



REPAIR ADDENDUM/AMENDMENT TO AGREEMENT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

Address _____ Unit # _____

City _____ State of South Carolina

1.REPAIRS: Parties agree that at Seller’s expense, Seller agrees to cause/complete in a good faith and timely manner this Addendum’s written actions to the Property in a good/workmanlike manner while complying with all applicable repair laws/rules and using qualified repair workers (“Repairs”). Parties agree their intent in Contract is that Sellers will always hire qualified repair workers (e.g. LLR licensed/bonded/insured contractors, electricians, plumbers, roofers, builders, HVAC workers, structural engineers, environmental specialists, pool workers, pest control workers) for all repairs except the most basic repairs (e.g. Seller might be qualified to adequately paint a portion of the Property or remove a dead tree or other basic repairs).

Repair related documents [e.g. inspection reports, engineer reports, service documents, repair recommendations] are are not attached. If attached, these repair related documents can be listed and/or described below in the blank lines.

Parties agree that Seller shall complete the Repairs no later than ___ Business Days prior to Closing (“Repair Deadline”) and then Buyer shall Deliver Repairs Cure Notice (if any) to the Seller of any Repairs Inspections results no later than ___ Business Days prior to Closing and then Seller shall cure any Repairs issues (if any) thereby completing the Repairs no later than ___ Business Days prior to Closing. [Note: Best practice is to insert descending numbers in these blanks.] Any Repairs not covered by Contract become the responsibility of the Buyer upon Closing.

Best practices for agreeing upon repairs are to write in the blank lines below: (1) the repairs (2) a specific reference to a specific repair recommendation in a specific attached document (e.g. inspection report) and (3) to avoid vague repair requests vaguely referencing an attached document and (4) if using Repair Procedure notate each repair as “Seller Paid Repairs” [e.g. make improvements structurally sound, address environmental concerns, make roof free of leaks, repair cracked window panes and loss of insulating window seals, make systems (HVAC, electrical, plumbing, water supply/disposal) operable] and or “Not Seller Paid Repairs.” #4 is not applicable in Due Diligence. In Due Diligence, Parties can agree in writing on the companies and personnel who will conduct the Repair actions.

If Seller successfully completes this Repair Agreement, Buyer shall comply with Contract terms.

If Seller fails to complete Repairs agreed upon in this Repair Agreement, the Buyer shall (1) accept the Property in its present condition, (2) negotiate and reach agreement with the Seller for different terms (e.g. other Repairs, compensation, price reduction, escrow); or (3) terminate this agreement by Delivered Notice and receive their earnest money as well as potentially seek legal remedies against the Seller.

Blank lines for listing repair related documents.

