

Contact Information Form



Name: _____

Name: _____

Mailing Address:

Street: _____

City: _____

State: _____ Zip: _____

Email: _____ / _____

Email: _____ / _____

Home Phone: _____

Local #: _____

Cell #1: _____

Cell #2: _____

Fax: _____

Work #1: _____

Work #2: _____

Caretaker: _____

Phone #1: _____

Phone #2: _____

Rental Company: _____

Phone #1: _____

Door Code: _____ Alarm Code: _____

Garage Door Code: _____

MLS Showing Instructions:

CRG Showing Instructions:

Multiple Listing Service of Hilton Head Island, Inc.

www.hiltonheadmls.com E-mail: MemberServices@hiltonheadmls.com

MLS # _____

Box = required field
* = numeric value

EXCLUSIVE RIGHT TO SELL AGREEMENT

Select Property Type: HOME TOWNHOUSE VILLA LAND/LOT

REB NAME _____ MLS REB ID _____ REB PH _____ REB FAX _____

AGENT NAME _____ LISTING AGENT ID _____ AGENT PH _____

AGENT FAX _____ AGENT E-MAIL _____

A. Employment: In consideration of the services of, _____ hereinafter called "Broker," I/We, the undersigned Owner(s), hereinafter called "Owner(s)," appoint Broker as my/our exclusive sales agent, and give Broker the exclusive right to list and sell the Property located at _____ (address) hereinafter called "Property" at a List Price of \$_____, in the County marked below:

County: Allendale Barnwell Colleton Jasper Bamberg Beaufort Hampton Orangeburg

For the period, from **List Date:** _____ to **Expire Date:** _____, hereinafter called the "term," at the gross sales price specified above. The Owner and Broker understand that this Agreement is a contract, and that the term of this Agreement extends until the date noted above unless terminated sooner by written consent of both parties. During the term of this Agreement, Owner is contractually obligated to pay a commission to Broker pursuant to the terms and conditions of Paragraph B below.

Further, any listing Broker acting as the agent of the Owner(s) under this Exclusive Right to Sell Agreement cannot market the listing within HHMLS as an Exclusive Right to Sell if a "for sale by owner" sign is to be displayed at any time, or the Property is advertised either electronically or by printed media as "for sale by owner", and/or if the listing Broker gives cooperating broker(s) the authority to present offers to purchase directly to the Owner(s).

The contractual obligations of this Agreement are separate from those obligations stemming from the parties' agency relationship. The parties' agency relationship may be terminated unilaterally by Owner at any time. Should Owner elect to do so, the Broker shall no longer have the right to list and sell the Property; however, the termination of the agency relationship between the parties will not affect the Owner's contractual obligation in this Agreement to pay a commission to Broker pursuant to Paragraph B below.

B. Commission:

1. Owner agrees to pay Broker a sales commission of \$_____ or _____ (____%) percent of the sales price if a buyer is secured who is ready, willing and able to purchase the Property at the price and on the terms aforesaid or at any price and terms acceptable to Owner. Said commission shall be paid at closing of sale or default of Owner.

2. Said commission shall be paid to Broker if the Property is sold during the term of this Agreement, regardless of whether the sale is made by Broker, by Owner, or by any other broker or agent, or by any other person or any other means. However, Owner has the right to list on this Agreement any parties to whom Owner reserves the right to sell, and if a sale to any of such parties occurs within fourteen (14) days after the date hereof, Owner is not obligated to pay a commission to Broker.

3. Owner shall also pay said commission to Broker if: (a) within ten (10) days after expiration of this Agreement Broker provides in writing to Owner the names of prospective buyers who were shown or offered the Property during the terms of this Agreement and (b) Owner sells the Property to any of such prospective buyers within six (6) months after expiration of this Agreement. However, such commission shall not be due to Broker if a sale is made after the expiration hereof by or through an HHMLS Broker who has a then current, valid listing agreement with Owner.

4. If suit is brought to collect the compensation or if Broker successfully defends any action brought against Broker by Owner relating to this authorization or under any sales agreement relating to the Property, Owner agrees to pay all costs incurred by Broker in connection with such action, including a reasonable attorney's fee.

5. Owner agrees that Broker may compensate an agent representing a purchaser from the fee described above. It is also possible that a buyer represented by Broker will want to see Owner's Property, and since both Owner and a buyer have different interests to protect in the negotiation process, certain differences or conflicts may arise. Accordingly, Broker will represent both the Owner and a buyer only with both parties' written consent after full disclosure of the consequences of dual agency.

C. CONTRACT OF SALE, CLOSING COSTS, AND TITLE. Upon procurement of a purchaser whose offer complies with the terms of sale, Owner agrees to enter into the customary written Contract of Sale Agreement, which will contain the terms and conditions of sale and customary provisions as to quality of title to be conveyed by Owner, the examination of title by purchaser, curing of any title defects by Owner, and proration of interest on encumbrances, taxes and rents (if any). Owner agrees to pay for preparation of the deed and recording fees for the deed, and Owner agrees to execute and deliver to the purchaser a general warranty deed conveying the Property free and clear of all monetary liens and encumbrances, except those set forth in the Contract of Sale Agreement.

D. DEFAULT BY PURCHASER. As the exclusive agent for Owner, Broker is authorized to receive and hold in Broker's Trust Account until closing, all sums paid as a deposit on the purchase of the Property, and Owner agrees that if such deposit is forfeited by the purchaser, Broker is authorized to retain one-half (1/2) of such forfeited amount as a sales commission, provided such amount retained does not exceed the amount of the commission specified above. The balance of the forfeited deposit shall be paid to Owner.

E. OWNER HOLD HARMLESS. Owner shall hold harmless and indemnify the Broker and Broker's agents from any liability caused by latent, undisclosed, pre-existing conditions, if any, including but not limited to, structural and/or mechanical deficiencies which exist now or occur up to the time of closing.

F. LOCKBOX OPTION. Owner (check one) does () does not () authorize Broker to install a lockbox on the Property containing a key to the Property. Owner acknowledges and understands the use, risk and precautions taken in connection with its use and assumes the risk thereof. **HHMLS Lockbox on Property:** Y N **Lockbox #:** _____ *

G. OWNERSHIP. The undersigned, by the execution of this Agreement, certifies that they are the Owner of record of the Property or, in the event the Property Owner is other than that individual, they have the authority to bind the Owner of the Property by executing the within Agreement.

H. OTHER AUTHORIZATIONS. Owner authorizes Broker to take photos, advertise, print and publish this Property to other brokers and the general public including but not limited to Internet display.

Photo: (Select 1) No Photo Agent Upload Photo MLS Take Photo (\$) # Photos to Order: _____

Virtual Tour: Y N VT Type: MLS VT Other VT# of Shots: _____ VT URL _____

Internet Listing: Y N

I. OWNERS' REPRESENTATIONS: Owner directs Broker: 1) to place the listing in the Multiple Listing Service of Hilton Head Island, Inc. (HHMLS) compilation which will constitute an offer of sub agency to all participants in HHMLS; 2) to hold Broker and HHMLS harmless for any damages or liability that may occur in the showing of the Property; 3) that the care and custody of the Property is not the responsibility of the Broker or HHMLS; and 4) that the information contained in this within Agreement is, to the best of Owner's knowledge, accurate and correct.

J. OWNER OPTIONS:

Owner acknowledges receiving an explanation of the types of agency relationships that are offered by brokerage and an Agency Disclosure Form at the first practical opportunity at which substantive contact occurred between the agent and seller.

Owner acknowledges that after entering into this written Agreement, Broker may request a modification in order to act as a dual agent or a designated agent in a specific transaction. If asked:

Permission to act as a dual agent will not be considered.

Permission to act as a dual agent may be considered at the time I/we are provided with information about the other party to a transaction. If I/we agree, I/we will execute a separate written Dual Agency Agreement.

Permission to act as a designated agent will not be considered.

Permission to act as a designated agent may be considered at the time I/we are provided with information about the other party to a transaction. If I/we agree, I/we will execute a separate written Designated Agency Agreement.

Check One:

Owner(s) understands and agrees that Broker may show the street address of the Property on the Internet.

Owner(s) do not authorize Broker to show the street address of the Property on the Internet.

Broker-In-Charge (BIC):

Company Name

BIC Signature

BIC Address

BIC E-Mail: _____

BIC Phone: _____

Date: _____

*Coop Brk Compensation Amount: _____

Coop Brk Compensation Type: (\$ Dollar Amount (%) Percentage

Owner:

Owner Name

Owner Name

Owner Signature

Owner Signature

Owner E-Mail: _____

Owner Phone: (H) (W)

Date: _____



Data Input Profile Sheet: Residential-Single Family

Listing Agreement Must Accompany this Form

* Next to a field denotes numeric value. (\$) denotes additional fees.

ML# _____

HHIMLS Entry
Date _____

Location and Type

Type (Select 1) Full size Manufactured Mobile Home Patio Townhouse

List Agreement EA - Exclusive Agency ER - Exclusive Right w/MLS Agreement EN - Exclusive non-MLS Agreement

If an Exclusive Agency, must disclose Listing Agent and REB in all Advertisements and Signage.

*List Price \$ _____ *List Date _____ *Expire Date _____ IDX Opt In Yes No

Broker Listing Agreement Signature Date _____ Consumer Comments Yes No Allow AVMS Yes No

MLS Lockbox: Yes, owner authorizes Broker to install; *HHIMLS Lockbox Number _____
 No, owner does not authorize Broker to install

Not Included in Sale:

Location Information (Area / Sub Area)

<input type="checkbox"/> 1 Sea Pines <input type="checkbox"/> Central <input type="checkbox"/> Club Course <input type="checkbox"/> Harbour Town <input type="checkbox"/> Heritage Woods <input type="checkbox"/> Heron Point Course/Salt Marsh <input type="checkbox"/> Land Side <input type="checkbox"/> Ocean Course <input type="checkbox"/> Ocean Side <input type="checkbox"/> South Beach <input type="checkbox"/> 2 Forest Beach <input type="checkbox"/> North Forest Beach <input type="checkbox"/> South Forest Beach <input type="checkbox"/> 3 Shipyard <input type="checkbox"/> 4 Wexford <input type="checkbox"/> 5 Long Cove <input type="checkbox"/> 6 Palmetto Dunes/Shelter Cve <input type="checkbox"/> Inverness Side <input type="checkbox"/> Leamington <input type="checkbox"/> Mariners Side <input type="checkbox"/> Shelter Cove <input type="checkbox"/> 7 Folly Field <input type="checkbox"/> 8 Port Royal <input type="checkbox"/> Barony Course <input type="checkbox"/> Ocean Side Port Royal Dr <input type="checkbox"/> Outside Gate <input type="checkbox"/> Robbers Row Course <input type="checkbox"/> Sound Side Port Royal Dr <input type="checkbox"/> 9 Hilton Head Plantation <input type="checkbox"/> Bear Creek Course <input type="checkbox"/> Country Club of HH <input type="checkbox"/> Dolphin Head Course <input type="checkbox"/> Other <input type="checkbox"/> Oyster reef Course <input type="checkbox"/> Shell Streets <input type="checkbox"/> 10 Palmetto Hall	<input type="checkbox"/> 11 Indigo Run <input type="checkbox"/> Broad Point <input type="checkbox"/> Golden Bear <input type="checkbox"/> Golf Club <input type="checkbox"/> River Club <input type="checkbox"/> The Owner's Club <input type="checkbox"/> 12 Spanish Wells <input type="checkbox"/> 13 Windmill Harbour <input type="checkbox"/> 14 HH/Off Plantation <input type="checkbox"/> Beach City Road <input type="checkbox"/> Blue Heron Point <input type="checkbox"/> Bradley Beach <input type="checkbox"/> Broad Creek area <input type="checkbox"/> Burkes Beach <input type="checkbox"/> Burkes/Seaside <input type="checkbox"/> Chaplin <input type="checkbox"/> Fish haul <input type="checkbox"/> Jonesville <input type="checkbox"/> Marshland Road <input type="checkbox"/> Mathews Drive <input type="checkbox"/> Mitchelville <input type="checkbox"/> Palmetto Bay <input type="checkbox"/> Palmetto Headlands <input type="checkbox"/> Point Comfort <input type="checkbox"/> Port Royal Resort <input type="checkbox"/> Singleton Beach <input type="checkbox"/> Spanish Wells Road <input type="checkbox"/> Wild Horse/ Squire/ Gumtree <input type="checkbox"/> William Hilton Parkway <input type="checkbox"/> Yacht Cove <input type="checkbox"/> 15 Daufuskie Island <input type="checkbox"/> Beachfield <input type="checkbox"/> Bloody Point <input type="checkbox"/> Cedar Cove <input type="checkbox"/> Haig Point	<input type="checkbox"/> Historical <input type="checkbox"/> Melrose <input type="checkbox"/> Oak Ridge <input type="checkbox"/> 16 Bluffton/Off Plantation <input type="checkbox"/> 170 North to Oldfield <input type="checkbox"/> 170 South to Jasper County <input type="checkbox"/> Alljoy Rd Area <input type="checkbox"/> Buckwalter Parkway <input type="checkbox"/> Buckwalter Parkway to 170 <input type="checkbox"/> Burnt Church to Simmonsville <input type="checkbox"/> HH Bridge to Burnt Church Rd <input type="checkbox"/> Hwy 46 - May River Side <input type="checkbox"/> Old Town Bluffton <input type="checkbox"/> Pinckney Colony <input type="checkbox"/> Simmonsville Rd to Buckwalter <input type="checkbox"/> University Park <input type="checkbox"/> 17 Moss Creek <input type="checkbox"/> 18 Colleton River <input type="checkbox"/> 19 Belfair <input type="checkbox"/> 20 Rose Hill <input type="checkbox"/> Estate Side <input type="checkbox"/> Golf Course Side <input type="checkbox"/> 21 Berkeley Hall <input type="checkbox"/> 22 Palmetto Bluff <input type="checkbox"/> 23 Sun City/River Bend <input type="checkbox"/> RiverBend <input type="checkbox"/> Sun City Common <input type="checkbox"/> Sun City North <input type="checkbox"/> 24 Oldfield <input type="checkbox"/> 25 Callawassie Island <input type="checkbox"/> 26 Spring Island <input type="checkbox"/> 27 Beauf. Co/N of Broad River <input type="checkbox"/> Fripp Island <input type="checkbox"/> Harbor Island <input type="checkbox"/> Ladys Island <input type="checkbox"/> St. Helena	<input type="checkbox"/> 28 Beauf.Co/S of Broad River <input type="checkbox"/> Chechessee Creek <input type="checkbox"/> Heyward Point <input type="checkbox"/> Oldfield to Beaufort <input type="checkbox"/> 29 Brays Island <input type="checkbox"/> 30 Dataw Island <input type="checkbox"/> 31 Hampton Hall <input type="checkbox"/> 32 Hampton Pointe <input type="checkbox"/> 33 Hilton Head Lakes <input type="checkbox"/> 34 Hampton Lake <input type="checkbox"/> 35 Fripp Island <input type="checkbox"/> 40 Jasper County <input type="checkbox"/> 170 to I 95 <input type="checkbox"/> Bees Creek <input type="checkbox"/> Gillisonville <input type="checkbox"/> Hardeeville <input type="checkbox"/> Levy <input type="checkbox"/> Pineland <input type="checkbox"/> Ridgeland <input type="checkbox"/> Tarboro <input type="checkbox"/> The Settings @ Mackays Pt <input type="checkbox"/> Tillman <input type="checkbox"/> Wagon Branch <input type="checkbox"/> 41 Allendale County <input type="checkbox"/> 42 Barnwell County <input type="checkbox"/> 43 Colleton County <input type="checkbox"/> 44 Hampton County <input type="checkbox"/> 45 Orangeburg County <input type="checkbox"/> 46 Bamberg County <input type="checkbox"/> 99 Other SC
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*Legal #: _____ Legal Address: _____

*Street #: _____ Dir Prefix: N NE E SE S SW W NW

Street Name: _____

Street Suffix: _____ City: _____ County: _____ *Zip: _____

Owners' Initials _____ Broker's Initials _____

Fees

*Owner Transfer Fee: _____ *POA Fee: _____ (Select based on Are/Sub Area Auto Populate)

Agent/Office Information

List Agent MLS ID: _____ Agent: _____ Office: _____

Phone: _____ Phone: _____ Email: _____

Co Agent MLS ID: _____ Agent: _____ Office: _____

Phone: _____ Phone: _____ Email: _____

Coop Broker Compensation Amount: _____ Coop Broker Compensation Type Variable Dollar Amount Percentage

Compensation Remarks _____

Property Information

Owner Name: _____ Model Name: _____ Zoning: Mobile Home Residential Rural

Elevation: _____ Tax Key#: _____ Tax Map #: _____

Year Built: _____ Year Remodeled: _____

House/ Lot Info

*Bedrooms: _____ *Full Baths: _____ *Half Baths: _____ Fixer Upper: Yes No

County Tax Living Area (auto populates from Tax Rolls) _____ *Approx. Heated Sqft _____ Own Land Yes No

Furnished: Yes No *Assessed Land Value: _____ *Assessed Building Value: _____ *Row (1-12): _____

Approx. Lot Size: _____ *# Lots: _____

#Acres: 1-3 Acres 1/2-1 Acres 1/4 – 1/2 Acres 10-20 Acres 20 Acres 3-5 Acres

Property Faces: East North Northeast Northwest South Southeast Southwest West Unknown

Location: Oceanfront OceanOrient Soundfront SoundOrient

Property Construction Status: N/A New Construction (Never Occupied) Proposed Construction Under Construction

Special Circumstances: N/A Foreclosure Real Estate Owned Short Sale Short Sale Pre- Approved

Potential Short Sale

Rental Info

Current Rental: Occupied Unoccupied Yes No Term Length: Short Term Long Term

Rental Agent Name: _____ *Rental Co/Agent Phone #: _____

Remarks/Showing Instructions

Private/Confidential Remarks:

Public/Internet Remarks:

Showing Instructions: _____ Owners' Initials _____ Broker's Initials _____

How to Show Appointment Only Call Listing Agent Call OCC LKBX PET Call OCC then LKBX
 Call Rental Agent Key @ Listing Office Lister Must Accompany Lockbox Appointment
 Lockbox No Appointment See Showing Instructions Under Construction Vacant Lot

Features

A/C (Select up to 3)	<input type="checkbox"/> Air to Air <input type="checkbox"/> No Air Conditioning	<input type="checkbox"/> Central <input type="checkbox"/> Solar	<input type="checkbox"/> Ducted for A/C <input type="checkbox"/> Wall	<input type="checkbox"/> Electric <input type="checkbox"/> Window	<input type="checkbox"/> Heat Pump	
Amenities (Select up to 8)	<input type="checkbox"/> No Amenities <input type="checkbox"/> Community Pool <input type="checkbox"/> Elevator <input type="checkbox"/> Leisure Trails <input type="checkbox"/> Villa Pool	<input type="checkbox"/> Boat Storage <input type="checkbox"/> Community Tennis <input type="checkbox"/> Fitness Center <input type="checkbox"/> Marina <input type="checkbox"/> Villa Tennis	<input type="checkbox"/> Clubhouse <input type="checkbox"/> Deep Water Access <input type="checkbox"/> Gardens <input type="checkbox"/> Sec Gate/Guard	<input type="checkbox"/> Community Dock <input type="checkbox"/> Dock <input type="checkbox"/> Golf Privileges <input type="checkbox"/> Stables		
Appliances (Select up to 15)	<input type="checkbox"/> None <input type="checkbox"/> Disposal <input type="checkbox"/> Freezer <input type="checkbox"/> Outdoor Grill <input type="checkbox"/> Range-Gas <input type="checkbox"/> Washer	<input type="checkbox"/> Central Vacuum <input type="checkbox"/> Double Oven <input type="checkbox"/> Ice Machine <input type="checkbox"/> Oven <input type="checkbox"/> Refrigerator <input type="checkbox"/> Wine Cooler	<input type="checkbox"/> Convection Oven <input type="checkbox"/> Dryer <input type="checkbox"/> Indoor Grill <input type="checkbox"/> Oven Self-Cleaning <input type="checkbox"/> Trash Compactor	<input type="checkbox"/> Dishwasher <input type="checkbox"/> Exchangeable Cartridge Range <input type="checkbox"/> Microwave <input type="checkbox"/> Range <input type="checkbox"/> Warming Drawer		
Attic (Select up to 3)	<input type="checkbox"/> None <input type="checkbox"/> Insulated <input type="checkbox"/> Stairs Pull Down	<input type="checkbox"/> Crawl Space <input type="checkbox"/> Partially Floored <input type="checkbox"/> Unfinished	<input type="checkbox"/> Expandable <input type="checkbox"/> Roughed In <input type="checkbox"/> Unknown	<input type="checkbox"/> Finished <input type="checkbox"/> Walk-In	<input type="checkbox"/> Floored <input type="checkbox"/> Stairs Permanent	
Exterior Features (Select up to 30)	<input type="checkbox"/> Back Porch <input type="checkbox"/> Enclosed Porch <input type="checkbox"/> Gazebo <input type="checkbox"/> Hurricane Protection <input type="checkbox"/> Patio <input type="checkbox"/> Propane Tank In-Ground <input type="checkbox"/> Screened Porch <input type="checkbox"/> Storm Door(s)	<input type="checkbox"/> Balcony <input type="checkbox"/> End Unit <input type="checkbox"/> Green Home <input type="checkbox"/> Invisible Fence <input type="checkbox"/> Paved Drive <input type="checkbox"/> Propane Tank Leased <input type="checkbox"/> Screens <input type="checkbox"/> Storm Window(s)	<input type="checkbox"/> Boat lift <input type="checkbox"/> Fence-Privacy <input type="checkbox"/> Grill /Built-In <input type="checkbox"/> Irri System <input type="checkbox"/> Private Tennis Court <input type="checkbox"/> Propane Tank Leased <input type="checkbox"/> Spa/Hot Tub <input type="checkbox"/> Tankless Water Heater	<input type="checkbox"/> Courtyard <input type="checkbox"/> Fenced Yard <input type="checkbox"/> Gutters <input type="checkbox"/> Just painted <input type="checkbox"/> Propane Tank above Ground <input type="checkbox"/> Storage Shed <input type="checkbox"/> Tankless Water Heater	<input type="checkbox"/> Deck <input type="checkbox"/> FP-Outdoor <input type="checkbox"/> Handicap Access <input type="checkbox"/> Outdoor Shower <input type="checkbox"/> Satellite Dish <input type="checkbox"/> Storage Under <input type="checkbox"/> Widow's Walk	
Exterior Type (Select up to 2)	<input type="checkbox"/> Unknown <input type="checkbox"/> Composite Shake <input type="checkbox"/> Masonry/Steel <input type="checkbox"/> Synthetic Stucco	<input type="checkbox"/> Block/Stucco <input type="checkbox"/> Composite Siding <input type="checkbox"/> Masonry/Wood <input type="checkbox"/> Vinyl Siding	<input type="checkbox"/> Board/Batten <input type="checkbox"/> Concrete Block <input type="checkbox"/> Plywood Siding <input type="checkbox"/> Wood Siding	<input type="checkbox"/> Brick <input type="checkbox"/> Hard Coat Stucco <input type="checkbox"/> Steel/Glass <input type="checkbox"/> Wood/Stucco	<input type="checkbox"/> Brick/Wood <input type="checkbox"/> Log <input type="checkbox"/> Stone	
Floors (Select up to 5)	<input type="checkbox"/> Bamboo <input type="checkbox"/> Pavers	<input type="checkbox"/> Carpet <input type="checkbox"/> Pine	<input type="checkbox"/> Concrete <input type="checkbox"/> Slate	<input type="checkbox"/> Manuf/Wood <input type="checkbox"/> Stone	<input type="checkbox"/> Mexican Tile <input type="checkbox"/> Terrazzo <input type="checkbox"/> Parquet <input type="checkbox"/> Tile	
Green Features (Select up to 10)	<input type="checkbox"/> None <input type="checkbox"/> Green Certified Home <input type="checkbox"/> Photovoltaics-Solar Power <input type="checkbox"/> Solar Pool Equipment	<input type="checkbox"/> Unknown <input type="checkbox"/> Leed Certified Neighborhood <input type="checkbox"/> Radiant Heated Floors <input type="checkbox"/> Solar Water Heater	<input type="checkbox"/> Energy Star Home <input type="checkbox"/> LEED Certified <input type="checkbox"/> Rainwater Collection <input type="checkbox"/> Spray Foam Insulation	<input type="checkbox"/> Geothermal HVAC system <input type="checkbox"/> Low VOC Paints <input type="checkbox"/> Sealed Crawl Space <input type="checkbox"/> Tankless Water Heater		
Heat (Select up to 3)	<input type="checkbox"/> Central <input type="checkbox"/> Propane	<input type="checkbox"/> Electric <input type="checkbox"/> Single Zone	<input type="checkbox"/> Gas <input type="checkbox"/> Solar	<input type="checkbox"/> Heat Pump <input type="checkbox"/> Wall Unit	<input type="checkbox"/> Multi Zone <input type="checkbox"/> Water-to-Air	<input type="checkbox"/> No Heating <input type="checkbox"/> Window Unit
Interior Features (Select up to 20)	<input type="checkbox"/> Book Shelves <input type="checkbox"/> Dehumidifier <input type="checkbox"/> Fireplace <input type="checkbox"/> Hot Tub/Spa <input type="checkbox"/> Network Wiring <input type="checkbox"/> Solar Hot Water <input type="checkbox"/> Tankless Water Heater <input type="checkbox"/> Water Soft Equipment	<input type="checkbox"/> Built-Ins <input type="checkbox"/> Drapes <input type="checkbox"/> FP Glass Encl. <input type="checkbox"/> Intercom <input type="checkbox"/> Security Sys <input type="checkbox"/> Sound Sys Wire <input type="checkbox"/> Wet Bar	<input type="checkbox"/> Cable TV <input type="checkbox"/> Elevator <input type="checkbox"/> FP Blower <input type="checkbox"/> Jetted Tub <input type="checkbox"/> Separate Shower <input type="checkbox"/> Steam Shower <input type="checkbox"/> Tray Ceiling <input type="checkbox"/> Wine rack	<input type="checkbox"/> Cathedral Ceiling <input type="checkbox"/> Fire Alarm <input type="checkbox"/> FP Screened <input type="checkbox"/> Just Painted In <input type="checkbox"/> Smoke Alarm <input type="checkbox"/> Sunken Living Room <input type="checkbox"/> Ventilating Fan <input type="checkbox"/> Wood Stove	<input type="checkbox"/> Ceiling Fan(s) <input type="checkbox"/> Fire Sprinklers <input type="checkbox"/> Handicap Access <input type="checkbox"/> Many Closets <input type="checkbox"/> Smooth Ceilings <input type="checkbox"/> Sunken Tub <input type="checkbox"/> Water Purifier	

Owners' Initials _____ Broker's Initials _____

Land (Select up to 6)	<input type="checkbox"/> Adjacent Lot Available	<input type="checkbox"/> Can Be Subdivided	<input type="checkbox"/> Corner Lot	<input type="checkbox"/> Cul-De-Sac	
	<input type="checkbox"/> Dirt Road	<input type="checkbox"/> Drainage Canal	<input type="checkbox"/> Horses Allowed	<input type="checkbox"/> Livestock Allowed	<input type="checkbox"/> Right-of-way
	<input type="checkbox"/> Stables				
Master Bed (Select up to 4)	<input type="checkbox"/> 1st Floor	<input type="checkbox"/> 2nd Floor	<input type="checkbox"/> 3rd Floor	<input type="checkbox"/> 4th Floor	<input type="checkbox"/> Multiple Masters
Parking (Select up to 3)	<input type="checkbox"/> Assigned Parking	<input type="checkbox"/> Carport-1 Car	<input type="checkbox"/> Carport-2 Car	<input type="checkbox"/> Carport – Detached	<input type="checkbox"/> Cart Bay Att
	<input type="checkbox"/> Cart Garage – Det	<input type="checkbox"/> Driveway	<input type="checkbox"/> Garage-1	<input type="checkbox"/> Garage-2	<input type="checkbox"/> Garage-3
	<input type="checkbox"/> Garage-3 Car+	<input type="checkbox"/> Garage – Det	<input type="checkbox"/> None	<input type="checkbox"/> Unassigned	<input type="checkbox"/> Underneath
Restrictions (Select up to 5)	<input type="checkbox"/> Age Specific	<input type="checkbox"/> CCR's Apply	<input type="checkbox"/> Dock	<input type="checkbox"/> Motorcycles Allowed	<input type="checkbox"/> No Motorcycles
	<input type="checkbox"/> No Commercial	<input type="checkbox"/> No Trucks/Trailers	<input type="checkbox"/> No Pets	<input type="checkbox"/> Pets OK	<input type="checkbox"/> Pet Weight Limit
	<input type="checkbox"/> Pets - Owners Only	<input type="checkbox"/> No Restrictions	<input type="checkbox"/> Rental Restricted		<input type="checkbox"/> No RV's/Boats
Roof (Select up to 2)	<input type="checkbox"/> N/A	<input type="checkbox"/> Unknown	<input type="checkbox"/> Asphalt	<input type="checkbox"/> Built Gravel	<input type="checkbox"/> Copper
	<input type="checkbox"/> Flat	<input type="checkbox"/> Metal	<input type="checkbox"/> Rolled	<input type="checkbox"/> Tile/Slate	<input type="checkbox"/> Tin
					<input type="checkbox"/> Fiberglass
					<input type="checkbox"/> Wood Shake
Rooms (Select up to 26)	<input type="checkbox"/> Atrium	<input type="checkbox"/> Bonus	<input type="checkbox"/> Carolina	<input type="checkbox"/> Converted Bedroom	<input type="checkbox"/> Converted Garage
	<input type="checkbox"/> Den	<input type="checkbox"/> Dining Area	<input type="checkbox"/> Dining Room	<input type="checkbox"/> Eat-in-Kitchen	<input type="checkbox"/> Exercise Room
	<input type="checkbox"/> Family	<input type="checkbox"/> Foyer Entrance	<input type="checkbox"/> Game Rm	<input type="checkbox"/> Great Rm	<input type="checkbox"/> Library/Office
	<input type="checkbox"/> In-Law Suite	<input type="checkbox"/> Kitchen	<input type="checkbox"/> Laundry/Utility	<input type="checkbox"/> Leisure Rm	<input type="checkbox"/> Living Rm
	<input type="checkbox"/> Loft	<input type="checkbox"/> Media Rm	<input type="checkbox"/> Pantry	<input type="checkbox"/> Sauna	<input type="checkbox"/> Screen Pat/Por
	<input type="checkbox"/> Storage Rm	<input type="checkbox"/> Wine Cellar	<input type="checkbox"/> Workshop		
Style (Select up to 2)	<input type="checkbox"/> 1 st Elevated	<input type="checkbox"/> 1 st Floor on Grade	<input type="checkbox"/> Efficiency	<input type="checkbox"/> Flat	<input type="checkbox"/> Townhouse
	<input type="checkbox"/> Split Level	<input type="checkbox"/> One Story	<input type="checkbox"/> Two Story	<input type="checkbox"/> Three Story	<input type="checkbox"/> Four Story +
	<input type="checkbox"/> Penthouse				
View (Select up to 2)	<input type="checkbox"/> Deep Water	<input type="checkbox"/> Golf	<input type="checkbox"/> Harbor	<input type="checkbox"/> Lagoon	<input type="checkbox"/> Lake
	<input type="checkbox"/> Landscape	<input type="checkbox"/> Marsh	<input type="checkbox"/> Ocean	<input type="checkbox"/> Pool	<input type="checkbox"/> River
	<input type="checkbox"/> Sound	<input type="checkbox"/> Tennis Court	<input type="checkbox"/> Wooded		
Water/Sewer (Select up to 3)	<input type="checkbox"/> City PSD	<input type="checkbox"/> Community	<input type="checkbox"/> No Sewer	<input type="checkbox"/> Private	<input type="checkbox"/> Public Water Available
	<input type="checkbox"/> Septic Tank	<input type="checkbox"/> Sewer Available	<input type="checkbox"/> Water Well		
Windows (Select up to 3)	<input type="checkbox"/> Unknown	<input type="checkbox"/> Bay	<input type="checkbox"/> Impact-Entire Home	<input type="checkbox"/> Impact-Partial Home	<input type="checkbox"/> Insulated
	<input type="checkbox"/> Tinted				

Possession/Photos/VT:

Possession (Select up to 2)	<input type="checkbox"/> 30 Days	<input type="checkbox"/> 60 Days	<input type="checkbox"/> 90 Days	<input type="checkbox"/> At Closing	
	<input type="checkbox"/> Lease Back	<input type="checkbox"/> Lease/Opt Buy	<input type="checkbox"/> Must Honor Rent	<input type="checkbox"/> Prefer Lse Bk	
	<input type="checkbox"/> SC Voc. Rehabil. Assoc Applies			<input type="checkbox"/> Under Construction	
Finance (Select up to 3)	<input type="checkbox"/> Assume	<input type="checkbox"/> Cash-All Cash	<input type="checkbox"/> Conventional w/SLR 2 nd	<input type="checkbox"/> Conventional	<input type="checkbox"/> Exchange/1031
	<input type="checkbox"/> FHA	<input type="checkbox"/> Foreclosure	<input type="checkbox"/> Land Contract	<input type="checkbox"/> Lot Release	<input type="checkbox"/> Owner Fin 1st
	<input type="checkbox"/> Owner Fin 2 nd	<input type="checkbox"/> Owner Finance	<input type="checkbox"/> Trade	<input type="checkbox"/> USDA	<input type="checkbox"/> Veterans Admin
Trades (Select up to 3)	<input type="checkbox"/> Not Applicable	<input type="checkbox"/> Boatslip	<input type="checkbox"/> Equity	<input type="checkbox"/> House	<input type="checkbox"/> Lot
	<input type="checkbox"/> Securities	<input type="checkbox"/> Timeshare	<input type="checkbox"/> Villa		<input type="checkbox"/> Quatershare

Photos

Photo (Select 1): Agent Upload Order Photos from MLS Photographer (\$)

Photo Order (Select 1): Professional Package (\$) Enhanced Package A (\$) Enhanced Package B (\$) Enhanced Package C (\$)

Owners' Initials _____ Broker's Initials _____

Photo Instructions:

Virtual Tours/ URL's

Virtual Tour Type: (Select 1) Order MLS Videographer (\$*) Other or Property Panorama

Virtual Tour Instructions: _____

Order Community Tour: (Select 1) Yes(\$) No

Community Tour Instructions:

Community Tour URL: _____

Branded Virtual Tour URL: _____

Unbranded Virtual Tour URL: _____

Information is Not Guaranteed – Buyer Must Verify

Owner Name 1

Owner Signature 1

Date _____

Owner Name 2

Owner Signature 2

Date _____

Owner Phone (H)

Owner Phone (W)

Owner Phone (M)

Owner Email

Broker-in-Charge Name

Broker-in-Charge Signature

Date _____

Listing Agent Name

Listing Agent Signature

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 Section § 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 facts about the property if the real estate licensee knows or reasonably should have known 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 purchasers 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) _____

Owner: (_____) (_____) Purchaser (_____) (_____) acknowledge receipt of a copy of this page which is page 1 of 5.

REV: 7/2013

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 type="checkbox"/>	<input type="checkbox"/>
2. Water quality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Water pressure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Sanitary sewage disposal system for any waste water	<input type="checkbox"/>	<input 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 type="checkbox"/>	<input type="checkbox"/>
6. Gutter system	<input type="checkbox"/>	<input type="checkbox"/>	<input 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 type="checkbox"/>
A. Approximate year that current roof covering was installed or modified:_____	. Approximate year structure was built:_____		
B. During your ownership, describe any known roof system leaks and repairs:_____			

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 type="checkbox"/>
9. Electrical system (wiring, panel, fixtures, A/V wiring, outlets, switches, electrical components).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Appliances (range, stove, ovens, dishwasher, refrigerator, washer, dryer, other appliances)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Built-in systems and fixtures (fans, irrigation, pool, security, lighting, A/V, other)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Mechanical systems (pumps, garage door opener, filtration, energy equipment, safety, other)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Heating system(s) (HVAC components)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Cooling system(s) (HVAC components)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Owner: (____) (____) 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 (15-23) 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 type="checkbox"/>	<input type="checkbox"/>
16. 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 type="checkbox"/>
17. 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 type="checkbox"/>	<input type="checkbox"/>
18. Room additions or structural changes to the property during your ownership	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Problems caused by fire, smoke, or water to the property during your ownership	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Drainage, soil stability, atmosphere, or underground problems affecting the property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Erosion or erosion control affecting the property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Flood hazards, wetlands, or flood hazard designations affecting the property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. Flood insurance covering the property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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: _____

Owner: (_____) (_____) 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: _____

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: _____

B. State the name and contact information for any property management company involved (if any): _____

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

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: _____

B. Describe known delinquent charges for real property's gas, electric, water, sewer, and garbage: _____

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

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. Purchasers 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 or other websites).

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

Owner occupied Short sale Bankruptcy Vacant (How long vacant?) _____
 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: _____ Date: _____ Time: _____

Owner Printed Name: _____

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
- Purchasers have sole responsibility for obtaining inspection reports from licensed home inspectors, surveyors, engineers, or other qualified professionals

Purchaser Signature: _____ Date: _____ Time: _____

Purchaser Printed Name: _____

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.

Purchasers 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. Purchasers are solely responsible to determine what items are covered by the owners association charges.

Property Address: _____

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 CCRBR 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 CCRBR or condominium master deed create guest or visitor restrictions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Do the CCRBR 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: _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser 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

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ 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 (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ 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

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based 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 they have provided is true and accurate.

Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date

Home Information Sheet



Property Address: _____

Property Taxes: _____ for year 20____ Rate: 4% 6%

Property Owner's Association (POA): _____

Phone Number: _____ Contact Person: _____

Property Owners Association (POA) Fee: _____ Paid: Annually Monthly

Property Owners Association (POA) Transfer Fee Due at Closing: _____

Home Owner's Insurance Company: _____

Phone Number: _____ Contact Person: _____

Homeowner's Coverage Cost: _____ Paid: Annually Monthly

Wind & Hail Coverage Cost: _____ Paid: Annually Monthly

Flood Insurance Company: _____

Phone Number: _____ Contact Person: _____

Flood Insurance Coverage Cost: _____ Paid: Annually Monthly

Average Cost of Utilities:

Electric Company: _____

Phone Number: _____ Contact Person: _____

Cost of Electric: _____ Paid: Annually Monthly Quarterly

Propane/Gas Company: _____

Phone Number: _____ Contact Person: _____

Cost of Gas/Propane: _____ Paid: Annually Monthly Quarterly

Cable & Internet Company: _____

Phone Number: _____ Contact Person: _____

Cost of Cable & Internet: _____ Paid: Annually Monthly Quarterly

Phone Company: _____

Phone Number: _____ Contact Person: _____

Cost of Phone: _____ Paid: Annually Monthly Quarterly

Water/Sewer Company: _____

Phone Number: _____ Contact Person: _____

Cost of Water/Sewer: _____ Paid: Annually Monthly Quarterly

Unpaid Sewer Hookup Cost: _____ Paid Annually Balance Due: _____

Other Utilities

_____ : _____ Paid: Annually Monthly Quarterly

_____ : _____ Paid: Annually Monthly Quarterly

Service Providers:

Landscape Service Company: _____

Phone Number: _____ Contact Person: _____

Cost of Landscape Service: _____ Paid: Annually Monthly Quarterly

Pool Service Company: _____

Phone Number: _____ Contact Person: _____

Cost of Pool Service: _____ Paid: Annually Monthly Quarterly

Alarm Service Company: _____

Phone Number: _____ Contact Person: _____

Cost of Alarm Service: _____ Paid: Annually Monthly Quarterly

Pest Control Service Company: _____

Phone Number: _____ Contact Person: _____

Cost of Pest Control Service: _____ Paid: Annually Monthly Quarterly

Termite Service Company: _____

Phone Number: _____ Contact Person: _____

Cost of Termite Service: _____ Paid: Annually Monthly Quarterly

Do you have a "Transferable" Termite Bond? Yes No

Trash Service Company: _____

Phone Number: _____ Contact Person: _____

Cost of Trash Service: _____ Paid: Annually Monthly Quarterly

HVAC Service Company: _____

Phone Number: _____ Contact Person: _____

Cost of HVAC Service: _____ Paid: Annually Monthly Quarterly

Other Service Providers:_____
Service Company: _____

Phone Number: _____ Contact Person: _____

Cost of Service: _____ Paid: Annually Monthly Quarterl

Service Company: _____

Phone Number: _____ Contact Person: _____

Cost of Service: _____ Paid: Annually Monthly Quarterly

Service Company: _____

Phone Number: _____ Contact Person: _____

Cost of Service: _____ Paid: Annually Monthly Quarterly

Agency Relationships in South Carolina

The SC Real Estate License Law, in Section 40-57-139 (A) (1) and (2), requires a real estate licensee to provide you this brochure and a meaningful explanation of agency relationships offered by the licensee's Company. 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 Company. 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 Company and not with the associated licensee.**

A real estate Company 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 Company. 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**.

- 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
- Disclose "adverse material 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 Company for agency representation, you are considered a "Customer" of the Company, and the Company will not act as your agent. As a Customer, you should not expect the Company or its licensees to promote your best interest, or to keep your bargaining information confidential.

Customer service does not require a written agreement; therefore, you are not committed to the Company in any way.

You Can Become a Client

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

Now You Are a Customer of the Company

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:

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

If you enter into a written agency agreement, as a Client, you can expect the real estate Company to provide the following client-level services:

- Obedience
- Loyalty
- Disclosure
- Confidentiality
- Accounting
- Reasonable care and skill

Client-level services also include advice, counsel and assistance in negotiations.

Single Agency

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

Disclosed Dual Agency

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

A seller becomes a client of a real estate company by signing a formal listing agreement with the Company. 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 Company which becomes the agent for the seller.

Company. As a disclosed dual agent, the Company 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 Company'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 Company 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.

What to Look For in Any Agreement

- When you choose client-level service, your written Agency Agreement or your agent should answer these questions:
- Can I work with other Companies during the time of the Agreement?
 - What will happen if I buy or sell on my own without the agent?
 - When will this agreement expire?
 - How will the Company be paid for its services?

- Does this Company represent both buyers and sellers as clients?
 - If so, what are the choices if two clients become involved in one transaction?
 - What duties will the Company continue to provide me after the transaction is completed?
- If you plan to become a client of a Company, the licensee will explain the agreement to you fully and will answer questions you may have about the agreement. Remember, however, that until you enter into a representation agreement with the Company, you are considered a customer and the Company cannot be your advocate, cannot advise you on price or terms, and cannot keep your confidences.

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 while the Company represents the other party.
- You can choose to hire the Company for representation through a written agreement.
- If represented by the Company, you can decide whether to go forward under the shared services of dual agency or designated agency or to remain in single agency.

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

This brochure has been approved by the S.C. Real Estate Commission for use in explaining representation issues in real estate transactions and consumers rights as a buyer or seller. Reprinting without permission is permitted provided no changes or modifications are made.

www.llr.state.sc.us/PoI/RealEstateCommission/

Agency Disclosure Brochure

Agency Relationships in Real Estate



South Carolina Department of
Labor, Licensing and
Regulation

South Carolina Real Estate
Commission
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110 Centerview Dr., Suite 201
Columbia, SC 29210

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