

subject to an HOA, this does not apply)

# **Seller Net Sheet**

Sales Price:
Sales Commission at 6%:
Buyer Concessions:
<b>Repairs</b> : \$2,000- estimate. Having pre-inspections is beneficial for knowing what's up with the house and determining this potential number.
Deed Stamps: (3.7 x )
Broker Processing: \$995
<b>Tax Proration</b> : (You will be refunded this money by your bank. They will mail you a check for any money remaining in your escrow account)
Warranty: \$540
Atty fee: \$450
Your share of the HOA charges up through the closing (will be charged to your side if you have not paid, and will appear as a credit if you have paid. If the home is not

\*Any costs incurred prior to listing the home are in addition to what is included here.\*

## SOUTH CAROLINA DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS



#### **South Carolina Real Estate Commission**

PO BOX 11847, Columbia, S.C. 29211-1847 Telephone: (803) 896-4400 Fax: (803) 896-4427

http://llr.sc.gov/POL/REC/

Pursuant to South Carolina Real Estate License Law in S.C. Code of Laws Section 40-57-370, a real estate licensee is required to provide you a meaningful explanation of agency relationships offered by the licensee's brokerage firm. 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 brokerage firm. 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 brokerage firm and not with the associated licensee.

A real estate brokerage firm 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 brokerage firm. 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**.

# You Are a Customer of the Brokerage Firm

South Carolina license law defines customers as buyers or sellers who choose <u>NOT</u> 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, provide limited confidentiality, and disclose "material adverse 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 brokerage firm for agency representation, you are considered a "customer" of the brokerage firm, and the brokerage firm will <u>not</u> act as your agent. As a customer, you should <u>not</u> expect the brokerage firm or its licensees to promote your best interest.

Customer service does not require a written agreement; therefore, you are not committed to the brokerage firm in any way <u>unless a transaction broker agreement or compensation agreement obligates you otherwise</u>.

### **Transaction Brokerage**

A real estate brokerage firm may offer transaction brokerage in accordance with S.C. Code of Laws Section 40-57-350. Transaction broker means a real estate brokerage firm that provides customer service to a buyer, a seller, or both in a real estate transaction. A transaction broker may be a single agent of a party in a transaction giving the other party customer service. A transaction broker also may facilitate a transaction without representing either party. The duties of a brokerage firm offering transaction brokerage relationship to a customer can be found in S.C. Code of Laws Section 40-57-350(L)(2).

# You Can Become a Client of the Brokerage Firm

Clients receive more services than customers. If client status is offered by the real estate brokerage firm, you can become a client by entering into a written agency agreement requiring the brokerage firm 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 agency relationships disclosure document in a timely manner.

A *seller becomes a client* of a real estate brokerage firm by signing a formal listing agreement with the brokerage firm. 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 brokerage firm which becomes the agent for the seller.

A **buyer becomes a client** of a real estate brokerage firm by signing a formal buyer agency agreement with the brokerage firm. 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 brokerage firm which becomes the agent for the buyer.

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If you enter into a written agency agreement, as a client, the real estate brokerage has the following *client-level duties: obedience, loyalty, disclosure, confidentiality, accounting, and reasonable skill and care*. Client-level services also include advice, counsel and assistance in negotiations.

### **Single Agency**

When the brokerage firm 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 brokerage firm 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 brokerage firm to represent both you and the other client in a disclosed dual agency relationship.

### **Disclosed Dual Agency**

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

# 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.

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

- You can choose to remain a customer and represent yourself, with or without a transaction broker agreement.
- You can choose to hire the brokerage firm for representation through a written agency agreement.
- If represented by the brokerage firm, you can decide whether to go forward under the shared services of dual agency or designated agency or to remain in single agency.

If you plan to become a client of a brokerage firm, the licensee will explain the agreement to you fully and answer questions you may have about the agreement. Remember, however that until you enter into a representation agreement with the brokerage firm, you are considered a customer and the brokerage firm cannot be your advocate, cannot advise you on price or terms, and only provides limited confidentiality unless a transaction broker agreement obligates the brokerage firm otherwise.

The choice of services belongs to you	the South Carolina real estate consumer.	THIS DOCUMENT IS NOT A CONTRACT.
Acknowledgement of Receipt by Consu	This brochure has been approved by South	
	Carolina Real Estate Commission for use in	
Signature	Date	explaining representation issues in real
Signature		estate transactions and consumer rights as a
Signature	Date	buyer or seller. Reprinting without
S.G. attar S		permission is permitted provided no
		changes or modifications are made



# EXCLUSIVE RIGHT TO SELL AGREEMENT LISTING AGREEMENT

In c	n consideration of the covenants herein contained,,							
Rea	, Sole Property Owner(s) (hereinafter called "OWNER") and,  Real Estate Company (hereinafter called "BROKER"), agree as follows:							
For	the p	eriod of time beginning on ereby grants to Broker the	sole and exclusive right to s	, and ending a sell the real property know	at midnight on,,,,,			
OVV	TICI TI	creby grants to broker the	sole and exclusive right to t	sen the real property know	m us.			
Add	dress	#	City		Zip			
Coi	inty o	# f	, State of S	outh Carolina.	Σιρ			
The	real	estate described herein inc	ludes all improvements, fix	tures, appurtenances, and	d the additional property, if any, described here.			
1.	CON	SENT TO DISCLOSED D	JAL AGENCY/DESIGNATE	ED AGENCY: (INITIAL AF	PPLICABLE CHOICES)			
	<del>-</del>	South Carolina Disclosur			ships that are offered by the brokerage and a first practical opportunity at which substantive			
age		cknowledges that after ent a <b>designated agent</b> in a s		cy contract, Broker might	request a modification in order to act as a <b>dual</b>			
		Permission to act as a du transaction. If Owner agr Permission to act as a de Permission to act as a de	ees, Owner will execute a s signated agent will not be o signated agent may be con	I at the time I am provided eparate written <b>Dual Age</b> considered. sidered at the time I am p	d with information about the other party to a ncy Agreement.  rovided with information about the other party quated Agency Agreement.			
2.		RMS: As follows:						
A. of		or a	Dollars (\$ total commission of	) and in return % of	sale of the property for a price of Owner agrees to pay Broker a total fee gross sales price or a total commission of Owner, another broker, or any other person or			
pai exc set Est	ceptab d, unlo hange forth ate to	r produces a Buyer who is ole to Owner. Owner and B ess specified under Paragr e, lease or trade is signed I herein, or if Owner shall fa which Owner has agreed, Owner agrees to pay all co	s ready, willing, and able to roker agree that there shall aph 30. The brokerage fee s by Owner. However, if Owner ill or refuse to complete the Broker's full fee shall be du osts, including reasonable a tent.	o purchase the property be no variation or exception be no variation or exception be earned, due and per shall fail or refuse to see sale of such property under and payable by Owner. attorney's fees, which magnification or earth	on the terms described above or on any terms on in the amount of the fee or commission to be be be also be also be also be be be also be also be be be also be be also be also be be also be a			
per Agi	rner. D kerag riod") <sup>.</sup> reeme	Deferral is agreed to solely e fee. Closing Attorney is half the property is sold with to a Buyer to whom the pro	as an accommodation to opereby irrevocably directed hindays of the experty was shown by Owner payable by Owner. The pro	Owner and such deferral to deduct and pay said Bripiration or termination of Broker, another broker, c	ereof stated in the agreement or until default by shall in no way be construed as a waiver of the toker's fee from the proceeds of the sale. This Agreement (which shall be the "protection or any other person or firm during the term of this rminated if Owner enters into a listing agreement			
	perty,	whether for money or in		y, and shall include, but	al, equitable or beneficial interest in the subject not be limited to, any transfer of the ownership			
[	1	OWNER [] OWNE	R [] OWNER [	] OWNER, AND [	] BROKER HAVE READ THIS PAGE			

#### 3. COMPENSATION TO OTHER BROKERAGES OR REPRESENTATIVES:

Owner acknowledges Broker has advised Owner that there is no rule requiring Owner to offer to compensate buyer's Brokerages or a buyer's representatives. Broker has also advised Owner that all commissions are not set by law and are fully negotiable between Owner, Buyer, Buyer's Broker or representative, and Broker. Owner may authorize listing Broker to offer to compensate other Brokerages. (OWNER TO INITIAL SELECTION BELOW) Owner authorizes listing Broker to offer to compensate other Brokerages in the following amounts of U.S. dollars, percentage of gross sales price, or percentage of an amount other than the gross sales price: Buyer Agency (up to) \_\_\_\_\_\_% of the gross sales price and/or \$\_\_\_\_\_ \_\_\_\_\_ : and/or \_\_\_\_\_% of an amount calculated by ; Transaction Brokerage (Non Agency) (up to) \_\_\_\_\_\_ % of the gross sales price and/or \$\_\_\_\_\_ : and/or % of an amount calculated by \_\_\_ Owner DOES NOT authorize listing Broker to offer to compensate other Brokerages. **CONCESSIONS:** Owner \( \square\) does \( \square\) does not allow Broker to advertise the Owner's willingness to negotiate for seller concessions. 5. EARNEST MONEY: Owner authorizes and designates Escrow Agent, as designated by the sales agreement, to accept and hold on behalf of Owner any earnest money or escrow deposit made in accordance with the terms of any agreement to buy and sell real estate for the property. In the event of default or forfeiture by a prospective buyer, Owner will reimburse Escrow Agent any costs incurred by Escrow Agent including attorney's fees as a result of the release of payment to Owner of any of the earnest money deposited, and such reimbursement may be made by Broker from the earnest money deposit. All earnest money will be deposited in Escrow Agent's escrow account. OWNER UNDERSTANDS THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, BROKER WILL NOT DISBURSE EARNEST MONEY TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT. 6. SIGNS: Owner grants to Broker the exclusive right to display "For Sale," "Under Contract," "Sale Pending," (or other similar) signs on the property and to remove other such signs. 7. BROKER'S DUTY: Broker agrees to employ the best efforts of Broker and Broker's agents and staff to secure a contract of sale for the described property upon such terms as may be agreeable to Owner. Broker's efforts shall include directing the efforts of Broker's organization to bring about the sale, advertising the described property as Broker deems advisable in those advertising media of merit customarily used in the area, furnishing such additional information as is necessary to cooperating real estate brokers and assisting such brokers in effecting a sale of property, and keeping Owner informed as to the progress of Broker's efforts in finding a Buyer for the described property. Owner understands the Broker makes no representation or guarantee as to the sale of the property. Upon the termination or completion of this Agreement, Broker shall keep confidential all information received during the course of this Agreement which was made confidential by written request or instructions from the client, except as provided for under South Carolina law. BROKER LIABILITY LIMITATION: Owner agrees Broker provided Owner with benefits, services, assistance, and value in bringing about this Contract. In consideration and recognition of the risks, rewards, compensation and benefits arising from this transaction to Broker, Owner agrees that he shall pay Broker's attorney fees and that Broker, shall not be liable to Owner, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omission, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of Broker shall not exceed the amount set forth herein. Owner will indemnify and hold harmless and pay attorneys fees for Broker from breach of contract, any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. including any introduced or recommended by Broker. Owner agrees that there is valid and sufficient consideration for this limitation of liability and that Broker is the intended thirdparty beneficiary of this provision. **9. OWNER'S DUTY:** Owner agrees as follows: A. To furnish Broker with complete and reliable information concerning ownership and the operation of the property, and any encumbrances or liens affecting the property; and B. To inform Broker of any inquiries (including inquiries from other brokers) or negotiations concerning the sale of the property; and C. To permit inspection and showing of the property by Broker, Broker's Agents, Sub agents, Buyer's Agent, and by such agents, sub agents and prospective buyers as deemed reasonably necessary by Broker, and to cooperate in the scheduling and carrying out of such showings and inspections as is necessary; and [\_\_\_\_\_] OWNER [\_\_\_\_\_] OWNER [\_\_\_\_\_] OWNER [\_\_\_\_\_] OWNER, AND [\_\_\_\_\_] BROKER HAVE READ THIS PAGE

D. To permit the offering for sale of the property to prospective buyers without regard to age, sex, race, creed, color, religion, national origin, handicap or familial status; and E. To permit Broker to incur, or pay on behalf of Owner reasonable expenses for repairs, inspection, utilities, maintenance, or similar expenses not to exceed \$ for each separate expense, and to reimburse Broker, as necessary, upon receipt of the statement of expenses; and F. To allow closing attorney to pay Broker's compensation in an amount equal to the compensation provided above from Owner's proceeds at time of closing; and G. To grant to Broker the authority and approval to list and publish all sales data pertaining to the sale and closing of the herein above described property. Owner understands and acknowledges that sales data are published for the use and information of the members of all the Boards/Associations of REALTORS® and the Multiple Listing Services (MLS) of which Broker is a member; for their use of same in marketing and selling of all properties listed in said publication; and H. To permit Broker to take photographs of the Owner's property described herein for advertising and marketing purposes in any advertising medium of the Broker's choice. Owner understands and acknowledges that all marketing materials, including but not limited to photographs, brochures, and websites, developed for the sale of the subject property shall remain the property of the Broker; and I. To convey marketable title to the buyer in fee simple free from all liens except those stipulated herein, subject to existing zoning and government restrictions, applicable owner's association assessments and restrictive conditions and covenants of record which do not materially affect the present use of the property; and J. To authorize Owner's attorneys and the settlement agent to furnish to Broker copies of the final settlement statement for the transaction prior to the closing date; and K. Not to deal directly with prospective buyers of this property during the period of this agency and shall refer any inquiries received directly and immediately to the Broker; and L. To authorize the Broker, in response to inquiries from buyers or cooperating brokers, to divulge the existence of offers on the M. To furnish Broker with written instructions regarding the confidentiality of information upon termination or completion of this Agreement which was received during the course of this Agreement in accordance with South Carolina law. 10. PROPERTY INFORMATION/SELLER'S PROPERTY DISCLOSURE STATEMENT: Owner warrants that, to Owner's knowledge, there are no material defects, hidden or obvious, in or on the property, which have not been disclosed to Broker in writing. Owner further warrants that Owner has reviewed and completed a Seller's Property Disclosure Statement, as required by South Carolina Code of Laws, as amended, Section 27-50-10, et. seq., attached to and made a part of this Agreement, and that all such information is accurate to the best of Owner's knowledge. If the Owner discovers, after his delivery of a disclosure statement to a Buyer, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the owner shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the Buyer or make reasonable repairs necessitated by the occurrence before closing. An owner who knowingly violates or fails to perform any duty prescribed by any provision of this article or who discloses any material information on the disclosure statement that he knows to be false, incomplete, or misleading is liable for actual damages proximately caused to the Buyer and court costs. Owner agrees to defend, indemnify, and hold harmless the Broker, Broker's agents, or sub agents, including indemnification for attorney's fees and court costs, from any and all claims arising out of any information or omission of information presented to Broker by Owner. Owner agrees to disclose to the Broker any known latent defects of the herein described property which are not readily ascertainable upon view including land, improvements, and personal property to be conveyed, and to hold said Broker harmless for any liabilities or damages arising from such defects. Owner will not hold Broker liable for the Owner's refusal or failure to provide a prospective purchaser with a disclosure statement. Owner agrees to allow Broker to provide copies of the disclosure statement to prospective buyers. The Owner understands and agrees that Broker has fully met the requirements of Section 27-50-70 of the South Carolina Code of Laws, as amended. 11. DISCLOSURE: Owner authorizes Broker to disclose information about the property to Broker's agents, sub agents, prospective buyers, and all inquiring parties. Such disclosure shall be in accordance with Broker's company policy. Owner hereby authorizes anyone having a lien against the property including the mortgage holder, to disclose complete information about the lien to Broker and Closing Attorney or Agent. 12. TAXES: Owner covenants and agrees to comply with the provisions of the South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of owners who are not residents of South Carolina as defined in the said statute. The payment of rollback taxes, if applicable, and past personal property taxes, if applicable, shall be negotiated between the Owner and any prospective 13. COASTAL TIDELANDS & WETLANDS ACT: In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et. seq., South Carolina Code of Laws), an addendum will be attached to the sales agreement incorporating the required disclosures. The payment of any necessary surveys shall be negotiated between the Owner and any prospective buyer. OWNER OWNER OWNER OWNER OWNER, AND OWNER HAVE READ THIS PAGE FORM 220 | Page 3 of 5

14. MULTIPLE LISTING SERVICE/PUBLIC MARKETING: (INITIAL ONLY ONE OPTION)  Option 1 The property shall be entered into the following Multiple Listing Service(s)
that the listing will be placed in electronic marketing mediums including, but not limited to, the internet, MLS Internet Data Exchange (IDX) program or other similar on-line computer services and to share listing data, including the property address, with other members of MLS for marketing and advertising purposes only. Owner further agrees to permit other real estate firms who belong to any listing service of which Broker is a member to advertise the listing on the internet in accordance with the listing service rules and regulations. <b>Broker and Owner agree to abide by all rules and regulations of the Multiple Listing Service on which the property is listed. Owner agrees</b> does not agree for Broker to make the offer of compensation to buyer's brokers or buyer representatives as agreed in Section 3, Compensation to Other Brokerages or Representative, on Broker's website. Under no circumstances will Broker make an offer of compensation on any MLS.
Option 2 Owner does not consent for their property to be placed on the Multiple Listing Service and instead wishes to have their property listed as a brokerage exclusive. This will prohibit Owner and Broker from conducting any public marketing (which includes but is not limited to the following: site signage, social media, and any communication oral, written, or electronic that can be disseminated to the general public) of the property and will restrict the marketing of the property to only the members of the Broker's firm. Broker and Owner agree to complete any paperwork required by Multiple Listing Service of which Broker is a member to verify that the property will not be publicly marketed.
<b>15. LOCKBOX:</b> Owner $\square$ agrees $\square$ does not agree for a MLS lock box to be installed on the property to facilitate showing and inspection of the property. Owner acknowledges and agrees that neither Broker, nor Broker's agents, subagents, or anyone showing the property through the MLS, shall be responsible for any damage to, or loss of personal property, or to the realty, except such damage or loss as may be caused by the negligence of such party. Owner further acknowledges that Broker nor MLS is an insurer against the loss of personal property and agrees to release Broker and MLS from any responsibility therefore.
<b>16. OTHER OFFERS:</b> Owner understands that the Broker's responsibility to present offers to purchase to the Owner for Owner's consideration terminates at the closing of the subject property or expiration of this Agreement, whichever occurs first.
17. MARKETING THE PROPERTY AFTER ACCEPTED OFFERS: The Broker shall not continue marketing the property after an offer has been accepted, unless requested in writing by the Owner to do so.
18. NO CONTROL OF COMMISSION RATES OR FEES: The Broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Owner and IS NOT set by law, fixed, controlled, suggested, recommended, or maintained by the board/association, the MLS, or by any persons not a party to the listing agreement. The subagency compensation paid by the Listing Broker to a Cooperating Broker or Buyer's Broker in respect to any listing is established by the Listing Broker in Broker's offer of subagency, and IS NOT set by law, fixed, controlled, suggested, recommended or maintained by the board/association, the MLS or by any persons other than the Listing Broker.
<b>19. MAINTENANCE:</b> Owner agrees to maintain the property, including lawn, shrubbery, and grounds until the day of closing or possession, whichever occurs first. Owner also warrants that all heating, air conditioning, electrical, and plumbing systems as well as built-in or appurtenant equipment or appliances shall be in operative condition on the day of closing or possession, whichever occurs first.
20. AGREEMENT TO SELL: When a Buyer is found for said property, the Owner shall enter into a written sales agreement which will contain the terms and conditions of sale, the customary provisions as to the examination of the title, the curing of any defects in title, the prorations of taxes, rents, and applicable property expenses.
21. LEAD-BASED PAINT: For dwellings built before 1978, and as required by applicable law, a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (the "Disclosure" must be signed by Owner and attached to this Agreement. Owner represents that either (1) the improvements on the property were all constructed after December 31, 1977, or (2) the Disclosure has been fully completed and is attached to this Agreement. Owner agrees to provide Broker with any such additional information or reports as may come to Owner's possession during the term of this Agreement. Owner acknowledges that Broker has informed Owner of the Owner's obligations to provide a buyer of the property with the pamphlet "Protect Your Family from Lead in Your Home," to provide information to a buyer of the property with copies of available records and reports with respect to the property and lead-based paint and lead-based paint hazards, all pursuant to 42USC4582(d), as amended.
22. 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 Owner 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.

OWNER OWNER OWNER OWNER OWNER OWNER, AND OWNER HAVE READ THIS PAGE

- 23. FAIR HOUSING: Owner and Broker agree that this property is offered without regard to race, color, religion, sex, handicap, familial status, or national origin and is listed in full compliance with local, state, and federal fair housing laws.
- 24. FACSIMILE: The parties agree that this Agreement may be communicated by use of a fax, or other secure electronic means, including but not limited to 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.
- 25. ENFORCEMENT: The parties agree that Broker may take action to enforce this Agreement or collect any associated costs, fees, and damages. Owner agrees to reimburse or indemnify or pay all Broker costs in enforcing this Agreement or collecting costs, fees, and damages including any incidental expenses or attorneys fees.
- 26. SEX OFFENDER/CRIMINAL INFORMATION: Owner agrees that Broker is not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against the Broker for failure to obtain or disclose sex offender or criminal information. Owner agrees that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Owner may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.
- 27. PHOTOGRAPHY: Owner irrevocably conveys any and all of the Owner's audio, photography, and videography rights in perpetuity involving Owner and Owner's family and Owner's property to Broker for marketing and advertising and any other purpose deemed necessary by the Broker.
- **28. SURVEILLANCE**: Owner agrees to abide by any laws and regulations regulating audio and video surveillance of the Property and persons entering the Property including agreeing not to use any surveillance in areas where persons have an expectation of privacy such as restrooms. Owner agrees that Broker  $\square$  may or  $\square$  may not disclose potential surveillance as Broker deems necessary including signage on the Property and in advertising/marketing.
- **29. AMENDMENT:** This Agreement may be amended only by a writing signed by both parties and any amendment of Sections 2 or 3 must be based on the options available in the amended section.
- 30. OTHER TERMS AND CONDITIONS: A \$995 transaction fee will be paid to Keller Williams The Downing Group by the seller as part of seller closing costs. Seller is aware that the agent may be compensated a small fee by the home warranty company if the agent writes a home warranty as part of the transaction.

THE UNDERSIGNED HEREBY WARRANT THAT THEY OWN THE PROPERTY AND/OR HAVE THE AUTHORITY TO EXECUTE THIS AGREEMENT. THIS IS A LEGALLY BINDING AGREEMENT. OWNER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND COPY OF THE SOUTH CAROLINA DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS. OWNER AGREES TO RECEIVE COMMUNICATIONS FROM BROKER AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.

**IN WITNESS WHEREOF,** this Agreement has been duly executed by the parties. Fax: Owner: Phone: Fax: \_\_\_\_\_Time Date Owner: Phone: Fax: \_\_Date\_\_\_ Time\_\_\_\_ Owner: Phone: \_\_\_\_\_Fax:\_\_\_\_ Owner's Mailing Address \_\_\_\_\_ \_Phone: \_\_\_\_\_ Real Estate Firm: Date

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.

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[	] OWNER [	] OWNER [	_] OWNER [	] OWNER, AND [	_] BROKER HAVE RE	AD THIS PAGE
						FORM 220   Page 5 of 5



I (We)		Seller/Buyer
(circle one) have been fully informed by our KV	W Agent,	
of the details of the Broker/Agent commission included in the attached agreement. I/We have and review the commission and compensation I/we had, and I/we agree that I/we fully understand the commission as are owed pursuant thereto.	e been given enough on structure, to ask a	time to read iny questions
	Buyer/Seller	Date
	Buyer/Seller	Date
	Agent	Date
	Broker-in-Charge _	Date

**Notice to Buyer:** A buyer agent's compensation is fully negotiable and is not set by law. [or]

Notice to Seller: A seller agent's compensation is fully negotiable and is not set by law.



## **COMPENSATION AGREEMENT**

1. PARTIES AGREE: In this legally binding Co	ompensation Agreement	, the	
☐ LISTING BROKERAGE:			,or
☐ SELLER:			
☐ BUYER:			
AGREES TO COMPENSATE THE BROKERAGE			
for the purpose, property, terms, and compens	ation stated below.		
2. FOR PURPOSE/ACTIVITY:   BUYIN	G ON BEHALF OF	(CL	IENT/CUSTOMER NAME)
☐ LISTING ☐ LEASING/RENTING [	OTHER		
3. REGARDING PROPERTY:			
Address			Unit #
City			State of South Carolina
Zip County of			Lot
Block			
Тах Мар		Other	
<ul> <li>5. COMPENSATION: Shall be paid in U.S. If of the gross sales price or \$</li></ul>	or yable at:	% of the lease/rent payments 🗌	
PAYMENT WOULD BE DUE IN THE EVENT OF PURPOSES/ACTIVITIES DESCRIBED ABOV  6. DISCLOSURE: The parties agree that contransaction that generate the compensation page.	E IS NOT SET BY LAW A	AND IS FULLY NEGOTIABLE BETWEE	N THE PARTIES.
PARTIES ARE SOLELY RESPONSIBLE FOR Cacknowledge receiving, reading, reviewing, opportunity to review all documents and recthe above stated date or latest date upon wi	DBTAINING LEGAL ADV and understanding this ceive legal counsel from	s Agreement. Parties acknowledge ha n an attorney of their choice prior to si re of signatures and agreement.  Date:	ving time and
		Date:	Time:

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Time:



# WITHHOLD LISTING TEMPORARILY FROM CMLS DATABASE

# **Addendum to Listing Agreement**

In consideration of the Listing Agreement bet	ween
(Owner) and Keller Williams, The Downing Group	(Broker) concerning the listing of
property at	(Location)
the Owner hereby requests Broker to:	
List property according to the attached Listing withhold the listing from Consolidated Multipl exceed 90 days from the date the Listing Agr	e Listing Service for a period of time not to
During this period of delay, this property may for sale through any medium until the delay p installation of a sign of any type or a CMLS a	·
Owner	Date
Owner	Date
Listing Agent	Date
Broker-in-Charge	Date



# STATE OF SOUTH CAROLINA RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT



The South Carolina Code of Laws (Title 27, Chapter 50, Article 1) requires that an owner of residential real property (single family dwelling unit or a single transaction involving transfer of four dwelling units or less) shall provide to a purchaser this completed and signed disclosure statement prior to forming a real estate contract. This disclosure must be provided in connection with any sale, exchange, installment land sale, and lease with an option to purchase contract. This disclosure statement is not required in connection with transactions listed and exempted by South Carolina Code § 27-50-30.

Owners should answer the questions fully, honestly, and appropriately by attaching documents, checking a box for each check box question, and writing in the blanks on this disclosure statement.

If a question is answered "Yes" or asks for a description, then owner must explain or describe the issue or attach a descriptive report from an engineer, contractor, pest control operator, expert, or public agency. If owner attaches a report, owner shall not be liable for inaccurate or incomplete information in the report unless owner was grossly negligent in obtaining or transmitting the information. If owner fails to check "Yes" or make a disclosure and owner knows there is a problem, owner may be liable for making an intentional or negligent misrepresentation and may owe the purchaser actual damages, court costs, and attorney fees. If a question is answered "No" for any question, the owner is stating that owner has no actual knowledge of any problem.

By answering "No Representation" on this disclosure statement, the owner is acknowledging that they do not have the current knowledge necessary to answer the questions with either a "Yes" or "No" response. Owner still has a duty to disclose information that is known at the time of the disclosure statement. "No Representation" should not be selected if the owner simply wishes to not disclose information or answer the question. Selecting "No Representation" does not waive liability if owner is aware or subsequently becomes aware.

If a question is answered and subsequently new information is obtained or something changes to render the owner's answer incorrect, inaccurate, or misleading (example: roof begins to leak), owner must promptly correct the disclosure. In some situations, the owner may notify the purchaser of the correction. In some situations, the owner may correct or repair the issue.

The owner shall deliver to the purchaser this disclosure before a real estate contract is signed by the purchaser and owner, or as otherwise agreed in the real estate contract. The real estate licensee must disclose material adverse facts about the property if actually known by the licensee about the issue, regardless of owner responses on this disclosure. Owner is solely responsible to complete this disclosure as truthfully and fully as possible. Owner and purchaser are solely responsible to consult with their attorneys regarding any disclosure issues. By signing below, owners acknowledge their duties and that failure to disclose known material information about the property may result in owner liability.

Owner must provide the completed disclosure statement to the purchaser prior to the time the owner and purchaser sign a real estate contract unless the real estate contract states otherwise. Owner should provide a signed copy to the purchaser and keep a copy signed by the purchaser.

A real estate contract, not this disclosure, controls what property transfers from owner to purchaser.

Owner:		Purchaser		acknowledge receipt of a copy of this page which is Page 1 of 6
Effective	6/1/2023	<b></b>		

Property Address (including	g unit # or id	entifier)					
Apply this question below and the three answer choices to the numbered issues (1-14) on this disclosure.							
As owner, do you have any actual knowledge of any problem(s)* concerning?  *Problem(s) include present defects, malfunctions, damages, conditions, or characteristics.							
*							
I. WATER SUPPLY AND	SANITARY	SEWAGE DISP	OSAL SYSTEM	Yes	No	No Representation	
1. Water supply							
2. Water quality							
3. Water pressure							
4. Sanitary sewage disposal s	system for any	y waste water					
A. Describe water supply:	County	Private	Community	Othe	ır.		
	City	Corporate	Well				
	City	Corporate	₩ CH				
B. Describe water	Septic	Private	Other:				
disposal:	Sewer	Corporate	Government				
*	□ Sewei	Corporate	Government				
C. Describe water pipes:	PEX	PVC/CPVC	Other/Unknown	··			
or Besonies water propess	Copper	Polybutylene	<u> </u>	1.			
	Сорры	I orybutylene	Steel				
				, ,			
II. ROOF, CHIMNEYS, I							
OTHER STRUCTURAL			DIFICATIONS OF	Yes	No	No Representation	
THESE STRUCTURAL Constraints of the	OMPONEN	15					
A. Approximate year that cur	rrent roof syst	tem was installed:					
B. During your ownership, do	~						
modifications with dates(s):	,	•	, I				
				_			
6. Gutter systems							
7. Foundation, slab, fireplace	es, chimneys,	wood stoves, floo	rs, basement,				
windows, driveway, storm w							
exterior walls, sheds, attache			walkways, fencing,				
or other structural componen	•	nodifications					
A. Approximate year structur	_		1/ 1: <i>C</i> : <i>t</i> :				
B. During your ownership, o	•	•	and/or modifications				
to the items identified in Que	estion / with C	dates(s).					
				-			
III. PLUMBING, ELECTI		<u>ATING, COOLI</u>	<u>NG, AND OTHER</u>	Yes	No	No Representation	
MECHANICAL SYSTEMS		u baatau diamaaal	aaftanan uluudina			-	
8. Plumbing system (pipes, components)	fixtures, wate	er neater, disposai	, somener, plumoing				
components)							
Owner: Purcha: Effective 6/1/2023	ser	acknowledge r	eceipt of a copy of th	is page	which	is Page 2 of 6.	

9. Electrical system (wiring, panel, fixtures, A/V wiring, outlets, switches,			
electrical components)  10. Appliances (range, stove, ovens, dishwasher, refrigerator, washer, dryer,			
other appliances)			
11. Built-in systems and fixtures (fans, irrigation, pool, security, lighting, A/V,			
other)			
12. Mechanical systems (pumps, garage door opener, filtration, energy			
equipment, safety, other)		Ш	
13. Heating system(s) (HVAC components)			
14. Cooling system(s) (HVAC components)			
A. Describe Cooling System: Central Ductless Heat Pump	Wind	ow [	Other:
B. Describe Heating System: Central Ductless Heat Pump	Furna	ice [	Other:
C. Describe HVAC Power: Gil Gas Electric	Solar	Ī	Other:
D. Describe HVAC system approximate age and any other HVAC system(s):			
IV. PRESENT OR PAST INFESTATION OF WOOD DESTROYING INSE	CTS (	OR O	RGANISMS OR DRY
ROT OR FUNGUS, THE DAMAGE FROM WHICH HAS NOT BEEN	REPA	IREI	O, OR OTHER PEST
INFESTATIONS			
A. Describe any known present wood problems caused by termites, insects, wood des	strovin	g orga	nisms, dry rot or fungus
- The country and the process the country and			
B. Describe any termite/pest treatment, coverage to property, name of provider, and	l termi	te bon	d (if any):
C. Describe any known present pest infestations:			
V. THE ZONING LAWS, RESTRICTIVE COVENANTS, BUILDING CODE			
RESTRICTIONS AFFECTING THE REAL PROPERTY, ANY ENCROACE PROPERTY FROM OR TO ADJACENT REAL PROPERTY, AND NOTICE			
AGENCY AFFECTING THIS REAL PROPERTY	FRO	IVI A V	30 VERIVIENTAL
Apply this question below and the three answer choices to the numbered issues (1	· ·	on this	disclosure.
As owner, do you have any actual knowledge or notice concerning the followi	ng: Yes	No	No Representation
15. Violations or variances of the following: zoning laws, restrictive covenants,	res	110	No Representation
building codes, permits or other land use restrictions affecting the real property.			
16. Designation as a historic building, landmark, site or location within a local			
historic or other restrictive district, which may limit changes, improvements of			
demolition of the property.			
17. Easements (access, conservation, utility, other), party walls, shared private			
driveway, private roads, released mineral rights, or encroachments from or to			
adjacent real property.			
Owner: Purchaser acknowledge receipt of a copy of thi	is page	whic	h is Page 3 of 6.
Effective 6/1/2023			

18. Legal actions, claims, foreclosures, bankruptcies, tenancies, judgments, tax liens, other liens, first rights of refusal, insurance issues, or governmental actions					
that could affect title to the property.					
19. Room additions or structural changes to the property during your ownership.					
20. Problems caused by fire, smoke, or water (including whether any structure on					
the property has flooded from rising water, water intrusion, or otherwise) to the					
property during your ownership.					
21. Drainage, soil stability, atmosphere, or underground problems affecting the					
property.					
22. Erosion, erosion control, or erosion control structure, such as a bulkhead, rock					
revetment, seawall, or buried sandbags, affecting the property.					
If "Yes" to Question 22, provide a general description including material,					
location on the property, approximate size, etc.					
23. Flood hazards, wetlands, flood hazard designations, flood zones, or flood risk					
affecting the property.					
24. Whether the property is currently insured through public (e.g., National Flood					
Insurance Program) or private flood insurance.					
25 Private or public flood insurance (e.g., Federal Emergency Management					
Agency (FEMA)) claims filed on the property during your ownership.					
If "Yes" to Question 25, list the approximate date(s), general description of					
event(s), nature of any repair(s), and amounts of all claim(s).					
event(s), nature of any repair(s), and amounts of an elamit(s).					
26. Repairs made to the property as a result of flood events that were <u>NOT</u> filed					
with private or public insurance during your ownership.					
If "Yes" to Question 26, list the approximate date(s), general description of		Ш			
event(s), nature of any repair(s), and amounts of all flood-related repairs.					
27. Has federal flood disaster assistance (e.g., from FEMA, Small Business					
Administration, HUD) been previously received during your ownership?					
If "Yes" to Question 27, what was the amount received and the purpose of					
the assistance (elevation, mitigation, restoration, etc.)?					
28. Whether the property has been assessed for a beach nourishment project					
during your ownership.					
			·		
A. Describe any green energy, recycling, sustainability or disability features for the	e prope	erty:			
B. Describe any Department of Motor Vehicles titled manufactured housing on the	prope	rty:			
	1 1	3			
VI. BURIED, UNBURIED, OR COVERED PRESENCE OF THE FOLLOW	ING: I	LEAD B	BASED PAINT,		
LEAD HAZARDS, ASBESTOS, RADON GAS, METHANE GAS, STORAGI	E TAN	KS, HA	ZARDOUS		
MATERIALS, TOXIC MATERIALS, OR ENVIRONMENTAL CONTAMIN	NATIO	<u>N</u>			
A Describe and large and a series of the ser	_44:				
A. Describe any known property environmental contamination problems from conformation interesting and the described and the second and the se		_	~		
furnishing, intrusion, operating, toxic mold, methamphetamine production, lead ba	_				
radon gas, methane gas, formaldehyde, corrosion-causing sheetrock, storage tanks, hazardous materials, toxic					
materials, environmental contamination, or other:					
Owner: Purchaser acknowledge receipt of a copy of th	is page	e which	is Page 4 of 6.		
Effective 6/1/2023					

# VII. EXISTENCE OF A RENTAL, RENTAL MANAGEMENT, VACATION RENTAL, OR OTHER LEASE CONTRACT ANTICIPATED TO BE IN PLACE ON THE PROPERTY AT THE TIME OF CLOSING

A. Describe the rental/lease terms, to include any vacation rental periods that reas days after the date the purchaser's interest is recorded in the office of the register problems, if any:	-		•
B. State the name and contact information for any property management company	y involv	ed (if ar	ny):
C. Describe known outstanding charges owed by tenant for gas, electric, water, so	ewer, an	d garba	ge:
VIII. EXISTENCE OF A METER CONSERVATION CHARGE, AS PERM	ПТТЕО	BY SE	ECTION 58-37-50
THAT APPLIES TO ELECTRICITY OR NATURAL GAS SERVICE TO T			
A. Describe any utility company financed or leased property on the real property:			
B. Describe known delinquent charges for real property's gas, electric, water, sev	ver, and	garbage	e:
IX. WHETHER THE PROPERTY IS SUBJECT TO GOVERNANCE OF A WHICH CARRIES CERTAIN RIGHTS AND OBLIGATIONS THAT MAY PROPERTY AND INVOLVE FINANCIAL OBLIGATIONS			
If <b>Yes</b> , owner must complete the attached Residential Property Disclosure Statement Addendum.			
X. PLEASE USE THE SPACE BELOW FOR "YES" ANSWER EXPLANA ADDITIONAL SHEETS OR RELEVANT DOCUMENTS AS NEEDED	TIONS	AND A	ATTACH ANY

This disclosure does not limit the obligation of the purchaser to inspect the property and improvements which are the subject of the real estate contract. Purchaser is solely responsible for conducting their own offsite condition inspections and psychologically affected property inspections prior to entering into a real estate contract. The real estate licensees (acting as listing or selling agents, or other) have no duty to inspect the onsite or offsite conditions of the property and improvements. Purchaser should review all applicable documents (covenants, conditions, restrictions, bylaws, deeds, and similar documents) prior to entering into any legal agreements including any contract. The South Carolina Code of Laws describes the Residential Property Condition Disclosure Statement requirements and exemptions at § 27-50-10 (and following) which can be read online (<a href="www.scstatehouse.gov">www.scstatehouse.gov</a> or other websites).

<u> </u>						
Current status of property or factors which may affect the clo	sing:					
Owner occupied Short sale Bankruptcy	□ Va	acant (How long	vacant?):			
☐ Leased ☐ Foreclosure ☐ Estate	<b>□</b> O₁	ther:				
☐ Subject to Vacation/Short Term Rental						
A Residential Property Condition Disclosure Statement Anddendum should be attached if the property is subject to condominium.	-					
Owner acknowledges having read, completed, and receive Disclosure Statement before signing and that all informat			<u> </u>			
Owner Signature:	Date:		Time:			
Owner Printed Name:	<u> </u>					
Owner Signature:	Date:		Time:			
Owner Printed Name:						
<ul> <li>Purchaser acknowledges prior to signing this disclosure:</li> <li>Receipt of a copy of this disclosure</li> <li>Purchaser has examined disclosure</li> </ul>	•	•	are made by the owner and ragents or subagents			
<ul> <li>Purchaser had time and opportunity for legal counsel</li> <li>This disclosure is not a warranty by the real</li> </ul>	•	Purchaser has sole responsibility for obtaining inspection reports from licensed home inspectors, surveyors, engineers, or other				
estate licensees  This disclosure is not a substitute for obtaining	•		ole responsibility for fsite conditions of the proper			
inspections of onsite and offsite conditions		including, but n	ot limited to, adjacent proper			
• This disclosure is not a warranty by the owner		being used for a	gricultural purposes			
Purchaser Signature:		Date:	Time:			
Purchaser Printed Name:						
Purchaser Signature:		Date:	Time:			
Purchaser Printed Name:						
Owner: Purchaser acknowledge	e receipt of	a copy of this n	age which is Page 6 of 6.			

**Effective 6/1/2023** 



# STATE OF SOUTH CAROLINA RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ADDENDUM



Prior to signing contract, owner shall provide this disclosure addendum to the purchaser if the property is subject to a homeowners association, a property owners association, a condominium owners association, a horizontal property regime, or similar organizations subject to covenants, conditions, restrictions, bylaws or rules (**CCRBR**). These organizations are referred to herein as an owners association.

Purchaser should review the applicable documents (covenants, conditions, restrictions, bylaws, deeds, condominium master deed, and similar documents), all related association issues, and investigate the owners association prior to entering into any legal agreements including a contract. Owners association charges include any dues, fees, assessments, reserve charges, or any similar charges. Purchaser is solely responsible to determine what items are covered by the owners association charges.

Property Address	:								
Describe owners	association charges: \$	Per		(	month/year/other)				
	ct information for the owners								
As owner do y	ou have any actual knowledge	of answers to the following quest	ions?						
Please check t	he appropriate box to answer t	the questions below.							
	Yes	No	No Representation						
1. Are there owne	rs association charges or commo	on area expenses?							
2. Are there any o	wners association or CCRBR re	esale or rental restrictions?							
	association levied any special as	<del>_</del>							
4. Do the <b>CCRBI</b>	R or condominium master deed c	reate guest or visitor restrictions?							
5. Do the <b>CCRBI</b>	or condominium master deed c	reate animal restrictions?							
6. Does the proper	rty include assigned parking space	ces, lockers, garages or carports?							
	obs or access codes required to a	access common or recreational							
areas?									
· ·	•	ion transfer with the properties?							
1	nown common area problems?								
	common area structures subject	to South Carolina Coastal Zone							
Management Act		Oth							
	sfer fee levied to transfer the pro- loes not include recording costs	perty?*  related to value or deed stamps.)							
Explain any yes ar	nswers in the space below and	attach any additional sheets or re	elevant	docur	nents as needed:				
Owner Signature:		Date:		T:	ime:				
Owner Signature:		Date:		T	ime:				
Purchaser Signatur	e:	Date:		T	ime:				
Purchaser Signatur	e:	Date:		T	ime:				



Buyer



# DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS ADDENDUM FOR AGREEMENT TO BUY AND SELL REAL ESTATE

Property Address: Lead Warning Statement Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. Seller's Disclosure (initial) a) Presence of lead-based paint and/or lead-based paint hazards (check one below): Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. b) Records and reports available to the seller (check one below): Seller has provided the buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. Buyer's Acknowledgment (initial) c) Buyer has received copies of all information listed above. d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home. e) Buyer has (check one below): Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or leadbased paint hazards. Agent's Acknowledgment (initial) (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance. **Certification of Accuracy** The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate. Seller Date Date Seller Agent Date Agent Date

Date

Buyer

Keller Williams Sellers Disclosure Affidavit



I ( We),	
Seller(s) of property located a	at
Do hereby attest that our Rea	altor ®,
with Western Upstate Keller	Williams, has not had any influence on my (our)
answers on the SC Residentia	al Property Disclosure Form, and/or Addendum that is
attached. All information on t	that form(s) were filled out by me (us) alone.
Seller	Date
Seller	Date

Consolidated Multiple Listing	,	Residenti				ioo	RES
List Office ID  DOW01	Please print cle	arly. Do not us <u>Area</u>	e a signs ( 	or commas	List Pric		
Property Type (Select 1)				MS# / Parc	el ID		
☐ Single Family, ☐Condo, ☐ Fa☐ Modular, ☐Patio, ☐Townhou	arm, Manufactured/Mob use	ile,				hland,	
Address [							
Street No	Street Dir	Stre	eet Name		Street Type,	Ex. Road, Drive, Etc.	Unit # / Lot #
City		<u>Z</u>	ip Code		-		
_ot Size			Acres	[	].		
Agent Public ID downingb	Age	nt Brent Downing	S		Agent	Phone  803-381-89	950
Co-Agent Public ID	Co-Ag	ent [			Co-Agent	Phone	
_ist Agt Oth Phone - Mob	ile# (		F	ax # (			
Agent E-mail							
ist Office Name Kell	er Williams, The Dov	vning Group					
ist Office Phone (803.381.	8950	Ext		List (	Office Fax (		
SB Comp	ransaction Broker Ac	<u>cepted</u> ☐ Y ☑ N	Transact	ion Broker Co	mp [0]	Variable Commis	sion 🗆 Y 🗹 N
	<b>Listing Agreemer</b>	nt Type Exclus	ive Right to Se	II Exclu	sive Agency	Transaction Broker	
Owner Name				c	Owner Phone (	•	
List Date	Ex	p. Date		I	Foreclosed Property Y	Short Sale □N □Y□N	Power On □ Y □
<u>Property</u> <u>Disclosure</u> ☐ Y ☐ N	Exempt from Property Disc	losure	Rollb	_	. , <del>_</del> -	Publish to Inte	
Main Structure Heated Sc	q. Ft.	Other Hea	ted Sq. Ft.		Total I	leated Sq. Ft.	
Detitled Mobile Y N	Senior Living						
# of Bedrooms							
Garage Spaces				Gar Att-Front E	ntry Gar Det.	Park Gar □Cpt Att.	□Cpt Det. □None
Parking Spaces					Pool	on Property □Y	′ □N
Full Baths:	Bsmt I	_ower	Main	2nd _	3rd _	4th	Frog
Half Baths:	Bsmt	_ower	Main	2nd	3rd _	4th	Frog
Room Level Choices:	Formal Dining Ro	om Form	al Living R	oom	Living Room _	Great	Room
Basement Lower Main	Kitchen	Was	sher/Dryer		ther Room	<u>Maste</u>	r Bedroom
Second Third Fourth		3R 2 BI	R 3	BR 4	BR 5	BR	6
School District:		Elem School	[				
(select o	one)	Other Elem Sch					

Lex 1 Lex 2 ☐Lex/Rich 5 ☐Fairfield Cnty ☐Rich 1 □ Kershaw Cnty Other Middle School Lex 3 Rich 2 **□**Newberry Cnty **High School** ☐ Lex 4 Other ☐Saluda Cnty Other High School **Intermed School** Elem School Choice: □Y □N Mid School Choice: □Y □N Int School Choice: □Y □N High School Choice: □Y □N Verified by the Property Owner Date

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ML#

List Office ID DOW01 Property Address			Consolidated Multiple Listing Service, Inc.						
Water Frontage   0 - 9999	Assn Fee \$	Assn/Regi	me Fee Per MO QTR	] 6 MO					
HOA DY DN HOA Con	tact Name:		HOA Contact #:						
Tenant / Contact: [		Tenant / Cor	ntact #: [						
PUBLIC REMARKS Add Codes – Must Be Fair Ho		eparate page. (1500 char n	nax – No Branding, Sales	Incentives, Bonuses, or					
AGENT REMARKS (NO	N-PUBLIC) Attach sepa	rate page if necessary. (50	0 char max)						
<b>DIRECTIONS</b> Attach sep	arate page if necessary.	(300 char max)							
		CHECK ALL THAT AF	PPLY						
EXTERIOR	Log	House Faces	Back Porch - Screened	Partial					
<u>Style</u>	☐ Other ☐ Stone	☐ East ☐ North	Other Porch - Covered Other Porch - Uncovered	☐ Privacy Fence☐ Rear Only - Aluminum					
Antebellum Bi-level Bungalow Cape Cod Charleston Colonial	Stucco - Hard Coat	Northeast	Other Porch - Screened	Rear Only - Brick					
Bi-level	Stucco - Synthetic	Northwest	Grill	Rear Only - Chain Link					
Bungalow Cons Cod	☐ Vinyl	South	Guest House	Rear Only - Other					
Charleston	Wood	Southeast	Gutters - Full	Rear Only - Vinyl					
Colonial	Wood Fiber i.e. Masonite	Southwest	Gutters - Partial	Rear Only - Wood					
Contemporary	Foundation .	West	☐ Hot Tub☐ Irrigation Well	Rear Only - Wrought Iron Wood					
□ Contemporary     □ Country     □ Craftsman	Crawl Space	Lot Location	Landscape Lighting	□ Wood					
Craftsman	Slab	Corner	Patio	Pool Type					
House-Apt	Water Frantage Time	Cul-de-Sac	Pool House	Above Ground					
Log	Water Frontage Type  Common Lake	On Golf Course	Shed	Indoor					
☐ House-Apt ☐ Log ☐ Other ☐ Ranch	Common Pond	On Water	Sprinkler	☐ Inground - Gunite ☐ Inground - Other					
Traditional	Creek	Exterior	Lake Fed Irrigation	Inground - Vinyl					
Tri-Level	Deeded Lake Access	Airplane Hangar	Stable Studio	_ ,					
Victorian	Ocean	Barn	Workshop	Road Type					
Williamsburg	On Lake Monticello	Boat Ramp	·	☐ Dirt					
Exterior Finish	On Lake Murray	<ul><li>□ Deck</li><li>□ Deeded Boat Slip</li></ul>	Fencing Around Pool	Gravel Paved					
Aluminum	<ul><li>☐ On Lake Wateree</li><li>☐ Private Pond</li></ul>	Dock	Barbed Wire	Private Maintenance					
Asbestos	River	Dock - Shared	Chain Link	_					
Block	☐ River Access	Fireplace	Front	INTERIOR					
Brick - All Sides (Abv Found)	☐ View - Cove	Front Porch - Covered	Full	Formal Dining Room					
Brick - Partial (Abv Found)	View - Big Water	Front Porch - Uncovered	<ul><li>☐ Horse Fence</li><li>☐ Invisible Fencing</li></ul>	Area					
Cedar Fiber Cement i.e. Hardy Plank	☐ Waterfront Community	Front Porch - Screened Back Porch - Covered	Livestock Fence	Bay Window					
☐ Tiber Cernentite. Hardy Plank		Back Porch - Uncovered	None	Built-ins					
Verified by the Property		Date		ML# [					
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\*\*All Information Subject To Errors & Omissions And is Not Guaranteed\*\*

And all information herein is deemed reliable by owner Initials

# **Property Address**



# **CHECK ALL THAT APPLY**

	Butler's Pantry		Ceilings – Tray		Cabinets - Natural		Washer		Floors – Engineered Hardwood
	Ceiling Fan		Ceilings – Vaulted		Cabinets - Other		Water Filter		Floors - Marble
	Ceilings – Box		Ceilings – Coffered		Cabinets - Painted		Water Softener - Leased		Floors - Parquet
	Ceilings – Cathedral		Entertainment Center		Cabinets - Pickle		Water Softener - Owned		Floors - Slate
Ц	Ceilings – High (over 9 feet)		Fireplace		Cabinets - Stained		Wine Cooler		Floors – Tile
H	Ceilings – Tray	$\vdash$	French Doors		Ceiling Fan	H	Gas Water Heater		Floors – Vinyl
H	Ceilings – Vaulted		Floors – Hardwood		Counter Tops - Concrete		Electric Water Heater		Floors – Luxury Vinyl Plank
H	Ceilings – Coffered	$\vdash$	Floors – Laminate	$\vdash$	Counter Tops - Formica	Lau	indry		Floors – Other
H	Combo		Floors - Carpet	H	Counter Tops - Granite Counter Tops - Granite Tile		Bath		French Doors Recessed Lighting
H	Fireplace Floors – Hardwood		Floors – Concrete Floors – Engineered Hardwood		Counter Tops - Marble	Ħ	Closet		Separate Shower
Ħ	Floors – Laminate	H	Floors – Marble		Counter Tops - Other		Common	H	Separate Water Closet
Ħ	Floors – Carpet	Ħ	Floors – Parquet	Ħ	Counter Tops - Quartz		Electric	H	Sitting Room
Ħ	Floors – Concrete	Ħ	Floors – Slate	Ħ	Counter Tops - Solid Surface		Garage	Ħ	Skylight
Ħ	Floors – Engineered Hardwood	Ħ	Floors – Tile	Ħ	Counter Tops - Tile		Gas	Ħ	Spa/Multiple Head Shower
Ħ	Floors – Marble	$\overline{\Box}$	Floors – Vinyl	$\exists$	Eat-In		Heated Space		Steam Shower
Ħ	Floors - Parquet	Ħ	Floors – Luxury Vinyl Plank	Ħ	Fireplace		Kitchen	Ħ	Tub – Garden
	Floors - Slate		Floors - Other		Floors – Hardwood		Mud Room		Tub – Shower
	Floors - Tile		Molding		Floors – Laminate		None		Tub -Free Standing
	Floors - Vinyl		Panel		Floors - Concrete		Porch		Whirlpool
	Floors - Luxury Vinyl Plank		Recessed Lights		Floors - Engineered Hardwood		Unheated Space		
	Floors - Other		Skylight		Floors - Marble		Utility Room		Bedroom
	French Doors		Sunken		Floors - Parquet	Oth	er Rooms		Balcony/Deck
	Molding		Wetbar		Floors - Slate		Bonus-Finished	$\vdash$	Bath – Jack & Jill
	Recessed Lights	_			Floors – Tile	Ħ	Bonus-Unfinished		Bath – Private
	Wet Bar	Gre	eat Room		Floors – Vinyl	Ħ	Enclosed Garage		Bath – Shared
		H	Balcony		Floors – Luxury Vinyl Plank	Ħ	Exercise Room		Bay Window
For	mal Living Room		Bay Window		Floors – Other	Ħ	Sun Room		Bidet
H	Bay Window		Beams Bookcase		Galley	$\overline{\Box}$	FROG (No Closet)		Built-Ins Ceiling Fan
H	Ceiling Fan Ceilings – Box	H	Ceiling Fan		Island	Ħ	FROG (With Closet)	H	Ceiling Fan Ceilings – Box
Ħ	Ceilings – Box Ceilings – Cathedral	H	Ceiling Fan Ceilings – Box		Nook	$\Box$	In-Law Suite	H	Ceilings – Box Ceilings – Cathedral
Ħ	Ceilings – Gathedrai Ceilings – High (over 9 feet)	H	Ceilings – Cathedral		Pantry		Library	H	Ceilings – Cathedral Ceilings – High (over 9 feet)
Ħ	Ceilings – Trigit (over 9 feet)	H	Ceilings – High (over 9 feet)		Prep Sink		Loft	H	Ceilings – Tray
Ħ	Ceilings – Vaulted	Ħ	Ceilings – Tray		Recessed Lights		Media Room	Ħ	Ceilings – Vaulted
Ħ	Ceilings – Coffered	Ħ	Ceilings – Vaulted		Second Kitchen		Nursery	Ħ	Ceilings – Coffered
Ħ	Entertainment Center		Ceilings – Coffered		Wetbar		Office	Ħ	Closet – His & Her
Ħ	Fireplace	Ħ	Entertainment Center	Ran	nge		Other	Ħ	Closet – Private
Ħ	French Doors	Ħ	Fireplace	П	Built-In		Sewing	Ħ	Closet – Walk-in
$\overline{\Box}$	Floors – Hardwood	$\Box$	French Doors	$\Box$	Continous Clean		Wine Cellar		Double Vanity
	Floors – Laminate		Floors – Hardwood	$\Box$	Convection		Workshop		Fireplace
$\overline{\Box}$	Floors - Carpet		Floors – Laminate	$\Box$	Counter Cooktop	Mac	ster Bedreem		Floors – Hardwood
	Floors – Concrete		Floors - Carpet		Double Oven		ster Bedroom Balcony/Deck		Floors - Laminate
	Floors - Engineered Hardwood		Floors – Concrete		Free-standing	H	Bath – Jack & Jill		Floors - Carpet
	Floors - Marble		Floors - Engineered Hardwood		Gas	H	Bath – Private		Floors - Concrete
	Floors - Parquet		Floors - Marble		Grill	H	Bath – Shared		Floors - Engineered Hardwood
	Floors - Slate		Floors - Parquet		Island Cooktop	Ħ	Bay Window		Floors - Marble
	Floors – Tile		Floors - Slate		Self Clean	H	Bidet		Floors - Parquet
	Floors – Vinyl		Floors – Tile		Smooth Surface	Ħ	Built-Ins		Floors - Slate
	Floors - Luxury Vinyl Plank		Floors – Vinyl	F	-t	Ħ	Ceiling Fan		Floors – Tile
	Floors – Other		Floors – Luxury Vinyl Plank		ipment		Ceilings – Box		Floors – Vinyl
	Molding		Floors – Other		Compactor Dishwasher	$\Box$	Ceilings – Cathedral		Floors – Luxury Vinyl Plank
$\Box$	Recessed Lights		Molding	H	Disposal		Ceilings – High (over 9 feet)		Floors – Other
Ц.	Skylight	$\sqcup$	Recessed Lights	Ħ	Dryer		Ceilings – Tray		French Doors
ᆜ	Sunken	$\sqcup$	Skylight	H	Freezer		Ceilings – Vaulted		Recessed Lighting
Ш	Wetbar		Sunken	Ħ	Icemaker		Ceilings – Coffered		Separate Shower
l ivi	ing Room	Ш	Wetbar	Ħ	Microwave - Above Stove		Closet - His & Her		Sitting Room
	Bay Window	Kite	chen	Ħ	Microwave - Built-in		Closet - Private		Skylight
Ħ	Beams		Bar	Ħ	Microwave - Countertop		Closet – Walk-in		Tub – Garden
$\Box$	Books	Ħ	Bay Window	Ħ	Microwave - Pull Out		Double Vanity		Tub - Shower
Ħ	Ceiling Fan	Ħ	Backsplash - Granite	Ħ	Pot Filler		Fireplace	H	Tub –Free Standing
H	Ceilings – Box	Ħ	Backsplash - Other	Ħ	Refrigerator		Floors - Hardwood	Ц	Whirlpool
	Ceilings – Cathedral	$\overline{\Box}$	Backsplash - Tiled		Stove Exhaust Vented Ext.		Floors – Laminate	3rd	Bedroom
	Ceilings – High (over 9 feet)	Ħ	Cabinets - Glazed	Ħ	Tankless H20		Floors - Carpet		Balcony/Deck
	5 5 , 1 1 1 1 9			_	•		Floors – Concrete		Bath – Jack & Jill
	Verified by the Property 0	Dwn	er		Date				

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# **Property Address**

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# **CHECK ALL THAT APPLY**

_	D.1. D		El		D.I. O. I.		0 0		F 0:
$\Box$	Bath – Private Bath – Shared	H	Floors – Marble	H	Bath – Shared Bay Window	$\exists$	Garage Opener Intercom	$\vdash$	Energy Star
	Bay Window	H	Floors – Parquet Floors – Slate	H	Bidet	H		H	Environments For Living LEED-H
H	Bidet	H	Floors – State Floors – Tile	H	Built-Ins	H	Sauna Security System - Leased	H	NAHBGreen Guidelines
	Built-Ins	H	Floors – Vinyl	H	Ceiling Fan	H	Security System - Owned	H	NAHBGreen Standard (TM)
	Ceiling Fan	Ħ	Floors – Luxury Vinyl Plank	Ħ	Ceilings – Box	Ħ	Smoke Detector	Ħ	Other (Specify in Comments
	Ceilings – Box	Ħ	Floors – Other	Ħ	Ceilings – Box Ceilings – Cathedral	H	Wetbar	ш	Other (Specify in Confinents
	Ceilings – Cathedral	Ħ	French Doors	Ħ	Ceilings – High (over 9 feet)	ш	VVetbai	Wa	ter
Ħ	Ceilings – High (over 9 feet)	Ħ	FROG (Requires Closet)	Ħ	Ceilings – Tray	Har	ndicap		Community
Ħ	Ceilings – Tray	Ħ	Recessed Lighting	Ħ	Ceilings – Vaulted		Accessible		Lake Drawn
Ħ	Ceilings – Vaulted	Ħ	Separate Shower	Ħ	Ceilings – Coffered		Bathroom		Other
	Ceilings – Coffered	Ħ	Sitting Room	Ħ	Closet – His & Her		Doorways (Min. 36")		Public
	Closet – His & Her	Ħ	Skylight	Ħ	Closet – Private		Elevator		Shared
Ħ	Closet – Private	Ħ	Tub – Garden	Ħ	Closet – Walk-in		Kitchen		Well
	Closet – Walk-in	Ħ	Tub - Shower	Ħ	Double Vanity		Ramp		Well - Public Available
Ħ	Double Vanity	H	Tub – Snower  Tub – Free Standing	Ħ	Fireplace		•		
	Fireplace	Ħ	Whirlpool	Ħ	Floors – Hardwood	ОТ	<u>HER</u>	Sev	<u>wer</u>
Ħ	Floors – Hardwood	ш	Willipool	Ħ	Floors – Laminate	End	aran.		Community
Ħ	Floors – Laminate	5th	Bedroom	Ħ	Floors – Carpet		e <b>rgy</b> Attic Fan		Lett System
	Floors – Carpet		Balcony/Deck	H	Floors – Concrete	H	Goodcents/Rate 01		Other
	Floors – Concrete		Bath – Jack & Jill	H		H			Public
			Bath – Private	H	Floors – Engineered Hardwood	H	Other		Septic
H	Floors – Engineered Hardwood	$\overline{\Box}$	Bath - Shared	H	Floors – Marble	H	Solar		Septic - Public Available
	Floors – Marble	Ħ	Bay Window		Floors – Parquet	H	Storm Doors		
片	Floors – Parquet	Ħ	Bidet		Floors - Slate		Storm Windows	Mis	cellaneous
	Floors - Slate	Ħ	Built-Ins		Floors – Tile		Thermopane		Built-Ins
	Floors – Tile	Ħ	Ceiling Fan		Floors – Vinyl	ш.	ating		Cable
	Floors – Vinyl	Ħ	Ceilings – Box		Floors – Luxury Vinyl Plank		Baseboard		Cable TV Available
	Floors – Luxury Vinyl Plank	Ħ	Ceilings – Cathedral		Floors – Other	H			Community Pool
╚	Floors – Other	Ħ	Ceilings – High (over 9 feet)		French Doors		Central		Gated Community
	French Doors	H	Ceilings – Tray		FROG (Requires Closet)		Electric		Golf Community
	FROG (Requires Closet)	Ħ	Ceilings – Tray Ceilings – Vaulted		Recessed Lighting		Floor Furnace		Horse OK
	Recessed Lighting	Ħ	Ceilings – Vaulted Ceilings – Coffered		Separate Shower		Gas 1st Lvl		Panic Room
	Separate Shower	Ħ	•		Sitting Room	H	Gas 2nd Lvl		Recreation Facility
	Sitting Room	H	Closet – His & Her		Skylight	H	Gas Pac		Satellite Dish
	Skylight	H	Closet - Private		Tub – Garden	$\vdash$	Heat Pump 1st Lvl		Security Cameras
	Tub – Garden		Closet – Walk-in		Tub – Shower		Heat Pump 2nd Lvl		Surround Sound Wiring
	Tub – Shower	$\vdash$	Double Vanity		Tub – Free Standing	$\vdash$	Multiple Units		Tennis Courts
	Tub – Free Standing		Fireplace		Whirlpool	$\vdash$	None		Warranty (Home 12-month)
	Whirlpool		Floors – Hardwood	_	_		Oil		Warranty (New Construction
411.	Bullion	H	Floors – Laminate	Ba	<u>sement</u>	님	Other		Builder Provided
	Bedroom		Floors - Carpet	$\vdash$	No		Propane		Sidewalk Community
	Balcony/Deck		Floors – Concrete		Yes	$\sqcup$	Solar		•
	Bath – Jack & Jill		Floors – Engineered Hardwood	Lov	ver Level	$\sqcup$	Space	Ass	soc Fee Includes:
	Bath – Private	$\sqcup$	Floors – Marble		Finished	$\sqcup$	Split System		Back Yard Maintenance
	Bath – Shared		Floors – Parquet	Ħ	Partially Finished	$\sqcup$	Water Source		Cable TV
	Bay Window		Floors - Slate	Ħ	Unfinished	$\sqcup$	Wood Stove		Clubhouse
	Bidet	닏	Floors – Tile	_	Oriminaried		Zoned		Common Area Maintenance
	Built-Ins		Floors – Vinyl	Fire	eplace	_			Community Boat Ramp
	Ceiling Fan		Floors – Luxury Vinyl Plank		Electric	<u>Co</u>	<u>oling</u>		Electric Service
	Ceilings – Box		Floors – Other		Freestanding	H	Central		Exterior Maintenance
	Ceilings – Cathedral		French Doors		Gas Log – Natural	片	Gas Pac		Front Yard Maintenance
	Ceilings – High (over 9 feet)		FROG (Requires Closet)		Gas Log – Propane	片	Heat Pump 1st Lvl		Green Areas
	Ceilings – Tray		Recessed Lighting		Insert	片	Heat Pump 2nd Lvl		Landscaping
Ш	Ceilings – Vaulted		Separate Shower		Masonry	$\vdash$	Multiple Units		Pest Control
	Ceilings – Coffered		Sitting Room		Wood Burning	$\sqcup$	None		Playground
╬	Closet – His & Her		Skylight	$\Box$	Wood Stove	$\sqcup$	Other		Pool
	Closet – Private		Tub – Garden	_		$\sqcup$	Split System		Road Maintenance
	Closet – Walk-in		Tub – Shower	Inte	rior	$\sqcup$	Wall Unit(s)		Security
	Double Vanity		Tub – Free Standing		Attic Access		Water Source		Sewer
	Fireplace		Whirlpool		Attic Pull Down Access		Window Units		Sidewalk Maintenance
	Floors - Hardwood				Attic Storage		Zoned		Sprinkler
	Floors – Laminate	6th	Bedroom		Bookcase	_	on Oneshweller		Street Light Maintenance
	Floors - Carpet	님	Balcony/Deck		Humidifier	Gre	en Construction		Tennis Courts
	Floors - Concrete		Bath – Jack & Jill		Ceiling Fan	님	CHiP Home Program		Trash
	Floors - Engineered Hardwood		Bath – Private		Central Vacuum		EarthCraft House	▤	Water
_								_	
	Verified by the Property (	)wn	ner		Date				
		۰ ۲۱۱	Initials						

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And all information herein is deemed reliable by owner

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# Property Address\_\_\_\_

# **CHECK ALL THAT APPLY**

Avail Financing  Assumable Cash Conventional FHA VA Lease Purchase Other Owner Owner Housing Eligible Income Cap requirement			
Possession Closing			
Delayed			
Delayed Immediate Negotiable			
Negotiable    Showing   Showing Time   Appointment   Call Agent   Call Owner   Call Tenant   Key in Office   Lockbox   LB # Shackle Code#   No Sign   Owner Agent   See Agent Remarks   Sign   Text Agent   Text Owner   Vacant			

Signature of Property Owner

Property Owner Signature

Date\_\_\_\_

ML#

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# In addition to Form 530 SCHEDULE A CHECKLIST OF APPLIANCES AND/OR PERSONAL PROPERTY TO BE INCLUDED IN THE SALE OF:

(Address)

	Refrigerator			Wooden Shutters
	Freezer			Plantation Blinds
	Microwave (not built in)			Window Shades
	Bar Refrigerator			Area Rug(s)
	Ice Maker			Window Air Conditioning Unit(s)
	Washing Machine			Fireplace Set (Tools/Screen)
	Dryer			Pool Equipment
	Clotheslines & Poles			Porch Swing
	Draperies			Dock
	Curtains/Window Treatment			Pier
	Mini Blinds			Boat Lift
	Vertical Blinds			Shelving (not attached)
				Work Benches
		UTILITY COMP	ANIES	S
Electri	city:	N	atural	Gas:
Water:		Ca	able:	
			_	
Seller:		oate: E	Buyer:	Date:
0 "				
Seller:		Date: B	uyer:	Date:



# PERSONAL PROPERTY ADDENDUM FOR AGREEMENT/CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

1) Buyer and Seller agree that the following items, if present on the Property on the date of the offer, shall be included in the sale as part of the Purchase Price free of liens, unless excluded in paragraph 2 below. Seller agrees to unpair any "smart" devices that convey prior to Closing. Items of personal property other than those below may be sold separately by Bill of Sale (SCR Form 503).

Seller agrees the items below include smart and traditional versions of the product, any related or necessary accessories, dedicated equipment, remotes or similar items.

- a) Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins. This includes any and all equipment, sensors, cameras, video doorbells, mounts, and storage devices for the alarm/security system.
- b) All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- c) Antennas; satellite dishes and receivers
- d) Any permanently attached or in ground play equipment (including play sets, swing sets, and basketball goals)
- e) Ceiling and wall-attached fans; light fixtures (including existing bulbs and remote controls)
- f) Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- g) All attached floor coverings
- h) Any fuel tanks
- i) Garage door openers and any and all remotes, keys, or fobs
- j) Permanently wired generators
- k) Invisible fencing with power supply and any corresponding collars or accessories
- Landscape and in ground outdoor trees and plants, raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems; rain barrels; landscape water features; address markers, and fountains
- m) Mailboxes and any mounted mail or newspaper containers
- n) Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- o) Any storage sheds, workshops, or detached structures.
- p) Swimming pool (excluding inflatable); spa; hot tub; any and all maintenance, heating, and filtration equipment
- q) Any and all water heating systems
- r) Sump-pumps, radon fans, crawlspace ventilators, and permanently wired de-humidifiers
- s) TV wall mounts and brackets. Any mounted speakers or intercom systems
- t) Thermostats
- u) Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- v) Any and all windows, window screens, doors, door screens blinds, curtain rods, drapery rods and brackets, and all mounting equipment for these items.
- w) Garage storage systems attached or mounted to the wall or ceiling or any garage storage system hanging from the wall or ceiling
- x) Electric or smart car charger and related equipment
- y) Central Vacuum system and equipment

2)	Seller)	ıtems	shall	not	convey	(This	includes	property	that	1S	leased	or	not	owned	by	the
		г	□ RI	JYER	· r[	] BUYI	=R I		- I		 ∏∣ SELI	FR				
			r	JYER	: [	j BUYI		SELLE	-1		SELI					

Seller shall repair any damage caused by removal of an	y items excluded in paragra	aph 2.
EXPIRATION OF OFFER: When signed by a Party represents an offer to the other Party that may be rescir PM on, unless accepted prior to such deadline. This offer will expire calendar days after the offer's submittal.	nded any time prior to or exed or counter-offered by the	apires atAM ne other Party in written form
IN WITNESS WHEREOF, this Contract has been duly	executed by the Parties.	
BUYER:	Date:	Time:
SELLER:	Date:	Time:

3) Seller prior to closing should unpair any and all smart equipment that will convey with the property and return

the items to factory default settings.

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# Preparing Your Home for Real Estate Photographs Checklist

### **General Areas**

De-clutter as much as possible, especially excessively furnished rooms – store excess in garage

Replace all light bulbs with matching bulbs

Remove all personal items e.g. photos

Tidy / Hide all power leads / cables

Move garbage cans out of sight (Chuck does this)

Remove piles of mail, newspaper and magazines

Clean all windows inside and out

# Living Areas / Recreational Rooms Living Areas / Recreational Rooms

Turn off TV and put remotes away

Remove all toys, fans, game consoles

Remove Exercise bikes / equipment

Arrange DVDs, games, books neatly in shelves

Turn off and clean ceiling fan

### Kitchen / Dining Areas

Clean and put away all dishes / cutlery

Remove all small appliances

Clean all splash backs, range hoods and large appliances especially if stainless steel

Remove all detergents, dish clothes, dish rack, tea towels, drain plugs.

Ensure range hood lights are working

Remove all objects from fridge e.g. magnets, photos

Remove bins and pet bowls

Minimize counter top clutter e.g. salt and pepper, coffee, cereal boxes

### **Bedrooms**

Make all beds. Solid color bedding photographs better than patterns.

De-clutter toys, books, games, tissue boxes.

Remove all personal items.

Ensure bedside lamps are working.

Remove posters / stickers from walls.

Clear away all clothes

## **Bathrooms / Powder Rooms**

Remove all soaps / shampoo / face washers / bath mats / toys / scales / bins

Remove all tooth brushes / tooth paste / razors / hair dryers.

Make sure glass and mirrors are spotless

Remove all non-matching towels.

Remove toilet cleaning utensils.

Ensure toilet roll is not empty

Close all toilet lids (Chuck does this)

#### **Outside Areas**

Mow and rake the lawn and trim edges

Rake / sweep up leaves, sticks, papers

Remove all gardening equipment e.g. hoses, rakes, wheel barrows

Sweep or preferably pressure clean driveway and paved areas

Tidy garden e.g. weeds

Remove all cars / boats / bikes / trailers

Remove all toys

### Pool/Spa Areas

Ensure pool is clean

Remove all pool toys
60 Minutes before Photo shoot Checklist
Set the table (optional)
Place wine glasses and wine on outside table (optional)
Open all blinds (Chuck does this)
Turn on all lights (Chuck does this)
Turn off ceiling fans (Chuck does this)
Turn off TV
Put pets away
Put children away ;)
Ensure vehicles can't be seen (driveway should be clear of cars)
The photo shoot will take about 45 minutes. I will be photographing the inside and outside of your home.
I'll be photographing all of the major rooms.
I normally do not photograph the garage unless it has special features.
If you have special features of your home that are not obvious please let me know about these so I include them in the shoot.
If you have any questions feel free to give me a call or email me.
I look forward to photographing your home.

Chuck Holden 803.600.3531 choldenphotos@gmail.com

Remove all pool cleaners and poles



# **Compensation Amendment To:**

	Buyer Agency Agreement				
	Transaction Brokerage Agreement				
	Exclusive Right to Sell Agreement				
Covering The Real Property further described or commonly known as:					
	Address	Unit #			
	City				
	Other				
	The undereigned Portice hereby agree on f	alloway Clia	nt/Customer and Deal		
	The undersigned Parties hereby agree as for Estate Company agree to Amend the original				
	by both parties for total compensation of				
	based on contracted sales price to	% or	total		
	on contracted sales price.				
	All other terms of contract remain the same	as origina	lly agreed to by both		
	All other terms of contract remain the same as originally agreed to by bot parties.				
	Parties are solely responsible for obtaining leg	ıal advice pı	rior to entering into this		
	Contract and counsel as required.				
	IN WITNESS WHEREOF, this Agreement has	been duly ex	xecuted by the Parties.		
	DUNCE		~~·		
	BUYER:	_ Date:	Time:		
	BUYER:	Date:	Time:		
	AGENT:	_ Date:	Time:		
	OR				
	SELLER:	Date:	Time:		
			· · · · · · · · · · · · · · · · · · ·		
	SELLER:	_ Date:	Time:		
	AGENT:	Date:	Time:		



### ADDENDUM/AMENDMENT TO

☐AGREEMENT/CONTRACT TO BUY AND SELL REAL ESTATE [☐OFFER OR ☐COUNTEROFFER] OR					
RESIDENTIAL RENTAL AGREEMENT OR OTHE					
COVERING THE REAL PROPERTY PREMISES					
Further describe	ed or commonly known as:				
Address	Unit #				
City		State of South Carolina			
Other		MS			
The undersigned Parties hereby agree as follows:					
expiration of offer: When signed by a Party and an offer to the other Party that may be rescinded any time unless accepted or counter-offered by the other Parties are solely responsible for obtaining legal required.  IN WITNESS WHEREOF, this Agreement has been duly	e prior to or expires atAl Party in written form Delivered prior advice prior to entering into	M PM on or to such deadline.			
BUYER:		Time:			
BUYER:	Date:				
	Date:	Time:			
	Date:	Time:			
SELLER:	Date:	Time:			
SELLER:	Date:	Time:			
<u> </u>	Date:	Time:			
	Date:	Time:			

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