**THE CASSIQUE**

**KIAWAH ISLAND REAL ESTATE**

**RESALE LOT CONTRACT**

**THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER SOUTH CAROLINA’S UNIFORM ARBITRATION ACT, S.C. CODE ANN. SECTIONS 15-48-10 ET SEQ.**

**PURCHASER:**

(hereinafter called the “Purchaser” with address for notice purposes)

**SELLER:**

(hereinafter called the “Seller” with address for notice purposes)

**AGENT:** Kiawah Island Real Estate, LLC

1 Kiawah Island Parkway

Kiawah Island, South Carolina 29455

(hereinafter called “KIRE”)

**THIS** **CONTRACT** (the “Contract”) being submitted this  day of **,** **20**, by KIRE to Purchaser shall become binding upon the parties hereto on the date of acceptance by Seller as provided on the last page hereof.

**WHEREAS,** Seller has appointed KIRE as its duly authorized agent for the sale of the Property described in Paragraph 1 below by a duly executed Listing Agreement; and

**WHEREAS,** Purchaser desires to purchase the Property under the terms and conditions of this Contract;

**NOW,** **THEREFORE,** in consideration of Five and no/100 Dollars ($5.00) and the mutual promises contained in this Contract, Seller and Purchaser agree as follows:

**WITNESSETH**

**1. THE PROPERTY.** Seller agrees to sell and Purchaser agrees to buy, subject to prior sale before receipt by KIRE of this Contract properly executed by both parties hereto and the Downpayment as provided for below, the following described Property, Lot Number , Phase , the Cassique Subdivision **(217)**, Seabrook Island, South Carolina, bearing Charleston County TMS# (the “Property”**)** on Seabrook Island, Charleston County, South Carolina, as shown on a plat by  dated the  day of **,** , having latest revision dated the  day of **,** , and recorded in Plat Book , at Page , in the office of the Register of Deeds for Charleston County, South Carolina (the “ROD Office”) and incorporated herein by reference (hereinafter called the “Plat”).

**2.** **PAYMENT.** Purchaser agrees to pay as the full purchase price of the Property the total sum of **Dollars** ($) (the “Purchase Price”), payable as follows:

1. The sum of       **Dollars** ($     ) shall be due  as a binder.
2. The sum of       **Dollars** ($     ) shall be paid on or before the       day of      **,**      , as an additional deposit.
3. The foregoing binder and additional deposit are hereinafter collectively referred to as the “Downpayment”. The Downpayment shall be held in the non-interest bearing escrow account of KIRE in accordance with South Carolina Real Estate License Law.
4. The balance of the Purchase Price at Closing as follows:       **DOLLARS** **(**$     **)** **SHALL BE DUE AND PAYABLE BY WIRING TRANSFER AT CLOSING.**

**3.** **MANDATORY MEMBERSHIP IN THE KIAWAH ISLAND CLUB**.

**The undersigned Purchaser hereby acknowledges and agrees that ownership of a homesite in *Cassique* requires that the Purchaser acquire a membership in The Kiawah Island Club (the Club) in the same classification of membership as is currently held by the Seller, and pay the required membership deposit established by the Club for such classification of membership to the Club. The Seller is currently a** **(fill in classification) Club Member at The Kiawah Island Club.**

**The undersigned Purchaser hereby agrees to submit the attached Conditional Application for Membership Privileges, Club Membership Agreement, and the applicable Conditional membership deposit to the Membership Director at The Kiawah Island Club within five (5) days after executing this Contract.**

**Notwithstanding the above, in the event Purchaser owns other property either on Kiawah Island or at *Cassique* and already is a member in good standing of the Kiawah Island Club, Purchaser may transfer such Club Membership to the Property by (i) completing and signing the attached Conditional Application for Membership Privileges and a Club Membership Agreement for the same classification of Membership currently held by Purchaser; and (ii) submitting the same to the Membership Director at The Kiawah Island Club within five (5) days after executing this Contract.**

**Such Conditional Application for Membership Privileges and Club Membership Agreement shall be accompanied by a written statement from Purchaser requesting that the Membership Director (i) terminate Purchaser’s previous Club Membership; (ii) issue a new Club Membership which shall be appurtenant to the Property Purchaser is acquiring in *Cassique* and subject to the terms and conditions of the Membership Plan (as defined in the Club Membership Agreement{s}); and (iii) transfer Purchaser’s Club Membership deposit to the new Club Membership at *Cassique*.**

**In the event Purchaser desires to hold a different classification of Club Membership than the Club Membership being transferred by Purchaser, Purchaser must first acquire the same classification of Club Membership and then request that the Club change the Club Membership classification pursuant to the terms and conditions of the Membership Plan. Neither Seller, nor KIRE, makes any assurance that such request can or will be granted.**

**The Closing of the transaction contemplated under this Contract shall be contingent upon the undersigned Purchaser either transferring an existing Club Membership to the property in *Cassique* being purchased, or being approved for a new membership in the Club.** **In the event Purchaser does not submit a Conditional Application for Membership Privileges, Club Membership Agreement, and the required Conditional membership deposit to the Club as aforesaid within five (5) days after executing this Contract, or the Purchaser’s final Application for Membership Privileges is not acted upon favorably by the Club, then this Contract shall immediately and automatically terminate, become null and void, and of no further force and effect.**

Should Purchaser’s Application for Membership Privileges in the Club be denied, the Downpayment and Membership Deposit shall be immediately refunded to Purchaser. **IN THE EVENT THIS CONTRACT IS AUTOMATICALLY TERMINATED DUE TO PURCHASER’S FAILURE TO SUBMIT A CONDITIONAL APPLICATION FOR MEMBERSHIP PRIVILEGES, CLUB MEMBERSHIP AGREEMENT AND THE REQUIRED CONDITIONAL MEMBERSHIP DEPOSIT TO THE CLUB WITHIN FIVE (5) DAYS AFTER EXECUTING THIS CONTRACT, SELLER MAY, AT SELLER’S OPTION, RETAIN THE DOWNPAYMENT AS AGREED LIQUIDATED DAMAGES FOR PURCHASER’S FAILURE TO COMPLY WITH THE TERMS AND PROVISIONS OF THIS CONTRACT, AND BOTH PURCHASER AND SELLER AGREE TO EXECUTE A WRITTEN RELEASE OF THE OTHER FROM THIS CONTRACT AND AN AGREEMENT TO HOLD KIRE HARMLESS, AND THE DOWNPAYMENT SHALL PROMPTLY BE RELEASED BY KIRE TO SELLER.**

**\_\_\_\_\_\_\_\_ Purchaser’s initials**

**Upon acceptance by the Club, the closing of the transaction contemplated by this Contract, and the purchase of the homesite in *Cassique*, the undersigned Purchaser shall maintain membership in the Club in good standing and shall pay all required membership deposits, dues, fees, and other charges established by the Club directly to the Club until the closing of the sale of the homesite in *Cassique* by the undersigned Purchaser to a subsequent purchaser of the Property who is a Club Member or has been approved for membership in the Club.**

**This Paragraph 3 shall survive the Closing and transfer of title to Purchaser.**

**4. TITLE.**

1. Seller shall convey to Purchaser in fee simple a good and marketable title to the Property which shall be described according to the Plat, together with any and all easements and other property interests incidental or appurtenant thereto, and be clear of all liens and encumbrances with the exception of the lien of Charleston County taxes for the current year. The Property shall be conveyed subject to (i) any easements shown on the subject Plat; (ii) the general easements, equitable restrictions, limitations on use and affirmative obligations to pay charges all as specified in covenants and restrictions recorded in the ROD Office (hereinafter called the “Covenants”); (iii) any other applicable covenants as hereinafter referred to; and (iv) any mortgage that may be assumed by Purchaser as a part of the transaction contemplated hereby. The deed of conveyance shall contain covenants of general warranty as to the areas above mean high water. In the event the Property is being conveyed together with any buildings and improvements situate thereon, Seller shall give possession to Purchaser on the day and at the time of Closing.
2. Purchaser further acknowledges and agrees that the Property shall be conveyed subject to specific covenants, conditions, restrictions and other limitations, easements, building design and construction guidelines, and provisions regarding mandatory membership in the Kiawah Island Club, as set forth in the Declaration of Covenants and Restrictions for *Cassique* declared by Grantor, dated the 4th day of October, 2000, and recorded in Book K356, page 612, in the ROD Office, as the same may be amended from time to time (the “*Cassique* General Covenants”). Said guidelines include provisions related, but not limited, to: (i) architecture, (ii) design strategies and specifications; (iii) minimum and maximums square footage requirements; (iv) construction materials; (v) height limitations; (vi) site design specifications; (vii) color and texture; (viii) landscaping; and (ix) fencing.
3. Attached hereto and incorporated herein by reference is **Exhibit A**, which is an approximate depiction of the Property and the buildable areas and limited buildable areas therefor. The buildable areas and limited buildable areas depicted on **Exhibit A** shall be those applied by the *Cassique* Architectural Review Board (the “ARB”), subject to the *Cassique* General Covenants, when approving proposed plans for the construction of a dwelling and/or improvements in connection with the Property.
4. The dimensions of such buildable areas and limited buildable areas depicted on **Exhibit A** are on file at the office of the ARB, and in certain circumstances may be revised, altered, and/or varied by the ARB, in its sole discretion. By the acceptance and recordation of a deed of conveyance for the Property, the Purchaser shall be deemed to covenant and agree to adhere to and abide by such designated buildable areas and limited buildable areas, as they may be revised, altered, and/or varied by the ARB.

**5.** **CLOSING COSTS AND OTHER FEES.** Each party hereto shall pay those closing costs as customarily paid by sellers and purchasers of real property in Charleston County, South Carolina. Seller shall be responsible for the payment of the deed recording fee currently in the amount of $3.70 per $1,000 of consideration, which is required pursuant to Sections 12-24-10 through 12-24-150 of the South Carolina Code of Laws, 1976, as amended. Purchaser shall be responsible for the payment at Closing of the *Cassique* Transfer Fee which is equal to (a) one year’s annual general assessment on the Property; **OR**, (b) .50% (.0050) of the Purchase Price, whichever is greater.

**6.** **ADJUSTMENTS.** Purchaser and Seller agree to settle or prorate, annually or as appropriate, as of the Closing Date: (a) real estate taxes, owner association fees/assessments and other appropriate charges for the calendar year of Closing, and (b) any rents, deposits and/or fees associated with leasing. The Closing Attorney shall make tax prorations based on the available tax information deemed reliable by the Closing Attorney. 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.

**7.** **FINANCING.** This Contract  contingent on Purchaser’s ability to obtain financing for not less than % of the Purchase Price (less the assigned value of any furnishings, if applicable).

(a) If this Contract is contingent upon Purchaser obtaining financing, Purchaser agrees to immediately apply for such financing. This contingency is waived unless Purchaser notifies Seller by **, 20**, in writing that financing has not been obtained or has been denied. Should Purchaser give said notice to Seller, the parties agree to execute a written release of the other from this Contract and an agreement to hold KIRE harmless, whereupon this Contract shall be null and void, and the Downpayment shall be promptly returned to the Purchaser by KIRE.

(b) In the event this contract is contingent on financing and the Purchaser’s loan is delayed due to changes in US Federal lending guidelines and regulations known as the TILA-RESPA Integrated Disclosure rule (TRID), Seller hereby agrees to an automatic extension of the Closing Date of up to fifteen (15) calendar days.

**8.** **ASSESSMENTS** **FOR** **COMMUNITY** **SERVICES.** As more fully provided in the recorded Covenants, Purchaser is required to pay assessments to The *Cassique* Homeowners’ Association, Inc. (which may in each instance be increased as provided in the Covenants), as follows:

Annual Assessment (2019) **$5,200.00**

Improved Property $**457.50\*\***

(Additional KICA Assessment)

\*\*When an ARB building permit is issued the lot status changes from unimproved to improved and this fee becomes due.

IN THE EVENT THE PROPERTY IS UNIMPROVED, Purchaser acknowledges and agrees that in order to comply with the terms and conditions of the Access Agreement described in Article III of the Declaration of Covenants and Restrictions, and Provisions and ByLaws for The *Cassique* Homeowners’ Association, Inc. dated the 4th day of October 2000, and recorded in Book K356, page 664, in the ROD Office, as the same may be amended from time to time (the “*Cassique* Association Covenants”), upon the issuance by Charleston County of a certificate of occupancy for a dwelling constructed on a *Cassique* homesite, the Owner thereof shall be responsible for an additional Assessment in an amount equal to one-half (½) of the then-current annual assessment imposed by the Kiawah Island Community Association, Inc., (“KICA”) for an improved residential homesite on Kiawah Island, S.C., **LESS** one-half (½) of the then-current annual assessment for an unimproved residential homesite on Kiawah Island, S.C., pro-rated for the remaining full quarters of KICA’s fiscal year. Such amount shall be payable to the *Cassique* Homeowners’ Association as an additional Assessment, and shall be subject to all terms, conditions, and provisions for collection more particularly set forth in the *Cassique* Association Covenants.

**9.** **RIGHT** **OF** **REPURCHASE.** THE PROPERTY IS SUBJECT TO A RIGHT OF FIRST REFUSAL IN FAVOR OF KIAWAH DEVELOPMENT PARTNERS, LLC. PURCHASER ACKNOWLEDGES AND AGREES, THAT IF, IN THE FUTURE, PURCHASER DESIRES TO SELL THE PROPERTY AND RECEIVES AN ACCEPTABLE OFFER TO PURCHASE, THE PROPERTY SHALL FIRST BE OFFERED FOR SALE TO KIAWAH DEVELOPMENT PARTNERS, LLC FOR THE SAME PRICE, AND KIAWAH DEVELOPMENT PARTNERS SHALL HAVE THIRTY (30) DAYS WITHIN WHICH TO EXERCISE ITS OPTION TO PURCHASE THE PROPERTY. IF KIAWAH DEVELOPMENT PARTNERS FAILS OR REFUSES, WITHIN THIRTY (30) DAYS AFTER RECEIPT OF WRITTEN NOTICE OF THE PRICE AND TERMS, TO EXERCISE ITS OPTION TO PURCHASE THE PROPERTY AT THE OFFERED PRICE, THEN PURCHASER SHALL HAVE THE RIGHT TO PROCEED WITH THE SALE OF THE PROPERTY, SUBJECT TO THE REMAINING PROVISIONS OF THE COVENANTS AND THIS CONTRACT. NOTHING CONTAINED IN THIS PARAGRAPH SHALL BE CONSTRUED TO IMPAIR THE RIGHT OF FORECLOSURE OF A MORTGAGE ON THE PROPERTY. THIS PROVISION SHALL SURVIVE THE CLOSING HEREUNDER.

**10.** **DEFAULTS.**

(a) In the event of a default in the performance of any obligations of Purchaser pursuant to this Contract, except as otherwise provided herein, Seller (i) shall be released from any further obligations to Purchaser pursuant to this Contract and shall be entitled to (ii) the remedy of specific performance whereby Purchaser shall be required to perform, or (iii) Seller shall be entitled to retain the Downpayment as agreed liquidated damages, it being the intention and agreement of the parties hereto that the amount of such Downpayment shall act as a fair measure of compensation for actual damages incurred by Seller as a result of Purchaser’s said default. In the event Seller shall require specific performance, the Downpayment shall apply to the Purchase Price and Purchaser shall be responsible for the payment of reasonable attorneys’ fees and Actual Cost Incurred by Seller incident to any suit for specific performance against Purchaser resulting from such default.

1. In the event of a default in the performance of any of the obligations of Seller pursuant to the Contract, Purchaser (i) shall be entitled to terminate this Contract and receive a refund of the Downpayment and the Club membership deposit, if previously paid; provided, however, that no termination of this Contract by Purchaser shall be effective until written notice thereof has been delivered to Seller, and Purchaser shall not be entitled to terminate this Contract on account of any default of Seller which has been cured, or (ii) subject to the provisions of the following Paragraph, Purchaser shall be entitled to an action for specific performance whereby Seller shall be required to perform. In the event Purchaser shall require specific performance, the Downpayment shall apply to the Purchase Price and Seller shall be responsible for the payment of reasonable attorneys’ fees and Actual Cost Incurred by Purchaser incident to any suit for specific performance against Seller resulting from such default.
2. “Actual Cost Incurred” shall include all costs and expenses incurred or obligated for by Purchaser, Seller, or KIRE in an effort to consummate this sale. Such costs shall include, but are not limited to, cost of credit report, appraisal, survey, copy costs, and other inspections and reports.
3. If this Contract is terminated, both parties shall execute a written release of the other from this Contract which will stipulate the disposition of the Downpayment and an agreement to hold KIRE harmless.

**11. SURVEY AND BUILDING REGULATION.**

(a) KIRE strongly recommends that Purchaser obtain a legal survey of the Property to verify size, shape and configuration of the Property, location and square footage of improvements, setbacks, any other pertinent dimensions, the location of the SCDHEC-OCRM critical line and any possible encroachments. Neither KIRE nor its representatives shall be responsible to Purchaser or Seller with respect to the accuracy of the Plat or any matter that would have been disclosed by full survey of the Property.

(b) Purchaser acknowledges that it is the responsibility of Purchaser and Purchaser’s closing attorney to perform due diligence with regard to the Property, to examine the title and confirm any applicable development ordinances or regulations as well as restrictive covenants or other matters that may affect the Property.

(c) By executing this Contract, Purchaser and Seller agree to indemnify and hold KIRE, its agents, employees and representatives, harmless from any loss, cost, expense, liability incurred or sustained or claims for damages by reason of any information that would have been disclosed by a current survey, title search or determination of applicable development standards and restrictive covenants, or other investigations of the Property.

**12. ACKNOWLEDGEMENT OF RECEIPT OF THE DISCLOSURE OF BROKERAGE RELATIONSHIPS.**

**(Seller initial applicable choices)**

\_\_\_\_\_\_\_\_ Seller hereby acknowledges that Seller has received a copy of the “Acknowledgement of Receipt of the Disclosure of Brokerage Relationships” and pursuant to the disclosure:  
      
 \_\_\_\_\_\_ Seller hereby acknowledges that Seller has received “customer” service in this real estate transaction, or   
      
 \_\_\_\_\_\_ Seller hereby acknowledges that Seller has received “client” service in this real estate transaction.

**(Purchaser initial applicable choices)**

\_\_\_\_\_\_\_\_ Purchaser hereby acknowledges that Purchaser has received a copy of the “Acknowledgement of Receipt of the Disclosure of Brokerage Relationships” and pursuant to the disclosure:  
      
 \_\_\_\_\_\_ Purchaser hereby acknowledges that Purchaser has received “customer” service in this real estate transaction, or   
      
 \_\_\_\_\_\_ Purchaser hereby acknowledges that Purchaser has received “client” service in this real estate transaction.

**13.** **SPECIAL CONDITIONS.**

**14. FORCE MAJEURE.**  In the event any action or obligation under this Contract is delayed, caused, impeded or prevented by Force Majeure (i.e., hurricanes, earthquakes, tornados, floods, fire, acts of God, wars, acts of terrorism or any other cause not reasonably within the control of Purchaser or Seller), all time periods, including the Closing Date, shall be extended for the period that such Force Majeure prevents performance under this Contract; provided, however, that if such Force Majeure prevents performance under this Contract for more than sixty (60) days beyond the Closing Date, either party may terminate this Contract by providing written notice to the other party, and the Downpayment shall be immediately refunded to Purchaser.

**15. BROKERAGE** **FEE.** Seller agrees to sell the above described property on the terms and conditions stated in this Contract, and does hereby approve, ratify, and confirm said Contract in all respects. Further, Seller acknowledges the employment of KIRE as the real estate broker in this transaction and agrees to pay said broker a fee under a previously executed Listing Agreement. The said brokerage fee is to be paid at the Closing of this transaction and shall be deducted from the Downpayment hereinbefore described and disbursed from the escrow account at Closing. If there is not a sufficient Downpayment deposited to cover the brokerage fee, the balance shall be disbursed by cashier's check or cash at time of Closing. Purchaser and Seller do hereby release, acquit, and forever discharge Kiawah Island Real Estate, LLC, and its agents, employees, servants, representatives, heirs, administrators, successors and assigns, of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of any and all known and unknown injuries and damages of whatsoever nature, whether past, present or future, and the results of such injuries and damages, incurred in connection with, occasioned by or resulting from the execution, delivery and closing of the transaction contemplated in the within Contract.

**16.** **APPLICABLE** **LAW** **AND** **ENTIRE** **AGREEMENT.** This Contract shall be governed, enforced and construed in accordance with the laws of the State of South Carolina, and shall be binding on the parties hereto, and their respective heirs, devisees, executors, administrators, successors, and assigns. The parties further covenant and agree that this written instrument supersedes any and all others, and constitutes and expresses the entire agreement between the parties and there is no other agreement, oral or otherwise, varying or modifying the terms of the same.

**17. MISCELLANEOUS.** The term "Purchaser" as used herein shall be deemed to refer to and include all persons, if more than one, who execute this Contract as Purchaser.

**18. WITHHOLDING.**

(a) In the event Seller is not a resident of the State of South Carolina, Purchaser and Seller agree to comply with South Carolina state law requiring Purchaser to withhold from Seller’s net proceeds the statutory percentage of Seller’s gain on the transaction contemplated hereby. The amount of such gain shall be calculated by Seller and provided to Purchaser in writing prior to or at the time of Closing. Purchaser and Seller acknowledge and agree to comply with said laws, and Purchaser is hereby authorized and empowered by Seller to withhold said amount and forward the same to the South Carolina Tax Commission.

(b) Seller further acknowledges and agrees that in the event Seller is not a citizen of the United States, Seller may be subject to a Federal withholding in the amount of fifteen percent (15%) of the Purchase Price, which said sum shall be in addition to the State of South Carolina withholding referred to above.

**19. CLOSING.** Closing shall be held on the  day of **,**  no later than 4:00 PM at the offices of or at such other place, time and date as shall be mutually agreed in writing by Seller and Purchaser, **TIME** **OF** **SAID CLOSING** **BEING** **OF** **THE** **ESSENCE** (the “Closing”). Should the title to the Property prove to be defective, Seller shall not be required to take any action or otherwise incur any expense to render title to the Property marketable, provided that Seller shall have thirty (30) days from the date of notification of any defect in the title to remove or correct the same. Should at the expiration of said thirty (30) days Seller fail to render title to the Property marketable, Purchaser may at his option terminate his obligation to purchase the Property, in which event Seller authorizes KIRE to return to the Purchaser the Downpayment and any other amounts paid by Purchaser to Seller hereunder, and both parties agree to execute a written release of the other and an agreement to hold KIRE harmless, or Purchaser may accept such title as Seller can convey and conclude this transaction without any diminution in the Purchase Price, with Closing to be held before the expiration of said thirty (30) day period.

**20. FACSIMILE AND E-MAIL SIGNATURES.** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer pursuant to this Contract may be communicated by use of fax or electronic e-mail for the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials, and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

**21.** **ARBITRATION.** Seller, Purchaser, and Agent agree that any controversy or dispute between or among all or any of them that cannot be concluded by consensual resolution shall be litigated, concluded, and decided by final binding arbitration in accordance with the rules and procedures of the American Arbitration Association (“AAA”) for the resolution of commercial disputes. If the parties to the dispute agree in writing, they may use an alternative means of selecting the arbitrator(s) and conducting the arbitration. If such alternative method of arbitration is agreed upon, the award of the arbitrator(s) shall still be final and binding. The arbitration shall be conducted in Charleston, South Carolina, unless the parties to the dispute agree in writing to a different location. In addition to awarding the appropriate relief, the arbitrator(s) shall have the power to award against the losing party the administrative expenses of the arbitration and the fees of the arbitrator(s). Seller, Purchaser, and Agent hereby waive their right to litigate in civil court proceedings, including their right to a jury trial. Seller, Purchaser, and Agent agree that any proceeding to vacate or confirm the award must be pursued in the Court of Common Pleas for Charleston County. If the court confirms the award, the award may be immediately enrolled as a civil judgment.

**22.**  **EXPIRATION OF OFFER.** This offer, unless accepted or countered by Seller, shall automatically terminate at  o’clock on **,** . Time is of the essence.

**THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING AND UNDERSTANDING THE** **SOUTH CAROLINA DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS FORM.**

Signed and sealed by each party as of the dates below.

**PURCHASER:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGN AS NAME IS TO APPEAR ON DEED‑‑DATE‑‑

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SIGN AS NAME IS TO APPEAR ON DEED‑‑DATE‑‑

**SELLER:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGN AS NAME APPEARS ON DEED‑‑‑‑‑‑‑DATE‑‑

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SIGN AS NAME APPEARS ON DEED‑‑‑‑‑‑‑DATE‑‑

KIRE Listing Executive:

KIRE Sales Executive:  Rev. 12/2018