM NRR** to SELLER listing all items (the "REQUESTED REPAIRS") which it contends are QUALIFIED REPAIRS.
    1. The NOTICE shall, for each REQUESTED REPAIR, identify the category in Section 7.D.2.a above in which BUYER contends the REQUESTED REPAIR falls and shall include the INSPECTION report(s) upon which BUYER relies for each REQUESTED REPAIR.
    2. If the NOTICE is late, SELLER shall have no obligation to make any REQUESTED REPAIRS. If the NOTICE fails to identify a qualifying category for a given REQUESTED REPAIR or identifies a category but the REQUESTED REPAIR does not fall in that category (or any other category), SELLER shall have no obligation as to that REQUESTED REPAIR.
    3. BUYER'S submission of a NOTICE OF REQUESTED REPAIR(S) shall constitute a waiver of the right to request further repairs and of any right under Section 7.D.1 or 7.C.2 to terminate the CONTRACT.
  - b. SELLER shall respond in writing to BUYER'S list of REQUESTED REPAIRS by the SELLER'S RESPONSE DEADLINE.
    1. The response shall identify any REQUESTED REPAIR which SELLER is unwilling to make because SELLER contends it is not a QUALIFIED REPAIR or for any other reason and shall explain why. SELLER will be deemed to have agreed that the other REQUESTED REPAIRS are QUALIFIED REPAIRS and to make them.
    2. If SELLER fails to provide a written response by the required date, SELLER shall be deemed to have agreed that all REQUESTED REPAIRS are QUALIFIED REPAIRS and to make them.
  - c. If SELLER refuses to make a QUALIFIED REPAIR, BUYER shall have the right, subject to Section 16.C below, to terminate this CONTRACT for that reason on or before BUYER'S REPLY DEADLINE but not afterwards.
  - d. If BUYER does not validly terminate this CONTRACT pursuant to the foregoing section, the QUALIFIED REPAIRS declined by SELLER will be the sole responsibility of BUYER. BUYER shall have no further or other right to request SELLER to make any repairs.
4. SELLER shall, no later than 5 P.M. of the **fifth calendar day** prior to the CLOSING DATE, complete all agreed-upon QUALIFIED REPAIRS and provide an itemized notice to BUYER confirming completion of same. The notice shall include receipts and invoices for all such repairs to the extent available.
5. BUYER shall be entitled after receipt of SELLER'S notice of completion and prior to CLOSING to have its INSPECTOR(S) re-inspect the agreed-upon QUALIFIED REPAIRS. The re-inspections shall be to confirm that the agreed-upon QUALIFIED REPAIRS have been completed and shall not involve personal preferences as to the method of repair.
- E. **DUTY TO MAINTAIN:** SELLER shall continuously maintain the PROPERTY in the same condition, including lawn, shrubbery and grounds, as on the EFFECTIVE DATE, ordinary wear and tear excepted, until CLOSING or possession, whichever occurs first.
- F. **FINAL WALKTHROUGH:** BUYER shall have the right to perform a final walk-through inspection at an agreed-upon time in the 48 hours prior to the earlier of CLOSING or possession to confirm that all of the PROPERTY (including all fixtures and any items indicated in the REMARKS or addendum hereto) is on the premises, that the PROPERTY has been maintained as required above in Section 7.E, and that SELLER has complied with Section 6.B above.
- G. **TERMINATION OF OBLIGATIONS.** *SELLER'S obligations under this Section 7 terminate at CLOSING or on the day of*

**BUYER'S possession, whichever comes first.**

8. **HOME WARRANTY:** BUYER has been advised as to the availability of a home warranty for the PROPERTY from a third-party provider. In the event the HOME WARRANTY option has been selected on the SUMMARY TERM SHEET, and the company, plan, and "not to exceed" cost has been stated there, a home warranty will be purchased for the PROPERTY consistent therewith. The cost of the warranty will be paid at CLOSING by the BUYER or SELLER as indicated on the SUMMARY TERM SHEET.

9. **WATER / WASTE SYSTEMS / LEAD-PAINT DISCLOSURE:** SELLER represents that the PROPERTY is connected to water and waste systems as indicated on the SUMMARY TERM SHEET. If the LEAD-PAINT DISCLOSURE option is selected on the SUMMARY TERM SHEET, SELLER represents that that structure(s) on the PROPERTY may have been built prior to 1978, in which case a lead-paint disclosure form (currently Form EPA-3 Sales) must be attached to and made part of this Contract.

10. **FIRE OR CASUALTY:** In the event the PROPERTY is destroyed or damaged by fire or other casualty prior to CLOSING, BUYER or SELLER each will have the option until 5 P.M. of the **tenth calendar day** thereafter (unless extended by agreement in writing) to proceed according to this CONTRACT, subject to any modifications agreed to in writing, or to terminate this CONTRACT by written NOTICE OF TERMINATION to the other PARTY. In the latter case, the EARNEST MONEY shall be refunded to BUYER.

11. **CRIME / MEGAN'S LAW:** BUYER and SELLER each agree that its broker and agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry or information concerning deaths, psychological stigma, clandestine or drug laboratories, and other crime information concerning or relating to the PROPERTY or the neighborhood or prior owners or occupants of the PROPERTY or the neighborhood. Such information may be obtained by BUYER from the local sheriff's department or other sources or law enforcement agencies.

12. **DISCLAIMER OF WARRANTIES:** BUYER understands and agrees that neither SELLER nor the brokers or their agents have made (and that they expressly disclaim) any warranties or guarantees, either express or implied, as to the condition of the PROPERTY including, but not limited to, warranties or guarantees concerning: termite infestation or damage, excessive moisture or water, air quality, roof or basement leaks, appliances, heating or air conditioning systems, utilities, accuracy of published square footage, plumbing (including the presence or lack thereof of polybutylene piping), sewage disposal systems, electrical systems, building materials, structural components of buildings or the presence of any hazardous substances including radon gas, lead, electro-magnetic fields, asbestos or mold. Further, BUYER understands and agrees that neither SELLER nor the brokers or their agents have made (and that they expressly disclaim) any warranties or guarantees, either express or implied, as to the condition or nature of the neighborhood of the PROPERTY or schools or other offsite issues or conditions; survey or title issues including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like; fitness for any particular purpose; legal matters or zoning ordinances or restrictions; or projected income, value, marketability, taxes, insurance, or other possible benefits to BUYER.

13. **INDEMNIFICATION OF BROKERS AND AGENTS:** BUYER and SELLER will each indemnify and hold its own broker referenced in the SUMMARY TERM SHEET of this CONTRACT and the broker's agents harmless from any and all claims from the other PARTY, and from any and all claims by inspectors, repair companies, or other service providers employed or retained by BUYER or SELLER, as the case may be (including those introduced or recommended by the broker or its agents as a courtesy) including without limitation, claims of breach of contract, concealment, misrepresentation, negligence and/or fraud. Such indemnification shall include the attorneys' fees and costs reasonably incurred by the broker or agent in responding to or defending against with such claims.

14. **TAXES / COMPLIANCE WITH LAWS:** SELLER and BUYER will comply with the laws of the State of South Carolina and the United States concerning taxes and all other matters. In particular, the PARTIES agree to comply with S.C. Code § 12-8-580, regarding state income tax withholding requirements if the SELLER is not a resident of South Carolina or otherwise

required.

#### 15. DELIVERY & NOTICE:

- A. The OFFER, any counter-offer and/or acceptance of any offer, as well as any other notice, response, or other communication (“Communications”) required to be given, shall be communicated by hand delivery, other overnight courier, or by electronic means, including, but not limited to, electronic mail. A Communication shall be deemed to have been given when delivered. A Communication via email shall be deemed delivered when sent, if sent to all of the email addresses provided for the agents listed for the relevant recipient PARTY in the SUMMARY TERM SHEET or such other or updated email or other addresses as are provided by Communication consistent with this section.
- B. Signatures, initials, and handwritten or typewritten modifications that are conveyed electronically 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 physical document in the handwriting of each PARTY.
- C. Communications from one PARTY to the other related in any manner to this CONTRACT or the PROPERTY shall be sent through the agents identified in the SUMMARY TERM SHEET and not directly to the other PARTY (unless agents have not been identified there). Each PARTY has authorized and directed the broker and agent(s) listed for that PARTY on the SUMMARY TERM SHEET to accept communications on its behalf and to convey those communications to that PARTY. Communications to or from the broker or agent(s) listed for a PARTY in the SUMMARY TERM SHEET shall be deemed to be notices or communications to or from the PARTY.

#### 16. AUTHORIZED TERMINATION / RETURN OF EARNEST MONEY

- A. Mutual Agreement. This CONTRACT may be terminated by the PARTIES on such terms as the PARTIES agree.
- B. By SELLER. This CONTRACT may be terminated by SELLER for the reasons stated in Section 2.A.1 (BUYER fails to timely deliver a PRE-APPROVAL LETTER), Section 2.A.2 (BUYER fails to timely deliver a VERIFICATION OF FUNDS LETTER), or Section 2.A.3 (BUYER fails to timely deliver the EARNEST MONEY). To exercise these rights SELLER must provide a NOTICE OF TERMINATION on FORM NT or the equivalent to BUYER by 5 P.M. of the **third calendar day** after the event triggering SELLER’S termination right. Upon SELLER’S timely delivery of a valid NOTICE OF TERMINATION pursuant to this section, the PARTIES shall have no rights or claims against each other or the brokers or agents. For the benefit of the ESCROW AGENT and the elimination of doubt, the PARTIES shall then promptly and without delay execute (i) a release confirming that the PARTIES have no rights or claims against each other or the brokers or agents and authorizing the ESCROW AGENT to return the EARNEST MONEY (if any) to BUYER, and (ii) any other documentation reasonably requested by the ESCROW AGENT.
- C. By BUYER. This CONTRACT may be terminated by BUYER for the reasons stated in Section 3.A.6 (Denial of Financing), Section 3.C.2.a (Failure to Appraise), Section 7.C.2 (“As Is With Inspection Rights”), Section 7.D.1 (Inspection Rights and Repairs Rights), and Section 7.D.3.c (SELLER refusal to make QUALIFIED REPAIRS).
  - 1. To exercise the right of termination under a given section, BUYER must comply with the provisions of that section and deliver to SELLER by the deadline set forth in that section a written NOTICE OF TERMINATION on FORM NT or the equivalent providing the reason for the termination and the remaining information requested by FORM NT. BUYER must also comply with the additional requirements of this Section 16.C.
  - 2. Upon timely delivery of a valid NOTICE OF TERMINATION and, unless SELLER agrees in writing otherwise, all “RELATED DOCUMENTATION” (see below), this CONTRACT shall be terminated, BUYER shall be entitled to return of the EARNEST MONEY, and the PARTIES shall have no further rights or claims against each other or the brokers or agents. For the benefit of the ESCROW AGENT and the elimination of doubt, the PARTIES shall then promptly and without delay execute (i) a release confirming that the PARTIES have no rights or claims against each other or the brokers or agents and authorizing the ESCROW AGENT to return the EARNEST MONEY to BUYER, and (ii) any other documentation reasonably requested by the ESCROW AGENT.
  - 3. “RELATED DOCUMENTATION” shall be as follows:
    - a. In the case of termination pursuant to Section 3.A.6 (Denial of Financing), the letter of denial from LENDER (the “denial letter”). If BUYER has received a denial letter prior to issuing the NOTICE OF TERMINATION, BUYER

shall include a copy with the NOTICE OF TERMINATION. If BUYER has not received the letter, BUYER shall, by noon of the day after delivery of the NOTICE OF TERMINATION, request a denial letter from the LENDER and shall email a copy of that request to SELLER. The request shall direct LENDER to email a copy of the denial letter to SELLER as well as to BUYER. BUYER shall also forward the denial letter to SELLER within twenty-four hours of receipt.

- b. In the case of termination pursuant to Section 3.C.2.a (Failure to Appraise), the appraisal report if requested by SELLER prior to the deadline in that section.
  - c. In the case of termination pursuant to Section 7.C.2 or 7.D.1, the relevant sections of the INSPECTION report(s) if requested by SELLER as provided in Section 7.C.2.
  - d. In the case of Section 7.D.3.c (SELLER refusal to make QUALIFIED REPAIRS), a copy of those pages of the applicable INSPECTION report(s) concerning the repairs at issue if not previously delivered.
4. A NOTICE OF TERMINATION that does not comply with the requirements above and of the specific section of this CONTRACT providing the termination right shall be null, void, and of no effect.

**17. DEFAULT / REMEDIES / MEDIATION:**

- A. If either PARTY fails to perform in any respect under this CONTRACT, the PARTY shall be in default. The other PARTY shall have the right to seek actual damages and/or, to the extent provided by law, specific performance or other relief. By way of example only and not limitation, a PARTY'S actual damages include all documented costs, expenses or obligations incurred for or by the PARTY or the PARTY'S real estate broker or agent in an effort to consummate this SALE. In the case of a breach by SELLER, such costs for BUYER include, but are not limited to: costs of loan application, credit report, appraisal, survey, inspections and reports, title examination and any fee or commission payable to brokers or agents as a result of the entry into this CONTRACT (except to the extent BUYER would have incurred any such costs irrespective of SELLER'S entry into this CONTRACT). In the case of a breach by BUYER, such costs for SELLER include, but are not limited to: the costs of repairs, house hunting trips, cleaning expenses, deposits, moving expenses, cancellation expenses, and any fee or commission payable to brokers or agents as a result of the entry into this CONTRACT (except to the extent SELLER would have incurred any such costs irrespective of BUYER'S entry into this CONTRACT).
- B. The state and federal courts of the county in which the PROPERTY is located shall have exclusive jurisdiction to adjudicate any such disputes arising out of this CONTRACT, and the PARTIES consent to venue and jurisdiction there.
- C. The prevailing PARTY in any legal action relating to this CONTRACT shall be entitled to recover, in addition to actual damages, its reasonable attorneys' fees and costs. If any PARTY'S broker or agent is made a party to any such lawsuit and prevails, the broker or agent shall be entitled to recover its reasonable attorneys' fees and costs from the PARTY that made it a party to the litigation.
- D. The ESCROW AGENT, in the case of any dispute, may either (a) continue to hold the EARNEST MONEY in trust until the matter is conclusively resolved by a court or arbitrator of competent jurisdiction or the PARTIES reach a written settlement agreement or (b) pay the funds into court in connection with an interpleader or similar action to the extent permitted by law. The ESCROW AGENT shall have no liability to either PARTY for refusing to release the EARNEST MONEY in a manner inconsistent with the foregoing, and the PARTIES shall jointly indemnify and hold the ESCROW AGENT harmless against any liability for same. The non-prevailing PARTY in any such dispute or legal action shall reimburse the ESCROW AGENT for the ESCROW AGENT'S reasonable attorney's fees and costs. In the event of settlement, the SELLER and BUYER shall each reimburse the ESCROW AGENT for one-half of those fees and costs.
- E. Any dispute relating in any way to this CONTRACT shall, prior to litigation, if reasonably possible and not clearly futile, be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. The following matters are excluded from the mediation requirement: (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; (d) any matter which is within the jurisdiction of a probate court; or (e) the filing of an interpleader action to resolve earnest money disputes. 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 require mediation under this provision; nor shall it constitute a breach of the duty to mediate.

## 18. MISCELLANEOUS:

### A. Construction and Interpretation.

1. What Is Included In This CONTRACT/Merger Clause. This CONTRACT includes the SUMMARY TERM SHEET, the DETAILED TERMS, and all addenda. It is the complete and exclusive statement of the agreement between the PARTIES as to the subject matter and supersedes and merges out of existence any and all prior discussions, representations, demonstrations, negotiations, correspondence, and writings concerning the subject matter of this CONTRACT.
  2. Binding On Heirs, Etc. This CONTRACT shall be binding on BUYER, SELLER, and the heirs, personal representatives, successors and assigns of both.
  3. Modifications/Amendments. This CONTRACT may be modified or amended only by a written instrument signed by all PARTIES
  4. Headings/Singular-Plural/Masculine-Feminine/Tense. The section and paragraph headings are for convenience of reference only and shall not be deemed to alter or affect any provision hereof. Where context or construction requires, all words applied in the plural shall be deemed to have been used in the singular, and vice versa; the masculine shall include the feminine and neuter, and vice versa; and the present tense shall include the past and future tense, and vice versa.
  5. Unenforceable Provisions. If any provision of this CONTRACT is or becomes or is held to be invalid or unenforceable, it shall be deemed amended to the narrowest extent necessary to conform to applicable laws so as to remain valid and enforceable or, if it cannot be so amended without materially altering the intentions of the PARTIES hereto, it shall be stricken and the remainder of this CONTRACT shall remain in full force and effect.
  6. Applicable Law. This CONTRACT shall be governed by, and construed and interpreted in accordance with, the laws of the State of South Carolina.
  7. Definition of "Day" and Deadlines. A "day" in this CONTRACT means a "calendar day," and a deadline on a given day means by 5 P.M. of that day, both unless otherwise expressly stated herein or otherwise agreed in writing.
  8. Sections /Sub-Sections/Cross-References. The various numbered and lettered paragraphs of this CONTRACT are referred to as "sections" or "sub-sections." A reference to a given section includes the sub-sections thereof.
  9. Options. Options are indicated on the SUMMARY TERM SHEET by option boxes ("☐"). Options are selected by placing a check ("✓") or "X" (or other unambiguous mark) in the appropriate option box.
- B. No Reliance. Each PARTY acknowledges that it has not relied upon any statements or representations by the other PARTY or agents or brokers not set forth in this CONTRACT or in the State of South Carolina Residential Property Condition Disclosure Statement" or the "State of South Carolina Residential Property Condition Disclosure Statement Addendum," each as completed by the SELLER as of the EFFECTIVE DATE or later amended by consent of BUYER (for example, prior to INSPECTION DEADLINE).
- C. Surviving Provisions. The following provisions survive CLOSING and remain binding upon and for the benefit of the PARTIES: Sections 5.C, 12-15, and 17-18.
- D. Relationships With Brokers and Agents. BUYER and SELLER each acknowledge receipt of a copy of the South Carolina Agency Disclosure Brochure, that agency relationships have been explained to it by its agent in this transaction, and that its relationship with its broker and agent is as indicated on the SUMMARY TERM SHEET (e.g., "client" or "customer") with the duties and limitations associated with that relationship under South Carolina law (S.C. Code §40-57-5 et seq.).
- E. No Waiver. Neither PARTY will be deemed to have waived any right by tolerating a breach or default by the other PARTY or by failing to exercise or enforce a right provided by this CONTRACT.
- F. TIME OF THE ESSENCE. Time is of the essence in this CONTRACT, which means that failure to comply with any of the deadlines or timing provisions in this CONTRACT shall constitute a breach of contract.

**END – Part 2 – DETAILED TERMS**