

City _____

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

_____ Unit # _____

Address _

_____ 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.

2. MODIFICATION OF CONTRACT: Upon Parties agreeing to this Repair Addendum/Amendment to the Contract, the Buyer waives any " Due Diligence Right to Terminate This Contract" if Parties have agreed to a Due Diligence Addendum. This Repair Agreement modifies the Contract. This Repair Agreement replaces any agreed upon Due Diligence Addendum, therefore Buyers should include all desired Due Diligence Repairs in this Repair Addendum.

EXPIRATION: When signed by a Party and intended as a proposed addendum to the Contract, this document represents a proposed addendum to the other Party that may be rescinded any time prior to or expires at ____ DAM DPM on _____ 20__ unless this proposed addendum to the Contract is accepted by the other Party in written form Delivered prior to such deadline. Party stated expiration of a proposed addendum does <u>not</u> extend any Due Diligence Period (if any)

and does not change the Contract's time frame for the Seller to respond under any Repair Procedure (if any).

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties.

BUYER:	Date:	Time:
BUYER:	Date:	Time:
	Date:	Time:
	Date:	Time:
SELLER:	Date:	Time:
SELLER:	Date:	Time:
	Date:	Time:
	Date:	Time:

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