

CONTRACT OF SALE - OFFER AND ACCEPTANCE

This Contract of Sale - Offer and Acceptance (“Contract”) is entered into by and between:

("Purchaser") whose address is set forth on Signature Page, and

("Seller") whose address is set forth on Signature Page.

THE PURCHASER SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE.

ALL TIME PERIODS USED IN THIS CONTRACT SHALL BE CALCULATED BY CALENDAR DAYS AND NOT BUSINESS DAYS.

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

Legal: _____

Mailing: _____ (the "Property")

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

- a. Earnest Money ("Deposit") - delivered to Escrow Agent within ____ days of Effective Date \$ _____
- b. Additional Deposit to be paid by _____ \$ _____
- c. A First Mortgage for at least _____ years at prevailing interest rates and terms \$ _____
- d. Balance in collected funds at Closing \$ _____

3. FINANCING CONTINGENCY. If a mortgage is referred to in Section 2, this Contract is subject to the Purchaser obtaining a financing commitment from a Nationwide Mortgage Licensing System & Registry approved mortgagee or mortgage broker. Purchaser shall use best efforts to obtain financing and shall supply the prospective lender(s) with all requisite information.

a. Purchaser shall complete a loan application and must provide a prequalified letter from the lender within _____ days.

b. Purchaser shall obtain a loan commitment within _____ days (“Financing Contingency Period”).

All time periods run from the Effective Date defined on Signature Page. If Purchaser's bona fide loan application does not result in a commitment within the Financing Contingency Period, Purchaser shall have the affirmative obligation of providing written notice to Seller that the financing contingency has not been satisfied, and that the Purchaser has elected to terminate this

Initials: Purchaser _____ Date _____ Seller _____ Date _____

8. CONDITION OF PROPERTY. At Closing, all appliances and systems referenced in Section 4, including heating, air conditioning, electric, mechanical and plumbing systems, fireplace/chimney, irrigation, pool and spa, shall be in good working order, and their physical condition shall be subject to reasonable wear and tear regardless of age. Further, the structure shall be reasonably sound and the roof free of leaks at Closing. Purchaser, at Purchaser's expense, may have inspections of the Property performed by licensed professionals. All such inspections must be completed within _____ days of the Effective Date ("Inspection Period"). Within the Inspection Period, Seller or Seller's broker must be provided with a copy of all inspection reports, identifying any repairs for the Seller to address. Seller shall make repairs recommended in said report which are required under this Section 8. Seller shall respond to Purchaser's request for repairs within seven (7) days from receipt of the request for repairs. Purchaser and Seller agree that no repairs, other than those related to this Paragraph 8, are required unless said repairs are expressly included in this Contract. In the event that Purchaser and Seller cannot agree upon repairs requested by Purchaser pursuant to this Contract, Purchaser shall have the option of (a) accepting the Property with the repairs, if any, that Seller is willing to pay for; or (b) terminate the Contract by written notice delivered to Seller within seventy-two (72) hours of receipt of Seller's response. In the event the agreed upon repairs are not completed by the Closing, then Purchaser shall have the option of (a) delaying Closing until the repairs are completed, or (b) if permitted by Purchaser's lender, Seller shall permit Purchaser's closing attorney to escrow funds from the sales proceeds at Closing in an amount equal to the cost of such repair(s). Other than the Property condition requirements set forth in this Section, the Property shall be conveyed in its present condition "As Is". "As is" means the Property shall be conveyed in the condition existing on the Effective Date, subject to the terms of this Contract. The Property is a resale property. It is not new construction. Normal wear and tear is to be expected. For example, appliance rust, overgrown or dead landscaping, tile or countertop cracks, missing or torn screens, uneven walkways or driveways and fogged windows, are considered normal wear and tear and are not subject to repair but windows shall open, close and operate as intended unless otherwise required by this Contract. Seller shall not be obligated to make the Property comply with current building codes if the Property was constructed in compliance with the then applicable building codes. The Property shall be habitable, and Seller must repair deficiencies which render the Property uninhabitable as determined by licensed professionals. Purchaser and/or Purchaser's representative shall be permitted to conduct a walk-through inspection prior to Closing to re-inspect the Property and verify the completion of any Seller repairs.

9. DEPOSITS/DEFAULT. The Deposit shall be applied toward the Purchase Price at Closing. Upon the failure of either party to comply with the terms hereof within the stipulated time, and after notice of said default is provided pursuant to the notice provisions of Section 15, with a 10 day right to cure, it is understood and agreed by and between the parties hereto that either party may proceed with all rights and remedies at law or in equity against the defaulting party. In the case of a Purchaser default, the Seller may elect, in lieu of all other remedies, the forfeiture of the Deposit as liquidated and agreed upon damages. The parties agree that the Escrow Agent shall not disburse the Deposit until Seller and Purchaser have executed a release form authorizing the disbursement or until a court of competent jurisdiction has directed a disbursement; provided, however, that Purchaser and Seller agree not to unreasonably withhold said consent. Upon the expiration of five (5) years from the date of the Closing without the written agreement of the parties directing the disbursement of the Deposit, or the initiation of a lawsuit to determine the distribution of the Deposit, Escrow Agent may disburse the Deposit to the South Carolina Treasurer as unclaimed property. In the event of any litigation commenced because of a default hereunder, the prevailing parties in such litigation shall be entitled to recover attorney fees and court costs from the non-prevailing parties. The parties hereto hereby acknowledge that the Deposit shall be held in escrow by _____ (the "Escrow Agent").

Due to potential criminal activity, parties are encouraged to verify all wire instructions with the Escrow Agent prior to remittance of funds. Additionally, the parties authorize the Escrow Agent to transfer the Deposit to the settlement agent in advance of Closing and confirm receipt of Deposit upon request of brokers affiliated with this Contract. The Escrow Agent shall not be required to institute or maintain any litigation unless indemnified to its satisfaction for its attorney fees, cost disbursements, and all other expenses and liabilities to which it may, in its judgment, be subjected in connection with this action. The Seller and Purchaser shall at all times indemnify the Escrow Agent against all actions, proceedings, claims and demands arising out of this transaction relating to the holding of the Deposit. In the event of a dispute between the Seller and Purchaser which cannot be resolved, the Escrow Agent shall have the option of depositing the Deposit into the Clerk of Court's Office, pending resolution of the disposition of said funds, and Escrow Agent shall bear no further responsibility for said Deposit.

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

Initials: Purchaser _____ Date _____ Seller _____ Date _____

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

The Property does ~~not~~ have a homeowners' association transfer fee, community enhancement fee, or initiation fee due upon the transfer of the Property. If applicable, said fee is based on a percentage of the Purchase Price or is a flat fee and shall be paid by the ~~Seller~~ Purchaser. The foregoing is not intended to include processing or administrative fees charged by owner association management agents, and such processing or administrative fees are to be paid by Seller.

12. BROKER DISCLAIMER. Seller and Purchaser agree that the brokers, as listed on page 7 of this Contract, are acting only as real estate agents or brokers in this transaction and as such have no responsibility for and make no oral or written representations concerning the condition of the premises, terms of the sale or title to the Property, nor are they responsible or accountable for payment of the Purchase Price or for any other funds, except any portion of the Deposit actually received. Purchaser and Seller are responsible for seeking legal advice on their own behalf prior to entering into this Contract and shall not rely on real estate agents or brokers to provide legal advice. Neither broker guarantees payment of any check received as deposit money hereunder. Seller and Purchaser acknowledge that the brokers: (1) give no guaranty or warranty of any kind, express or implied, as to the physical condition of the Property; (2) give no warranty, express or implied, as to the merchantability or fitness for a particular purpose regarding the Property; (3) give no guaranty or warranty concerning any inspection or report concerning the Property or the accuracy of any published square footage of the Property; (4) give no guaranties or warranties regarding any rental income or other economic benefit of the Property to Purchaser; (5) give no guaranties or warranties regarding any regime or property owner association special assessments which may apply to the Property; and (6) are not responsible for the accuracy of any information contained in the Seller's Property Condition Disclosure Statement. The Selling Agent, or the transaction broker providing services to Purchaser, recommends that the Purchaser obtain professional inspections of the Property.

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

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

Initials: Purchaser _____ Date _____ Seller _____ Date _____

15. Notice. Each notice required or permitted to be given under this Contract (“Notice”) must comply with the requirements of this Section 15. Any such Notice shall be in writing and shall be deemed to have been given if delivered by hand, email (provided that the recipient returns emailed confirmation of receipt), facsimile, recognized overnight courier service (such as UPS or Federal Express), or mailed by certified mail, return receipt requested, with postage prepaid and addressed:

- a. to the party at the address set forth on Signature Page herein; or
- b. to the Seller or Purchaser’s real estate agent (or transaction broker) or closing attorney.

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

17. **STATUTORY AND OTHER ADDENDA.**

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

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

Initials: Purchaser _____ Date _____ Seller _____ Date _____

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED. PURCHASER AND SELLER SHOULD SEEK LEGAL ASSISTANCE IF THE CONTENTS OF THIS CONTRACT ARE NOT UNDERSTOOD. PURCHASER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING, AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE BROCHURE.

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

Purchaser

Purchaser

Date

Purchaser's Address for Purposes of Notice:

Email: _____

Seller

Seller

Date

Seller's Address for Purposes of Notice:

Email: _____

The Hilton Head Area Association of Realtors (“HHAAOR”) owns the copyright to this Contract, and HHAAOR expressly prohibits the unauthorized use of this Contract. This Contract may not be altered, duplicated, or distributed without the prior written consent of HHAAOR. This Contract may be used only by members in good standing of the HHAAOR.

This Contract is an unmodified or modified version of the HHAAOR form residential contract. If modified, all modifications must either be hand written or inserted in capitalized, bold text, so all parties are aware of the modifications to the HHAAOR form residential contract.

LISTING AGENT/BROKER IS ACTING ON BEHALF OF SELLER AS A (CHOOSE ONLY ONE) SELLER'S AGENT
DUAL AGENT DESIGNATED AGENT TRANSACTION BROKER

Listing Agent/Broker or Team MLS ID: _____

Company Name: _____

Address: _____

Company License No.: _____

Agent/Broker Name: _____

Agent/Broker SC Real Estate License No.: _____

Agent/Broker Email: _____

Agent/Broker Phone Number: _____

SELLING AGENT/BROKER IS ACTING ON BEHALF OF PURCHASER AS A (CHOOSE ONLY ONE) BUYER'S AGENT
SELLER'S AGENT DUAL AGENT DESIGNATED AGENT TRANSACTION BROKER

Selling Agent/Broker or Team MLS ID: _____

Company Name: _____

Address: _____

Company License No.: _____

Agent/Broker Name: _____

Agent/Broker SC Real Estate License No.: _____

Agent/Broker Email: _____

Agent/Broker Phone Number: _____

Initials: Purchaser _____ Date _____ Seller _____ Date _____