



**The McLemore  
Group**

## TERMS OF AUCTION


AUCTION FOR – Estate of Curtis P. Sigmon (Deceased)

AUCTION LOCATION - Online only at [themclemoregroup.hibid.com](http://themclemoregroup.hibid.com)

AUCTION END DATE - Thursday, October 31<sup>st</sup>, 2022 at 2:00 PM (EST)

AUCTIONEER — Dan McLemore (Auctioneer / Broker / Owner) and of United Country — The McLemore Group located at 107-B North Trade St. Matthews, NC has contracted with "Seller" to offer to sell at public auction certain real property.

Offering +-

 Lot 1 : Parcel ID # 251-00-00-053. Total of 57.58 acres (+/-).

### General Terms and Conditions

This is a Reserve Auction. 10% Buyer's Premium applied to final and accepted bid to arrive at Final Contract Price. Purchaser will be expected to sign a Real Estate Purchase Contract, Place an Earnest Money Deposit, and close on or before December 16<sup>th</sup>, 2022. Sold "Subject to Seller Confirmation". Earnest Money Deposit is \$25,000.

**BIDDER REGISTRATION** - Register for online only auction at [themclemoregroup.hibid.com](http://themclemoregroup.hibid.com). Auctioneer may refuse to register or expel any person who is disruptive, noncompliant, or previously caused a problem of any kind for Seller or Auctioneer. The requirements for Bidder registration may be waived by Auctioneer with respect to any Bidder, without waiving same for any other Bidder. By registering, Bidder acknowledges receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agrees to be bound by both.

**AGENCY DISCLOSURE** — Auctioneer / Broker is acting exclusively as an agent for Seller and not as an agent for any bidder or buyer. No third-party broker / agent is acting as a subagent of Auctioneer.

**COLLUSION** — Bid-rigging is a federal felony punishable by imprisonment and fine. Auctioneer will report all suspected, illegal conduct to the F.B.I and cooperate with any investigation and prosecution

**COPYRIGHT FOR AUCTION** — The Auction is the exclusive intellectual property of Auctioneer, covered by copyright protection, and may not be recorded, reproduced, or used in any form by anyone other than Auctioneer.

**DUE DILIGENCE** — Seller and Auctioneer, Realtor(s), and/or Broker(s) do not attempt to provide Bidder with all the information Bidder may need to make an informed decision about the Auction and Property. Bidder should obtain professional advice, inspect, and conduct due diligence on the Property, any occupancy of it, title, zoning, surrounding area, all information provided by Seller or Auctioneer, public records, Terms of Auction, Sale Contract, transaction contemplated, and all circumstances, defects, facts, issues, problems, and other relevant matter (collectively "Property Issues"). All information provided by Auctioneer came from Seller and Public Record and is believed to be accurate, but neither Seller nor Auctioneer guarantees, represents, or warrants its accuracy or completeness and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable. Bidder has either performed all inspections and other due diligence that it deems necessary in advance of bidding in the Auction, Bidder understands and fully accepts the risk of not having done so. No Property will be open for inspection following the Auction and through the time of closing the sale. Seller and Auctioneer, Realtor(s), and / or Broker(s) are not required to update any information provided or published and will have no liability whatsoever for failing to do so.

**DISCLAIMERS** — Participation in the Auction is at Bidder's sole risk and Seller and Auctioneer, plus their agents, contractors, directors, employees, members, officers, and representatives will have no liability whatsoever. The Property will be offered "AS IS, WHERE IS, WITH ALL FAULTS." To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all Property Issues, except as expressly provided in the terms of the Auction and the Sale Contract.

**DISCLOSURES** - Unless otherwise disclosed, the Property will be offered for sale and conveyed by deed free and clear of all liens, mortgages, deeds of trust, delinquent taxes, assessments and warrants, but subject to all non-monetary encumbrances such as conditions, covenants, deeds, easements, reservations, restrictions, rights-of-way, title exceptions, zoning regulations and matters of record. Maps, depictions, and sketches in any materials related to the Property are for illustration purposes only and Seller, Realtor, and Auctioneer do not guarantee, represent, or warrant their accuracy or completeness.

**AUCTION METHOD** Auction will be "Sold Subject to Seller Confirmation" (i.e. WITH A RESERVE) and conducted with internet bids until bids are complete on Monday October 31<sup>st</sup>, 2022 ending at 2 PM. Final high bid plus 10% Buyer's Premium will be the Contract Price. Purchaser will be required to sign a Contract of Purchase, where the final Contract Price will be the final bid plus



10% Buyer Premium. Purchaser will be required to make a \$25,000 Earnest Money Deposit and close on or before December 16<sup>th</sup>, 2022.

**SALE CONTRACT** — Bidder should carefully read and understand the Sale Contract before bidding in the Auction. The Property will be offered subject to the terms of the Sale Contract which is not negotiable. This is a cash sale and not contingent upon any matter, including Buyer obtaining financing. Buyer will immediately execute the Sale Contract and all related documents presented by Auctioneer to bind Bidder and Seller to a sale of the Property and no addition, deletion, or revision will be permitted. The Sale Contract will exclusively govern the Parties' rights, responsibilities, and remedies with respect to any sale of the Property and all related matters. The sale must close within 30 days following the Auction.

**EARNEST MONEY DEPOSIT** — Purchaser will be required to make a \$25,000 Earnest Money Deposit by Tuesday November 1<sup>st</sup>, 2022. The Earnest Money Deposit shall be made with certified funds or funds authorized by Seller. If Purchaser defaults under the terms of the Sale Contract, Earnest Money will be forfeited to Seller and Auction Company. If Seller defaults under the terms of the Sale Contract, Earnest Money will be returned to Purchaser.

**TITLE** - At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by Deed of General Warranty, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

**RELEASE FOR USE** — Bidders, Buyers, and other persons present at the Auction (collectively "{Attendees}") are advised that Auctioneer and its agents, contractors, employees, and/or representatives may record the Auction related matter, and Attendees through audiotape, photography, motion pictures, and/or videotape for advertising, marketing, promotion, publicity, record, and/or trade purposes, and in consideration of being allowed to attend the Auction, Attendees unconditionally and irrevocably agree that their images and voices may be so recorded and used by Auctioneer in all types of media without territorial, time, or use limitation, and without compensation being owed or paid to Attendees by Auctioneer or Seller.

**DISPUTE RESOLUTION** — There shall be an attempt for any dispute resulting from Auction to be resolved by non-binding mediation. Any action must be commenced within two (2) years from the date when the cause of action accrues, or it will be forever barred. The right of action will accrue, and the two (2) year limitation period will begin to run, on the date the breach, damage, or injury is sustained and not when the resulting damage or harm is discovered.

To the fullest extent allowed by law, neither Seller, Realtor, nor Auctioneer will be liable for any consequential, exemplary, incidental, indirect, punitive, or special loss or damage, including, but not limited to, damage to property or loss of income, revenues, time, or use that might arise out of the Auction, offering or sale of the Property, or any related matter, whether such action be in contract, tort, strict liability, or other legal or equitable theory.

Choice of Law, Jurisdiction, and Venue — Any Auction matter will be exclusively construed and governed in accordance with the laws of the State of South Carolina, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the Parties will be the County of York in the State of South Carolina.

MISCELLANEOUS — The Terms of Auction will bind Bidders and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributes, employees, executors, heirs, legatees, officers, representatives, shareholders, and successors in interest. No deletion, modification, supplement, or waiver of any provision of the Terms of Auction will be made, except by Auctioneer's written revision or announcement at the Auction.

Bidder Acknowledgement -- By registering for online only auction you hereby agree to the Terms of Auction.



# AERIAL IMAGE

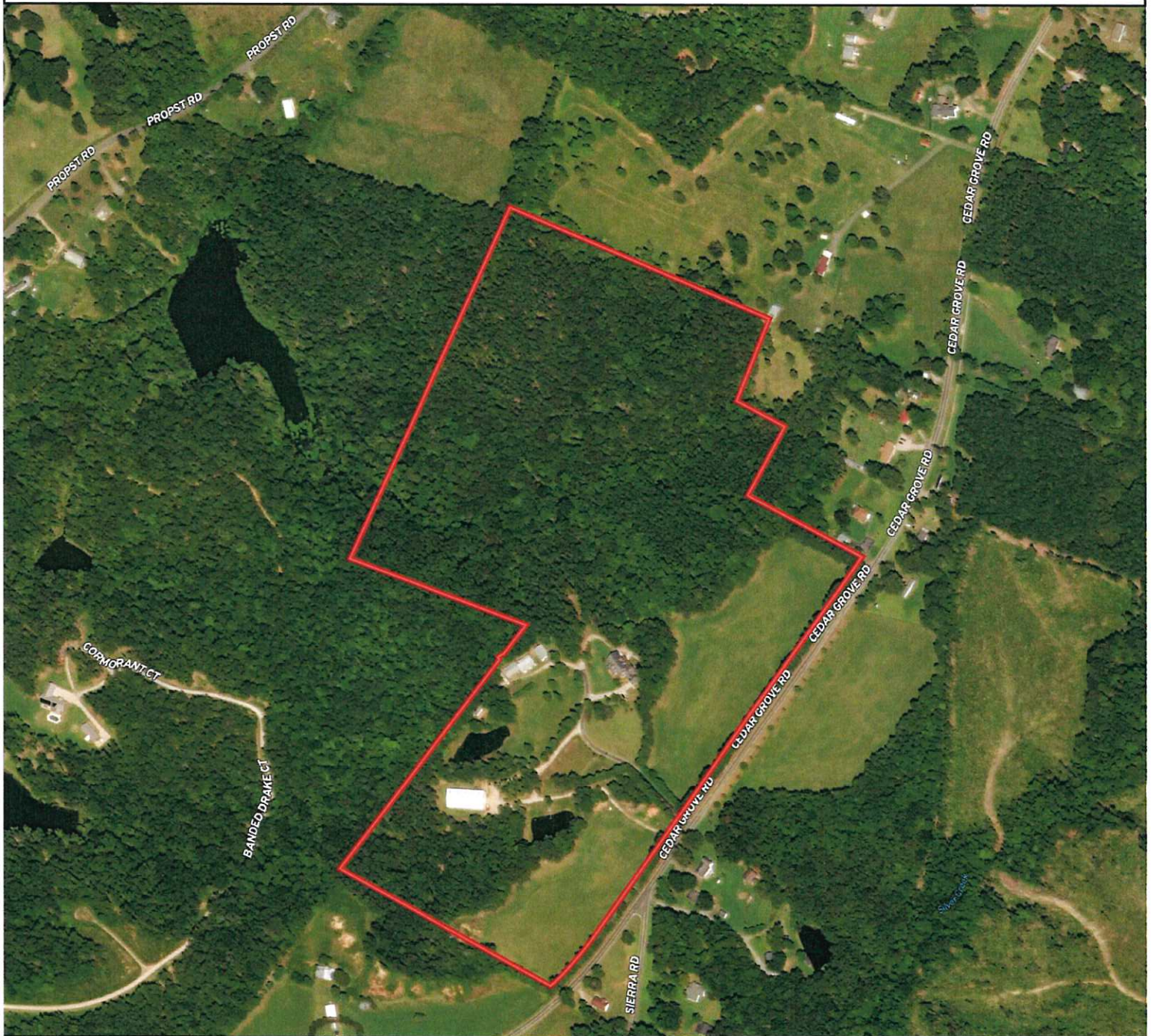
ONLINE ONLY AUCTION, ENDING OCTOBER 31, 2022

@ 2PM EST

REGISTER & BID AT [WWW.THEMCLEMOREGROUP.COM](http://WWW.THEMCLEMOREGROUP.COM)



The McLemore  
Group





# CONTOUR MAP

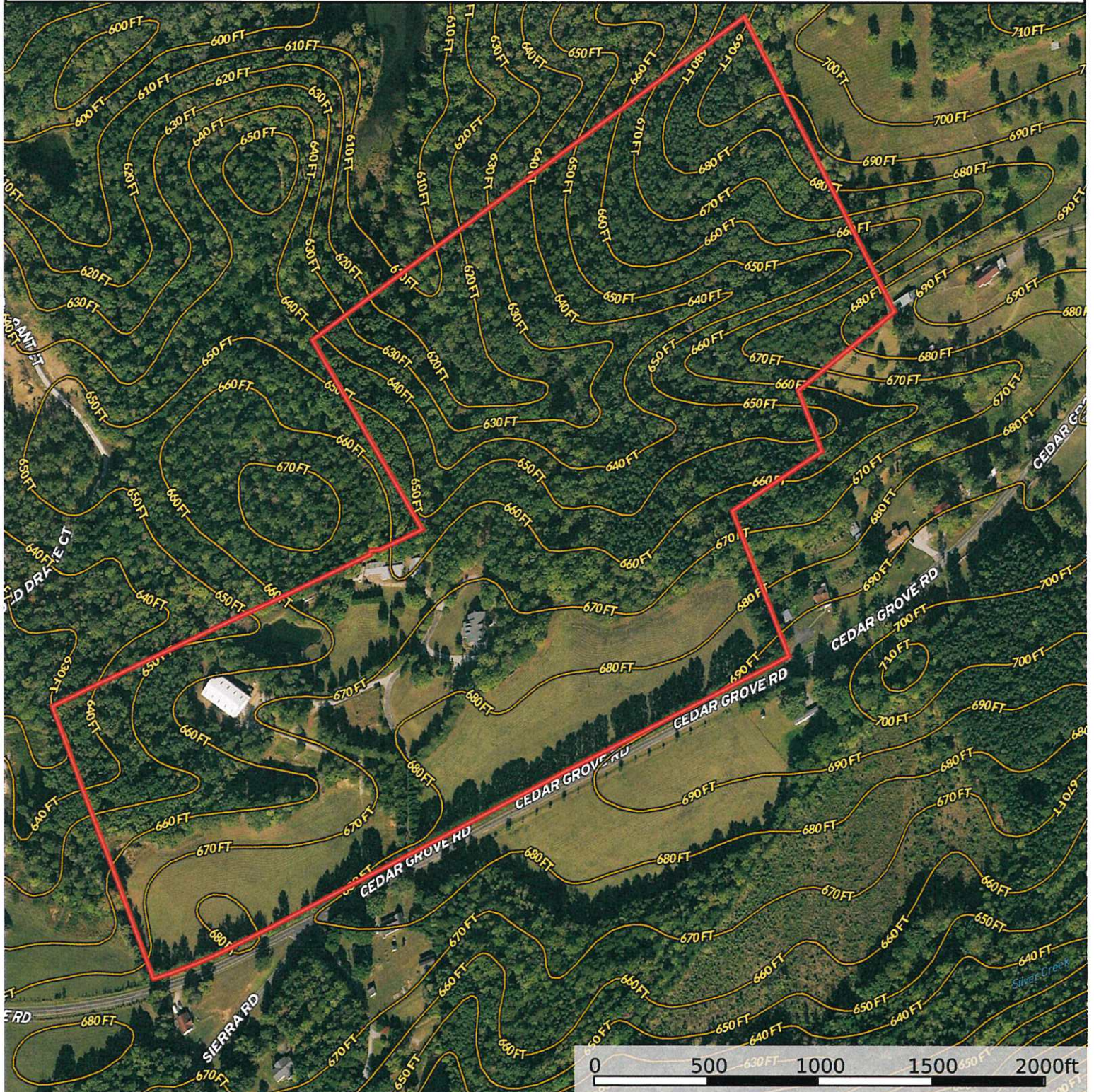
ONLINE ONLY AUCTION, ENDING OCTOBER 31, 2022

@ 2PM EST

REGISTER & BID AT [WWW.THEMCLEMOREGROUP.COM](http://WWW.THEMCLEMOREGROUP.COM)



The McLeMORE  
Group





# AREA MAP

ONLINE ONLY AUCTION, ENDING OCTOBER 31, 2022

@ 2PM EST

REGISTER & BID AT [WWW.THEMCLEMOREGROUP.COM](http://WWW.THEMCLEMOREGROUP.COM)



The **McLemore**  
Group





# LOCATION MAP

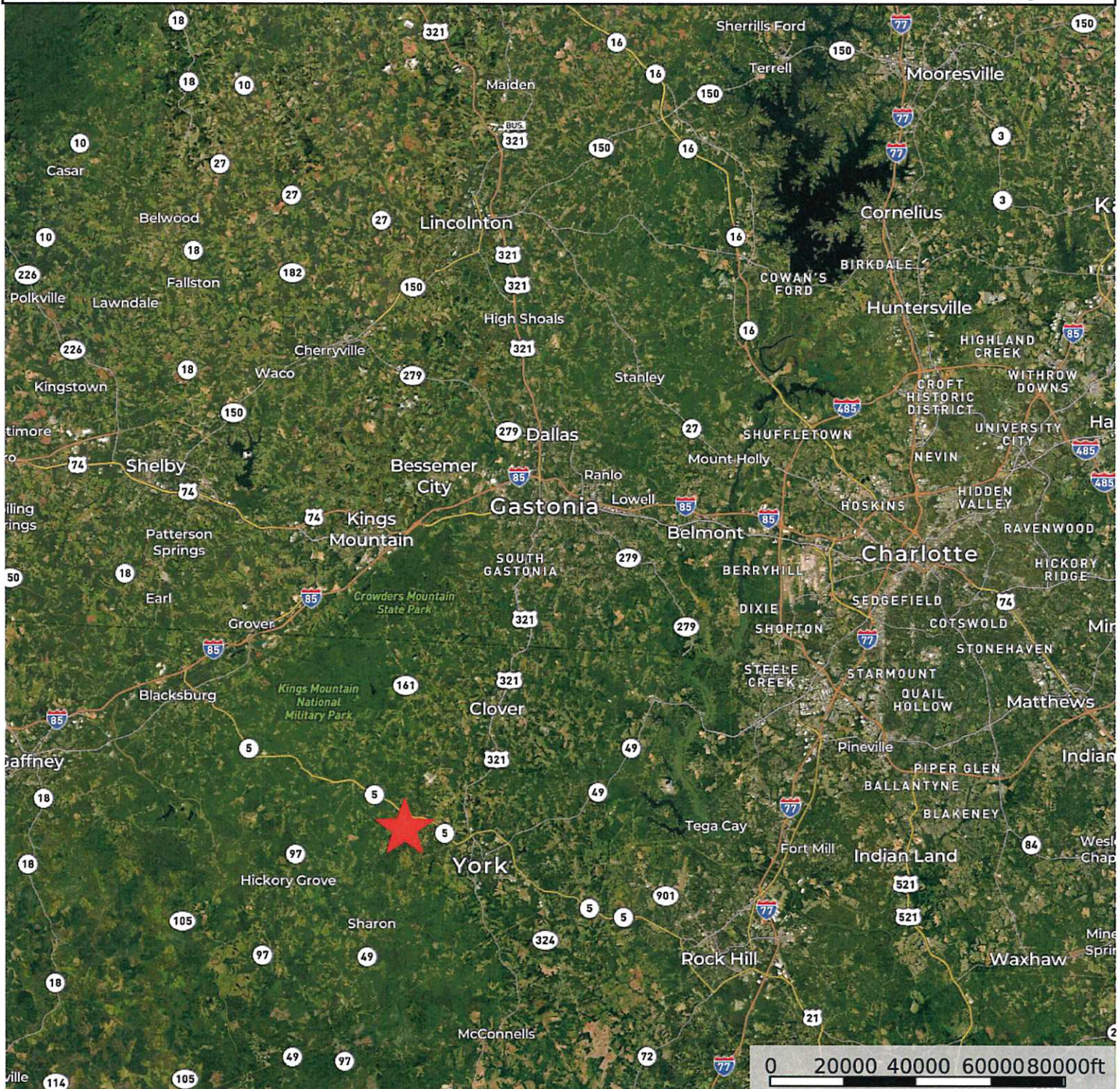
ONLINE ONLY AUCTION, ENDING OCTOBER 31, 2022

@ 2PM EST

REGISTER & BID AT [WWW.THEMCLEMOREGROUP.COM](http://WWW.THEMCLEMOREGROUP.COM)

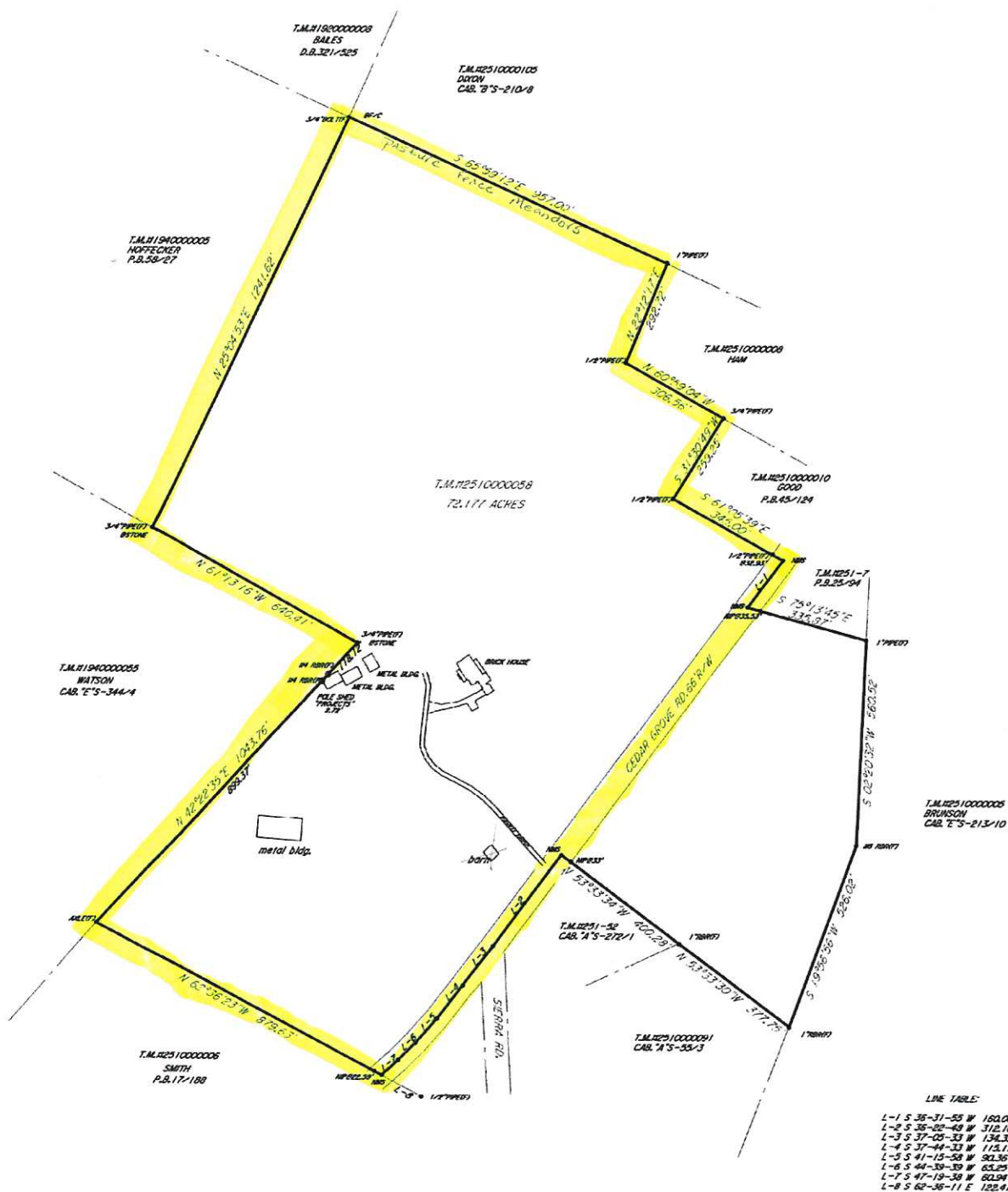


The McLemore  
Group





PLAT OF SURVEY FOR  
CURTIS C. SIGMON  
511 CEDAR GROVE ROAD  
YORK COUNTY, SOUTH CAROLINA  
NOVEMBER 16, 2017  
REFERENCES: TAX MAP#2510000053  
P.B.66 PG.107



NOTE:  
EIP - EXISTING IRON PIN  
NIP - NEW IRON PIN  
PK - PK NAIL  
RR - RAILROAD SPIKE  
P.P. PINCHED PIPE

NO NEW LOTS OR LINES ESTABLISHED

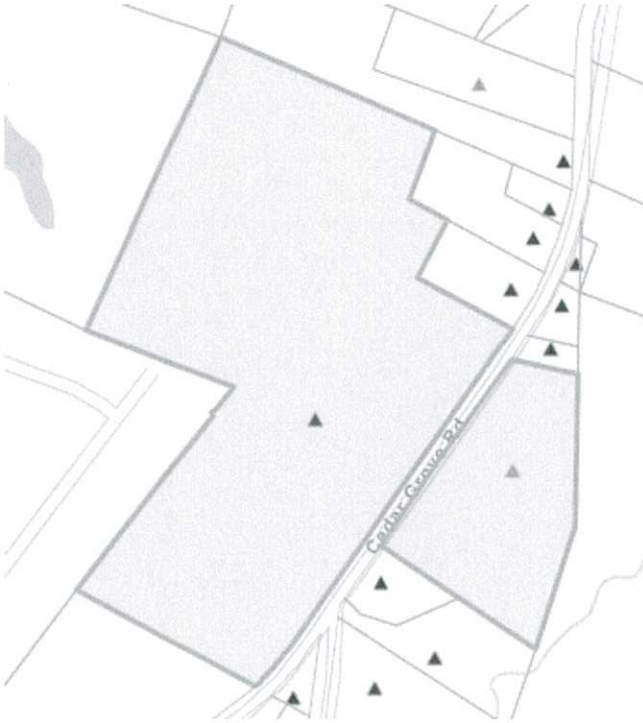
HIPP LAND SURVEYING, INC.  
3574 VICTORIAN HILLS DRIVE  
RICHBURG, S.C. 29729  
PHONE (803) 789 3716



THE INFORMATION SHOWN HEREON IS THE RESULT OF A SURVEY PERFORMED UNDER THE SUPERVISION OF WILLIAM V. HIPP AND WAS COMPLETED ON THE DATE SHOWN ABOVE. THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF SURVEYING AS ADOPTED UNDER THE CODE OF LAWS OF SOUTH CAROLINA, TITLE 10, CHAPTER 24, AND IS OF CLASS "A" STANDARD. THE AREA (IF SHOWN) WAS DETERMINED USING THE "A" METHOD. BEARINGS WERE OBTAINED AS SHOWN. ENCLOSUREMENTS ARE AS SHOWN, UNLESS NOTED OTHERWISE AND NOT WITHIN A SPECIAL FLOOD HAZARD ZONE, ACCORDING TO FEMA MAPS.

# York County GIS Property Report

Acc #: 90117  
511 CEDAR GROVE RD



## Property Data

**Parcel Number:** 2510000053  
**PIN:** 2510000053  
**Lot:**  
**Deeded Acres:** 69.972  
**GIS Acres:** 68.94  
**Deed Book / Page:** 1628 / 205  
1  
**Sold Date:** 3/16/2017  
**Sold Price:** 1  
**Grantor:**  
**Plat Book / Page:** 66 / 107

## Legal Description

69.97 AC & 92 SQ FT / CEDAR GROVE  
RD AGC RUD RW

## Subdivision

No Subdivision Found

## Primary Contact (Owner)

Name Line 1 SIGMON C CURTIS  
Name Line 2  
Name Line 3

## Tax Districts

**School District:** 1  
**Municipal District:**  
**Fire District:** YR-I

## Mailing Address

Addr Line 1  
Addr Line 2 511 CEDAR GROVE RD  
Apt  
City CLOVER  
State SC  
Zip 29710  
Country

## Values

Market Land Value	\$365960
Market Imp Value	\$423383
Market Misc Value	\$69580
Total Market Value	\$858923
Total Taxable Value	\$472372
Total Assessed Value	\$18523

Disclaimer: While every effort is made to keep information provided over the internet accurate and up-to-date, York County does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the records and/or mapping data herein, or for their use or interpretation by the User.

Report Generated: 9/29/2022 11:41 AM







[illegible]

YEAR	CU.FT.-SQ.FT.	RATE =	1st COST	+ ADDITIONS	= REP. COST	DEP.	O.B.S. - TOTAL DEP. =	MARKET VALUE	x	FACT.	ASSESSMENT
19								4000		F.P.	
19	87						FP	4000			(Billed 1 ac
19	92						FP	4000			paid 1/2 ac 8-30-00
2000	1000						appls board	25,000			new home)
2000							FP	25,000			

2011 IMPROVEMENTS		PROPERTY FACTORS		FP		20,000		2011 REVIEW		ASSESSMENT	
IMPROVEMENTS	STREET	TOPOGRAPHY	VALUE TREND	LOT	YEAR	MARKET VALUE	FACT.				
Water	Paved	Level	Upward	Front	19 82	46,800	620				
Sewer	Dirt	High	Downward	Depth	19 87	54,600	700/4c			2006 New 244,900	3500 X 6.997
Gas	Sidewalk	Low	Static	Cor. Inf.	19 91	49,000	700/4c				
Electric	Curb & Gutter	Rolling		Depth Fact.	19 92	52,500	750/4c				
All Utilities		Swampy		Other Fact.	19 2000	140,000	2000			Revised - 45.01	Revised value

	No. Acres
7-90 Election for assessment and sale	69.97

Year Built	Sketch
1984	

Reviewed - 45.01 Givened value

REMARKS

 $\sigma(T, \mu)$ 

57-1-111

Wash. 74-6

184-9

94-9

丁巳 酉

C<sub>2</sub>A-1

27

100

5.

P.O. Box 1129

998 / (F07)

#3 Noted Sp.

~~0073~~ #

foot) - see above  
note - appeals  
board



Parcel No. \_\_\_\_\_

District \_\_\_\_\_

Zoning \_\_\_\_\_  
Subdivision  
or Tract \_\_\_\_\_

Location \_\_\_\_\_

MAP	Block	LOT	AER. PHOTO	ACRES/FT.	ORIG. ASSESS. LAND	ORIG. ASSESS. BLDG.

251-53

School Tax	Other Tax	Index Number

## OWNER'S NAME &amp; ADDRESS

Transfer To	Address	Date	Liber	Folio	Sale

## RECOMMENDED ASSESSMENT

## PROPERTY DESCRIPTION

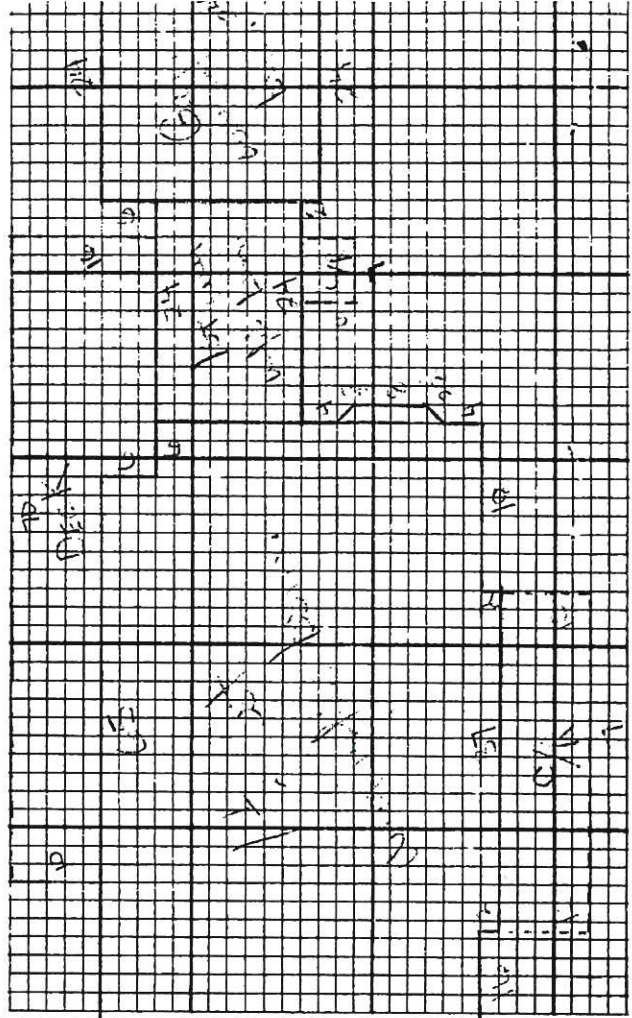
	19	19	19	19	19
Land					
Improvements					
Total					
Date of Notice					
Expiration Date					
Protested					
Date of Hearing					
Final Notice					
App. To State Tax					
Date of Hearing					
Final Notice					
App. To Court					

Date of Appraisal \_\_\_\_\_

## REMARKS

No. Acres	Year Built	Sketch
-----------	------------	--------

Year Built	Sketch
1950	
1955	
1960	
1965	
1970	
1975	
1980	
1985	
1990	
1995	
2000	
2005	
2010	
2015	
2020	
2025	
2030	
2035	
2040	
2045	
2050	
2055	
2060	
2065	
2070	
2075	
2080	
2085	
2090	
2095	
2100	





---

MAP	BLOCK	LOT	AER. PHOTO	ACRES/FT. -	ORIG. ASSESS. LAND	ORIG. ASSESS. BLDG.

251-53

OWNER'S NAME &amp; ADDRESS

School Tax	Other Tax	Index Number
------------	-----------	--------------

[illegible]

PROPERTY DESCRIPTION	RECOMMENDED ASSESSMENT			
	20	20	20	20
Land				20
Improvements				
Total				
Date of Notice				
Expiration Date				
Protested				
Date of Hearing				
Final Notice				
App. To State Tax				
Date of Hearing				
Final Notice				
App. To Court				

Date of Appraisal \_\_\_\_\_

REMARKS



USE	CONSTRUCTION	INTERIOR		ROOFING		GENERAL FEATURES		CLASSIFICATION	RATE	SIZE	SQ. FT.	CU. FT.
Dwelling	Brick	Plaster	Rooms	Comp.	Asbestos	Basement	Fireproof	Expensive				
Store	Frame	Dry Wall	H. Water Heat		Slate		Air Cond.	Good				
Apartment	Stone	Unfinished	H. Air Heat		Slag		Elevator	Average				
Service Sta.	Block	H.W. Floors	Baths		Metal			Cheap				
Fact. Bldg.	Re-inf. Conc.	Pine	Apartments		Tile							
Warehouse	No. Stories	Tile	Stores									

YEAR	CU. FT.-SQ. FT.	RATE =	1st COST	+ ADDITIONS	=	REP. COST	DEP.	O.B.S. - TOTAL DEP. =	MARKET VALUE	×	FACT.	ASSESSMENT
20												
20												
20												
20												
20												

PROPERTY FACTORS					ASSESSMENT		
IMPROVEMENTS	STREET	TOPOGRAPHY	VALUE TREND	LOT	YEAR	MARKET VALUE	FACT.
Water	Paved	Level	Upward	Front	20		
Sewer	Dirt	High	Downward	Depth	20		
Gas	Sidewalk	Low	Static	Cor. Inf.	20		
Electric	Curb & Gutter	Rolling		Depth Fact.	20		
All Utilities		Swampy		Other Fact.	20		

Year Built	Sketch
------------	--------

REMARKS

Imp # 2

60 x 120

"S" Average = Utility Sec. 17 Pk 12

18.50

.911

1.01

.87

14.81 x 7200 x .95 = 101,000

\* Verified by Cheryl Mulkey Feb. 2018

For 2019

Year Built \_\_\_\_\_ Sketch \_\_\_\_\_





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.

If a question is answered "no representation" for any question, owner is stating that owner is making no representation regarding the conditions or characteristics of the property, but owner still may have a duty to disclose information that is known or should have been known.

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.

If owner is assisted in the sale of property by a real estate licensee, owner remains solely responsible for completing and delivering this disclosure statement to the purchaser. 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.

Property Address (including unit # or identifier) 511 Cedar Grove Rd, Clover, SC 29745 *X 10 Jet PR*

Owner: *[Signature]* ( ) Purchaser ( ) ( ) acknowledge receipt of a copy of this page which is page 1 of 5.

REV: 4/2022



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 includes present defects, malfunctions, damages, conditions, or characteristics.

### I. WATER SUPPLY AND SANITARY SEWAGE DISPOSAL SYSTEM

	Yes	No	No Representation
1. Water supply _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Water quality _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Water pressure _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Sanitary sewage disposal system for any waste water _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

A. Describe water supply    ☐ County    ☐ City    ☒ Private    ☐ Corporate    ☐ Community    ☒ Well    ☐ Other \_\_\_\_\_

B. Describe water disposal    ☒ Septic    ☐ Sewer    ☐ Private    ☐ Corporate    ☐ Government    ☐ Other \_\_\_\_\_

C. Describe water pipes    ☒ PEX    ☐ Copper    ☐ PVC/CPVC    ☐ Polybutylene    ☐ Steel    ☐ Other/Unknown \_\_\_\_\_

### II. ROOF, CHIMNEYS, FLOORS, FOUNDATION, BASEMENT, AND OTHER STRUCTURAL COMPONENTS AND MODIFICATIONS OF THESE STRUCTURAL COMPONENTS

	Yes	No	No Representation
5. Roof system _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Gutter system _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Foundation, slab, fireplaces, chimneys, wood stoves, floors, basement, windows, driveway, storm windows/screens, doors, ceilings, interior walls, exterior walls, sheds, attached garage, carport, patio, deck, walkways, fencing, or other structural components including modifications _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A. Approximate year that current roof covering was installed: 2021 . Approximate year structure was built: 1999

B. During your ownership, describe any known roof system leaks, repairs and/or modifications with date(s): \_\_\_\_\_

### III. PLUMBING, ELECTRICAL, HEATING, COOLING, AND OTHER MECHANICAL SYSTEMS

	Yes	No	No Representation
8. Plumbing system (pipes, fixtures, water heater, disposal, softener, plumbing components) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Electrical system (wiring, panel, fixtures, A/V wiring, outlets, switches, electrical components) _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Appliances (range, stove, ovens, dishwasher, refrigerator, washer, dryer, other appliances) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Built-in systems and fixtures (fans, irrigation, pool, security, lighting, A/V, other) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Mechanical systems (pumps, garage door opener, filtration, energy equipment, safety, other) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Heating system(s) (HVAC components) _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Cooling system(s) (HVAC components) _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Owner: PR ( \_\_\_\_\_ ) Purchaser ( \_\_\_\_\_ ) ( \_\_\_\_\_ ) acknowledge receipt of a copy of this page which is page 2 of 5.



A. Describe Cooling System ☒ Central ☐ Ductless ☒ Heat Pump ☐ Window ☐ Other \_\_\_\_\_  
 B. Describe Heating System ☒ Central ☐ Ductless ☐ Heat Pump ☐ Furnace ☐ Other \_\_\_\_\_  
 C. Describe HVAC Power ☐ Oil ☐ Gas ☒ Electric ☐ Solar ☐ Other \_\_\_\_\_  
 D. Describe HVAC system approximate age and any other HVAC system(s): \_\_\_\_\_

**IV. PRESENT OR PAST INFESTATION OF WOOD DESTROYING INSECTS OR ORGANISMS OR DRY ROT OR FUNGUS. THE DAMAGE FROM WHICH HAS NOT BEEN REPAIRED**

A. Describe any known present wood problems caused by termites, insects, wood destroying organisms, dry rot or fungus: \_\_\_\_\_

B. Describe any termite/pest treatment, coverage to property, name of provider, and termite bond (if any): \_\_\_\_\_

C. Describe any known present pest infestations: \_\_\_\_\_

**V. THE ZONING LAWS, RESTRICTIVE COVENANTS, BUILDING CODES, AND OTHER LAND USE RESTRICTIONS AFFECTING THE REAL PROPERTY, ANY ENCROACHMENTS OF THE REAL PROPERTY FROM OR TO ADJACENT REAL PROPERTY, AND NOTICE FROM A GOVERNMENTAL AGENCY AFFECTING THIS REAL PROPERTY**

Apply this question below and the three answer choices to the numbered issues (15-25) on this disclosure. As owner, do you have any actual knowledge or notice concerning the following:

	Yes	No	No Representation
15. Violations or variances of the following: zoning laws, restrictive covenants, building codes, permits or other land use restrictions affecting the real property _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Designation as a historic building, landmark, site or location within a local historic or other restrictive district, which may limit changes, improvements or demolition of the property _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Easements (access, conservation, utility, other), party walls, shared private driveway, private roads, released mineral rights, or encroachments from or to adjacent real property _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18. Legal actions, claims, foreclosures, bankruptcies, tenancies, judgments, tax liens, other liens, insurance issues, or governmental actions that could affect title to the property _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Room additions or structural changes to the property during your ownership _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
20. Problems caused by fire, smoke, or water to the property during your ownership _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
21. Drainage, soil stability, atmosphere, or underground problems affecting the property _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
22. Erosion or erosion control affecting the property _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
23. Flood hazards, wetlands, or flood hazard designations affecting the property _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
24. Flood insurance covering the property _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
25. Federal Emergency Management Agency (FEMA) claims filed on the property _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If yes to number 25, please list the dates of all claims: \_\_\_\_\_

A. Describe any green energy, recycling, sustainability or disability features for the property: \_\_\_\_\_

B. Describe any Department of Motor Vehicles titled manufactured housing on the property: NONE

Owner: [Signature] ( ) Purchaser ( ) ( ) acknowledge receipt of a copy of this page which is page 3 of 5.



**VI. BURIED, UNBURIED, OR COVERED PRESENCE OF THE FOLLOWING: LEAD BASED PAINT, LEAD HAZARDS, ASBESTOS, RADON GAS, METHANE GAS, STORAGE TANKS, HAZARDOUS MATERIALS, TOXIC MATERIALS, OR ENVIRONMENTAL CONTAMINATION**

A. Describe any known property environmental contamination problems from construction, repair, cleaning, furnishing, intrusion, operating, toxic mold, methamphetamine production, lead based paint, lead hazards, asbestos, radon gas, methane gas, formaldehyde, corrosion-causing sheetrock, storage tanks, hazardous materials, toxic materials, environmental contamination, or other: NONE KNOWN

**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 lease terms and any leasing problems, if any: NONE

B. State the name and contact information for any property management company involved (if any): NONE

C. Describe known outstanding charges owed by tenant for gas, electric, water, sewer, and garbage: N/A

**VIII. THE EXISTENCE OF A METER CONSERVATION CHARGE, AS PERMITTED BY SECTION 58-37-50 THAT APPLIES TO ELECTRICITY OR NATURAL GAS SERVICE TO THE PROPERTY**

A. Describe any utility company financed or leased property on the real property: NONE

B. Describe known delinquent charges for real property's gas, electric, water, sewer, and garbage: NONE

**IX. WHETHER THE PROPERTY IS SUBJECT TO GOVERNANCE OF A HOMEOWNERS ASSOCIATION WHICH CARRIES CERTAIN RIGHTS AND OBLIGATIONS THAT MAY LIMIT THE USE OF THIS PROPERTY AND INVOLVE FINANCIAL OBLIGATIONS**

Yes\* ☐ No ☒ No Representation ☐

\*If **YES**, owner must complete the attached Residential Property Disclosure Statement Addendum.

**X. PLEASE USE THE SPACE BELOW FOR "YES" ANSWER EXPLANATIONS AND ATTACH ANY ADDITIONAL SHEETS OR RELEVANT DOCUMENTS AS NEEDED**

THIS IS THE FORMER HOME OF MY FATHER, CARLEN C. SIGMAN. I AM SIGNING AS ONE OF HIS PERSONAL REPRESENTATIVES.

Owner: [Signature] ( ) Purchaser ( ) ( ) acknowledge receipt of a copy of this page which is page 4 of 5.



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 off site conditions 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 on site or off site 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 ([www.scstatehouse.gov](http://www.scstatehouse.gov) or other websites).

**Current status of property or factors which may affect the closing:**

☐ Owner occupied ☐ Short sale ☐ Bankruptcy ☒ Vacant (How long vacant?) 2022 SINCE APRIL 1ST  
☐ Leased ☐ Foreclosure ☐ Estate ☐ Other: \_\_\_\_\_

A Residential Property Condition Disclosure Statement Addendum ☐ is ☐ is not completed and attached. This addendum should be attached if the property is subject to covenants, conditions, restrictions, bylaws, rules, or is a condominium.

Owner acknowledges having read, completed, and received a copy of this Residential Property Condition Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: [Signature] Date: 9-26-22 Time: 0939

Owner Printed Name: JEFFREY C SIGMAN, SR PERSONAL REPRESENTATIVE

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Owner Printed Name: \_\_\_\_\_

**Purchaser acknowledges prior to signing this disclosure:**

- Receipt of a copy of this disclosure
- Purchaser has examined disclosure
- Purchaser had time and opportunity for legal counsel
- This disclosure is not a warranty by the real estate licensees
- This disclosure is not a substitute for obtaining inspections of on site and off site conditions
- This disclosure is not a warranty by the owner
- Representations are made by the owner and not by the owner's agents or subagents
- Purchaser has sole responsibility for obtaining inspection reports from licensed home inspectors, surveyors, engineers, or other qualified professionals
- Purchaser has sole responsibility for investigating off-site conditions of the property including, but not limited to, adjacent properties being used for agricultural purposes

Purchaser Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Purchaser Printed Name: J

Purchaser Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Purchaser Printed Name: \_\_\_\_\_





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: 511 Cedar Grove Rd, Clover, SC 29745

Describe owners association charges: \$ \_\_\_\_\_ Per \_\_\_\_\_ (month/year/other)

What is the contact information for the owners association? \_\_\_\_\_

**As owner do you have any actual knowledge of answers to the following questions?**

**Please check the appropriate box to answer the questions below.**

	Yes	No	No Representation
1. Are there owners association charges or common area expenses? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Are there any owners association or <b>CCRBR</b> resale or rental restrictions? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Has the owners association levied any special assessments or similar charges? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Do the <b>CCRBR</b> or condominium master deed create guest or visitor restrictions? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Do the <b>CCRBR</b> or condominium master deed create animal restrictions? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Does the property include assigned parking spaces, lockers, garages or carports? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Are keys, key fobs or access codes required to access common or recreational areas? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Will any membership other than owner association transfer with the properties? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Are there any known common area problems? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Is property or common area structures subject to South Carolina Coastal Zone Management Act? .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Is there a transfer fee levied to transfer the property?*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(\* Question does not include recording costs related to value or deed stamps.)

Explain any yes answers in the space below and attach any additional sheets or relevant documents as needed: \_\_\_\_\_

Owner signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Owner signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Purchaser signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Purchaser signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_





**AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE  
(RESIDENTIAL)**

**PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.**

**1. PARTIES:** This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into by:

Buyer(s), TBD

\_\_\_\_\_ ("Buyer"), and

Seller(s), Curtis P. Sigmon

\_\_\_\_\_ ("Seller").

(A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.

(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.

(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing. TBD

(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to initially cause this primary Contract to be binding on all Parties.

(E) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.

(F) "Time" - all time stated shall be South Carolina local time. **Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.**

☐ **BUYER** ☐ **SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE**

\_\_\_\_\_, (initials) **BUYER(s)** acknowledges receipt of the SC Disclosure of Brokerage Relationships form and is receiving ☐ Client ☒ Customer service in this transaction.

\_\_\_\_\_, (initials) **SELLER(s)** acknowledges receipt of the SC Disclosure of Brokerage Relationships form and is receiving ☒ Client ☐ Customer service in this transaction.

**2. PURCHASE PRICE: \$ TBD**

Payable by transfer of Good Funds via ☐ Finance or ☐ a combination of Finance and Cash USD or ☐ Cash USD.

Verification of Cash available for Closing is ☐ attached ☒ not attached ☐ to be Delivered before \_\_\_\_\_.

This Contract ☐ is ☒ is not contingent upon the sale and closing of Buyer's real property and SCR504 ☐ is ☒ is not attached.

**3. PROPERTY:** Hereby acknowledging sufficient good Contract consideration (e.g. mutual promises herein), Seller will sell and convey and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain in operable condition the Property and any personal property conveying in same operable condition, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal operable wear and tear. Buyer acknowledges opportunity to inquire about owners association issues, common area issues, condominium master deed issues, assigned parking/storage areas, memberships, lease issues and financed equipment prior to signing Contract. Leasing issues and items and financed equipment see Adjustments (e.g. tenants, leases, future vacation renters, SC vacation rental act reservations, rents, deposits, documents, solar panels, fuel tanks with fuel, alarm systems, satellite equipment, roll carts).

Address 511 Cedar Grove Rd Unit # \_\_\_\_\_

City Clover State of South Carolina

Zip 29710-8739 County of York

Lot n/a Block n/a Section/Phase n/a Subdivision None.

Other Parcel # 251-00-00-053 Tax Map n/a

Parties agree that no personal property will transfer as part of this sale, except described below and/or ☐ in attachment(s):

[ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] SELLER [ \_\_\_\_\_ ] SELLER

[ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] SELLER [ \_\_\_\_\_ ] SELLER

HAVE READ THIS PAGE

6/2022 FORM 310 PAGE 1 of 8



**4. CONVEYANCE/CLOSING/POSSESSION:** "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before December 16, 2022 ("Closing Date"). Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in name(s): TBD

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Parties agree to hire/use licensed Attorney(s). Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing.

**5. EARNEST MONEY:** Total \$ 25,000.00 (USD) Earnest Money is paid as follows: \$ \_\_\_\_\_ accompanies this offer and \$ 25,000.00 will be paid by 6 P.M. on November 1, 2022 (date) and Earnest Money is in the form of ☒ check ☐ cash ☐ other (e.g. wire) \_\_\_\_\_ to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize Dan McLemore as Escrow Agent to deposit and hold and disburse earnest money according to the terms of any separate escrow agreement, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request. If Earnest Money is not delivered by the agreed upon date above Seller may terminate the contract by delivering Notice of Termination to the Buyer.

**THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT (e.g. SCR518, SCR517, MEDIATION AGREEMENT) OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR RELATED TO EARNEST MONEY, PARTY RECEIVING THE LEAST AMOUNT OF EARNEST MONEY IN THE COURT'S DISBURSEMENT ORDER AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER IS TO BE UTILIZED, PARTIES AGREE THAT \$ None SHALL BE PAID TO THE ESCROW AGENT BY THE PARTIES AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION PROCEEDINGS ON EARNEST MONEY.**

**6. TRANSACTION COSTS:** Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (including but not limited to mortgage insurance, title insurance lender/owner, flood, insurance, and hazard insurance) discount points, interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes prorated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

All costs to obtain information from or pertaining to owners' association, private/public transfer fees, and any costs similar to transfer fees (e.g. certificate of assessment, capital contributions, working capital, estoppel fees or otherwise named but similar fees) are the ☐ Seller's or ☐ Buyer's transaction costs. If no box is checked these costs will be added to Seller's transaction costs.

At Closing, Seller will pay Buyer's transaction costs not to exceed \$ None, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

Unless otherwise agreed upon in writing, Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs.

[ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] SELLER [ \_\_\_\_\_ ] SELLER  
[ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] SELLER [ \_\_\_\_\_ ] SELLER  
HAVE READ THIS PAGE



**7. FINANCE:** Buyer's obligation under this Contract ☐ is ☒ is not contingent upon obtaining financing of a ☐ 30 year or ☐ 15 year or ☐ other n/a purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts to a maximum n/a % of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize Buyer's Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing by \_\_\_\_\_ (date) and shall Deliver Notice to Seller of reasonable pre-final loan approval (e.g. pre-approval letter, initial approval letter) that contains no unreasonable credit, income, or asset conditions by \_\_\_\_\_ (date) (no repairs required prior to this Notice). Final loan approval occurs when Lender funds loan(s). If the Buyer changes their Lender during the Financing Period they must notify the seller in writing within \_\_\_\_\_ calendar days. Absent written approval by the Seller, Buyer cannot change lender if the closing date agreed upon in Paragraph 4 will change as a direct result. If a Lender subsequently declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. If the Seller and Brokers are notified of inability to obtain financing during the Financing Period, either Party may terminate this Contract by Notice.

Lender (may change): \_\_\_\_\_ ☐ FHA ☐ VA ☐ Conventional ☐ Seller  
☐ Other \_\_\_\_\_. An FHA VA Financing Addendum ☐ is ☐ is not attached. Additional financing terms  
☐ are ☐ are not attached.

**8. DUE DILIGENCE:**

The DUE DILIGENCE PERIOD begins upon the Effective Date and shall expire at 6 P.M. on None.  
(date). Any extension to this date must be made in writing and agreed to by both Parties.

During the Due Diligence Period, Buyer may take timely/prudent steps to help Buyer/Inspectors, Seller/Estimators, and REALTORS® all have adequate time for: Buyer to coordinate Inspections and Repair Requests, Seller to obtain Repair estimates, Buyer and Seller to negotiate Repairs, and Buyer to potentially timely/properly Due Diligence terminate or buy.

**During the Due Diligence Period, Seller agrees Buyer may rely on the following list of five items in accordance with Contract and laws. Buyer is solely responsible for Inspections. Buyer is not required to Inspect. Until Buyer timely/properly terminates the Contract or the Parties agree on an amended Contract, the Buyer can rely on #1, #2, #3, #4, and #5. TIME IS OF THE ESSENCE. Delivering a Repair Request does not extend the Due Diligence Period.**

- (1) Conduct/obtain Inspections [e.g. on site conditions, off site conditions]
- (2) Deliver Repairs Requests Notice to Seller [e.g. SCR525 with all repair requests, all/portions of reports]
- (3) Proceed under amended Contract [e.g. SCR310 and SCR525, SCR390, SCR391]
- (4) Proceed under As Is Contract [e.g. Buyer desires to buy anyway, Buyer wants Property without Repair]
- (5) Terminate Contract by timely/properly Delivering "Notice of Termination" and "Termination Fee" to Seller within the Due Diligence Period.

**TERMINATION:** During the Due Diligence Period, Buyer may unilaterally terminate this Contract only by Delivering to the Seller both Notice of Termination and a Termination Fee of \$ None USD Good Funds.

**DURING THE DUE DILIGENCE PERIOD, SHOULD BUYER FAIL TO OBTAIN A NEW/AMENDED CONTRACT WITH THE SELLER OR BUYER FAIL TO TIMELY/PROPERLY DUE DILIGENCE TERMINATE THE CONTRACT DURING THE DUE DILIGENCE PERIOD: The Buyer agrees to buy and Seller agree to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear otherwise without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed in writing by the Parties in this Contract**

**9. INSPECTION/REINSPECTION RIGHTS:** Buyer and SC licensed and insured inspectors ("Inspectors") reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

[ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] SELLER [ \_\_\_\_\_ ] SELLER  
[ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] SELLER [ \_\_\_\_\_ ] SELLER  
HAVE READ THIS PAGE



Sellers will make the Property accessible for Inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will grant the Buyer the right to perform a final walkthrough inspection of the property within 48 hours prior to the closing date. Seller will keep all utilities operational through Closing unless otherwise agreed:

☒ Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the Inspections

Other \_\_\_\_\_ ☐ see attached.

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

#### 10. APPRAISED VALUE:

☐ This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Calendar Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. If Seller is aware and refuses to reduce as stated above, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller.

☒ This Contract is not contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

**11. WOOD INFESTATION REPORT:** If the Property to be sold has been previously occupied, this Contract is ☐ contingent ☒ not contingent upon the ☒ Buyer ☒ Seller having the Property inspected at their expense by a qualified/licensed/bonded pest control operator selected by the ☒ Buyer ☒ Seller. ☐ Buyer ☒ Seller shall deliver timely Notice of and shall deliver to Closing a CL100 Wood Infestation Report dated no earlier than 30 calendar days prior to Closing and no later than \_\_\_\_\_ calendar days prior to Closing. If the Buyer is responsible for having the Property inspected as indicated above, but does not have the Property timely inspected for the report's required Delivery time frame, the Buyer waives any and all rights under the terms of this section. The Seller makes no warranties with regard to matters covered by such infestation report or any other improvement unless specifically stated in this Contract.

If the wood infestation report reveals the presence or indication of or damages by termite infestation or other wood destroying organisms, Seller shall remedy such deficiencies and shall furnish the Buyer with a CL100 wood infestation report by a qualified/licensed/bonded pest control operator (dated no earlier than 30 calendar days prior to Closing) that the Property is free from infestation or any damage herein mentioned; or documentation that the infestation has been treated and damage has been repaired as appropriate in a workmanlike manner on or before closing and reported by an appropriate licensee. State law and regulations control CL100 issues. If the Seller does not make the repairs and treatment, the Buyer shall have the option to (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Contract by Delivering Notice of Termination to the Seller. If the Property to be sold has not been previously occupied, Seller shall certify that the Dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide at Closing to the Buyer a written certification from a qualified/licensed/bonded pest control operator. The obligations of the Seller under this Section terminate after the Closing.

**12. SURVEY, TITLE EXAMINATION, ELEVATION, INSURANCE:** Brokers recommend Buyer have Property surveyed, title examined, elevation/wetlands/beachfront determined, and appropriate insurance (e.g. flood, flood contents, hazard, liability, owner's title) effective at Closing. Unless otherwise agreed upon in writing by Parties, Buyer to obtain new insurance policies by Closing and Seller may cancel existing insurance after Closing. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing, availability, coverage, and requirements of insurance (e.g. flood, flood contents, hazard, liability) for the property prior to signing Contract.

**13. SURVIVAL:** If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

[ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] SELLER [ \_\_\_\_\_ ] SELLER  
[ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] SELLER [ \_\_\_\_\_ ] SELLER  
HAVE READ THIS PAGE



**14. HOME WARRANTY COMPANY OPTIONAL COVERAGE ("HWC"):** Parties agree that a Home Warranty ordered by \_\_\_\_\_ with at least twelve months of coverage after Closing Date ☐ will ☒ will not be provided by Closing and \$ \_\_\_\_\_ will be paid by \_\_\_\_\_ to the Home Warranty Company. Buyer to pay any deficit and surplus reverts to payor. Proposed HWC and type of HWC: \_\_\_\_\_.  
**NOTICE:** THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

**15. FIRE OR CASUALTY OR INJURY:** In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Parties will have the right for 5 Calendar Days after Notice of damage to Deliver Notice of Termination to other Party. If Party does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount sufficient for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

**16. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:**

☒ Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy (e.g. delivering a corrected CDS to the Buyer/making reasonable repairs prior to Closing). Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers have met requirements of SC Code 27-50-70 and Brokers are not responsible or liable for any information in the CDS. CDS is not a substitute for the Buyers and Inspectors inspecting the Property (related issues/onsite/offsite) "Property issues" for all needs.

☐ Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13). Buyers have sole responsibility to inspect Property Issues for all their needs.

**17. LEAD BASED PAINT/LEAD HAZARDS:** If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms (e.g. SCR315) and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect Your Family From Lead in Your Home." For their protection, Buyers should conduct/obtain Inspections of all Property issues per their needs.

**18. SEX OFFENDER/CRIMINAL INFORMATION:** Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree 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 Buyer 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.

**19. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION:** According to the South Carolina Real Estate Commission regulations and South Carolina laws, any interest earned from deposit to Closing on Buyer's earnest money deposit belongs to Buyer. It is understood that Broker ☒ may ☐ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Parties agree that Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

**20. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX:** Seller and Buyer will comply with the provisions of South Carolina laws [e.g. 12-8-580 (as amended)] regarding state income tax withholding requirements if the Seller is not a resident or has not filed South Carolina state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

**21. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE):** Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms; and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

[ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] SELLER [ \_\_\_\_\_ ] SELLER  
[ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] SELLER [ \_\_\_\_\_ ] SELLER  
HAVE READ THIS PAGE



**22. ADJUSTMENTS:** Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available and Buyer takes timely reasonable steps to minimize taxes. This section survives Closing. Buyer is solely responsible for timely and reasonably minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel. Special assessments approved prior to Closing shall be the responsibility of the Seller. Special Assessments approved after Closing shall be the responsibility of the Buyer.

**23. DEFAULT:**

- (A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
- (i) Deliver Notice of Default to Seller and terminate Contract; and
  - (ii) Pursue any remedies available to Buyer at law or equity; and
  - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller found in default/breach of Contract.
- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
- (i) Deliver Notice of Default to Buyer and terminate Contract; and
  - (ii) Pursue any remedies available to Seller at law or equity; and
  - (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer found in default/breach of Contract.
- (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
- (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

**24. MEDIATION:** To potentially avoid expensive/lengthy/uncertain litigation, Parties may voluntarily/cooperatively decide which mediator to hire, how to pay the mediator, where to meet for mediation talks, and their own settlement agreement. Mediators do not decide settlement outcomes (Parties decide). Mediators merely facilitate the Parties reaching their own settlement and documenting settlement. Parties agree to attempt mediation for any dispute, claim, breach, representations made by any Party. Broker/other (e.g. concealment, misrepresentation, negligence, fraud) or service issues related to this Contract by using the National Association of REALTORS® Mediation Dispute Resolution System 803-772-5206 or [www.NAR.REALTOR/policy/mediation](http://www.NAR.REALTOR/policy/mediation) or [www.screaltors.org/mediation](http://www.screaltors.org/mediation)). Parties agree that the duty to attempt mediation survives closing and any signed mediation settlement agreement is binding. Parties agree some matters may proceed without mediation (e.g. foreclosure, action to enforce a mortgage or deed of trust or "rent to own" agreement, unlawful detainer action, file/enforce mechanic's lien, probate issues, interpleader action on earnest money). Parties agree some matters are not a waiver of mediation nor a breach of duty to attempt mediation (e.g. filing judicial action enabling recording notice of pending action, order for attachment/receivership/injunction or other provisional remedies).

**25. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE):** Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

**26. BROKER DISCLAIMER:** Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (8) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

**27. BROKERS COMPENSATION:** Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a South Carolina law firm to escrow only the disputed amount of

[ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] SELLER [ \_\_\_\_\_ ] SELLER  
[ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] SELLER [ \_\_\_\_\_ ] SELLER  
HAVE READ THIS PAGE



Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency and/or non-agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid in accordance with laws and REALTOR® ethics.

**28. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS:** There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. Parties shall initial and date Contract changes. If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, such documents can be further identified or described here (e.g. SCR 390, 391, 503, 504, 315, 320, 393, 370, 375, 513, 610): \_\_\_\_\_

**29. NOTICE AND DELIVERY:** Notice is any unilateral communication (e.g. offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will only be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

**30. Acknowledgements:** Due to potential criminal activity, parties are solely responsible to verify all wiring instructions with law firm/bank. Parties are also advised and understand that audio/visual surveillance may occur in the property and parties should plan accordingly and comply with all federal, state, and local laws. Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the SC Disclosure of Real Estate Brokerage Relationships form, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

**31. EXPIRATION OF OFFER:** When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at \_\_\_\_\_ ☐ AM ☐ PM on \_\_\_\_\_, \_\_\_\_\_ unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline. **This offer will expire automatically if no action is taken by either party 30 calendar days after the offer's submittal.**

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/belief. If signee is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are ☐ attached or ☐ to be Delivered to the other Party within \_\_\_\_\_ Calendar Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
TBD

BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

NOTICE ADDRESS/EMAIL/FAX: \_\_\_\_\_

[ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] SELLER [ \_\_\_\_\_ ] SELLER  
[ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] BUYER [ \_\_\_\_\_ ] SELLER [ \_\_\_\_\_ ] SELLER  
HAVE READ THIS PAGE



SELLER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
Curtis P. Sigmon

SELLER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

SELLER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

SELLER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

NOTICE ADDRESS/EMAIL/FAX: \_\_\_\_\_

Buyer's Agent/Company Buyer's Agent License #/LLR Office Code

Buyer's Agent's Email Address Buyer's Agent Telephone Number

Danny McLemore United Country Real Estate The McLemore Group 4780  
Seller's Agent/Company Seller's Agent License #/LLR Office Code

dan@themclemoregroup.com (704)564-0351  
Seller's Agent's Email Address Seller's Agent Telephone Number

REALTOR® is the registered collective membership mark which may be used only by those real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its strict professional Code of Ethics. The South Carolina Association of REALTORS® (SCR) owns copyright to the content of this form and expressly prohibits the display, distribution, duplication, transmission, alteration, or reproduction of any part of SCR copyright content as well as the use of the name "South Carolina Association of REALTORS®" in connection with any written or electronic format without the prior written consent of SCR. SCR makes no representation as to the legal adequacy of this form or the information added for a specific transaction and recommends that Parties consult a SC attorney prior to signing to ensure the completed form meets your legal need.

[ ] BUYER [ ] BUYER [ ] SELLER [ ] SELLER  
[ ] BUYER [ ] BUYER [ ] SELLER [ ] SELLER  
HAVE READ THIS PAGE



# 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 NOT to establish an agency relationship. The law requires real estate licensees to perform the following **basic duties** when dealing with **any** real estate buyer or seller as customers: **present all offers in a timely manner, account for money or other property received on your behalf, provide an explanation of the scope of services to be provided, be fair and honest and provide accurate information, 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 not act as your agent. As a customer, you should not 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 unless a transaction broker agreement or compensation agreement obligates you otherwise.

## 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.

(Rev 1/17) Page 1 of 2



# 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/>

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.

- 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.

### Acknowledgement of Receipt by Consumer:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**THIS DOCUMENT IS NOT A CONTRACT.**  
This brochure has been approved by South Carolina Real Estate Commission for use in explaining representation issues in real estate transactions and consumer rights as a buyer or seller. Reprinting without permission is permitted provided no changes or modifications are made.