



BUYING WITH

THE
OCEANAIRE
REALTY®



WORDS

WE LIVE BY



OUR MISSION

We serve North Carolina from The Triangle in the central part of the state all the way to the Coast. At The Oceanaire Realty, we have the experience you need to make your best move. We are able to provide this to our clients through a steadfast and constant focus on our Mission: To provide families with the guidance and knowledge they need to comfortably and confidently make a decision regarding the purchase or sale of their home.

*The **guidance** and **knowledge** you need to
comfortably and **confidently** buy or sell.*



LET'S *CHAT*

- 01 About Us & Our History
- 02 Why Choose The Oceanaire Realty
- 03 Buyer Agency is a Benefit to You
- 04 Our Raving Fans
- 05 The Home Buying Process
- 06 Things to Consider When Buying
- 07 Buyer Closing Costs
- 08 Commissions From the NAR Lawsuit
- 09 Forms & Resources
- 10 Our Next Steps



Est. 1979

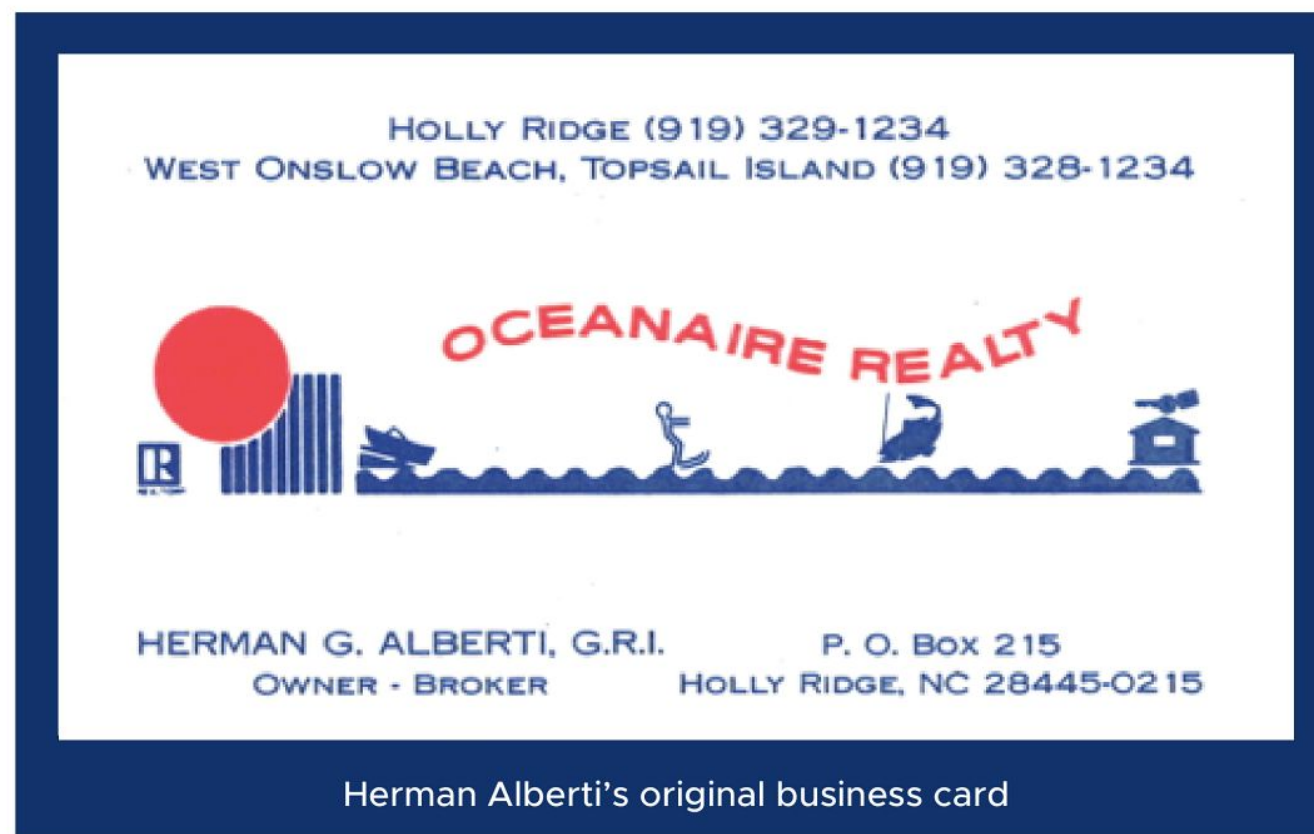


ABOUT US

& OUR HISTORY

On September 1, 2017 The Oceanaire Realty was reestablished in Southeastern NC – serving the 21 Regional MLS counties with a primary focus on New Hanover, Pender, and Onslow. In May of 2018 the Triangle MLS counties were added to its service area to include Wake, Durham, Orange, Johnston and 12 others. This unprecedented coverage area puts our team in a unique position to help our families from the Triangle to the Coast.

After working for and learning from a premier real estate team in the Triangle and a top team in the state of North Carolina, Broker/Owner Doug Yopp felt a call to continue the legacy of his grandfather, Herman G. Alberti, and his successful real estate business. He originally established Oceanaire Realty in 1979.



Herman Alberti's original business card

Alberti, as he was known, served Topsail Island, Surf City, and surrounding communities as a broker and REALTOR® for nearly 30 years. Born in New Hanover County to German immigrants, he served his country overseas during WWII, was later stationed at Camp Davis in Holly Ridge, and had a distinguished career with the US Post Office.

Additionally, he served three two-year terms as mayor of Holly Ridge. He was Doug's inspiration for becoming a real estate professional, and also heavily influenced his personality and strong desire to help others. His passion for serving the area and people in so many capacities is at the heart of what The Oceanaire Realty is all about and what it strives to do every day.

“
*Our focus is always on our **clients**.
We have the **experience** you need to make your best move.*
”

02

WHY US

THE OCEANAIRE REALTY

The Oceanaire Realty will simplify the home selling process by leveraging and utilizing our experience and expertise to maximize the return on your investment, in the shortest time possible, with a minimal impact on your time and energy.

The Mission of our Team of Full-Time Agents is to provide you with the guidance and knowledge you need to comfortably and confidently make a decision to buy or sell, and provide you with the best hands on experience you'll ever get in real estate.

We have the experience you need to make your best move. Let's get started on making your goals a reality today!



We're not just passionate about real estate.

We're passionate about people.

Take it from our clients – 500+ reviews from our Raving Fan clients and 99% with a 5-star rating!

Get to know us. We want to get to know you. You're going to love working with us and we're going to put you first every step of the way.



03

BUYER AGENCY

IS A BENEFIT TO YOU

WHY BUYER AGENCY IS A BENEFIT TO YOU

When a buyer agency relationship exists between you and I; you are entitled to special responsibilities, services, and benefits including, but not limited to:



LOYALTY

The real estate agent must act in the best interest of the buyer.



OBEDIENCE

Must follow the lawful instructions of the buyer.



ACCOUNTING IN DEALINGS

Reporting of where money placed in the hands of the broker is kept.



DISCLOSURE

Of all material facts such as relationships between the agent and other parties, existence of other offers, status of earnest money, seller's financial condition, property's true worth, commission split with other brokers, and the legal effect(s) of important contract provisions.



CONFIDENTIALITY

Your agent will not discuss any facts, such as relationships between the agent and other parties, existence of other offers, status of earnest money, seller's financial condition, property's true worth, commission split with other brokers, and the legal effect(s) of important contract provisions.



REASONABLE SKILL & CARE

Advising on a fair price; offering a detailed market analysis, including absorption rate. Sharing key facts: agent-party relationships, offers, earnest money, and legal effects. Additionally, proactively addressing concerns to facilitate an informed decision about your chosen home's offering price.

04

RAVING FANS

WHAT OUR CLIENTS SAY

“

Brandon Yopp was extremely easy to work with. We successfully sold a property through him very quickly and the whole experience was trouble-free and efficient, something we greatly valued considering that we do not live in the area. We are in the process of using his services again because we really trust his honest opinions and thorough research.

S Chithamoor

“

Janene was outstanding in the journey of selling our house. She was highly recommended by a family member, and I have no regrets. From the moment we started the process I knew I could count on her as she caught things in our house that I didn't even know would be an issue for a sale. She was very responsive, and her expertise in the market and surrounding area was spot on. Highly recommended!

zuser20180315211422902

“

Doug is amazing from the moment we met him and the team they've been like family. His knowledge and professionalism was top notch from beginning to end, we would have been lost with out him and his team cheering us on during our entire home process!

Laquita S Johnson

“

We closed about a week ago on an out-of-state investment property. The US News Real Estate Program recommended this team based on what we were looking for, and by luck we ended up with Doug. He's the best! Super organized, efficient, courteous, knowledgeable. We are total newbies and doing this long distance could have been difficult, but he made it easy for us. We always felt he had our best interests in mind, and we couldn't be happier. Doug is still going above and beyond after closing to ensure everything goes smoothly for us!

beuerlmm

“

Awesome experience start to finish, we barely had to lift a finger! She helped us stage the home, price the home perfectly, and we sold for way more than we imagined! 10/5 stars!

user89621371

“

When we found a house in North Carolina that we wanted to look at, Charles contacted us as soon as we put the call in. Although he was not in the vicinity, he made arrangements to show us the house the next day. He was on time and ready. His knowledge of the housing market allowed us to make an offer on the house that...

...was below the listing price. He also set us up with a mortgage company that was exceptional. Charles was there for us from beginning to end. Everything went smoothly, without any problems and we closed on time. Charles still keeps up with us and has become, not only our agent but a good friend.

Kurt Weisheit

“

Janene Smith was wonderful to work with. She patiently walked us through the process of selling our home. She was a tireless advocate for us and I cannot recommend her highly enough. The Oceanaire Realty is an excellent choice. Ask for Janene.

Matthew Raske

“

As an investor who does not reside in RTP, you are looking for a real estate partner who can serve as your eyes and ears on the ground. You would also hope for that person to be prompt, diligent, focused, and dedicated. Brandon, I'm happy to say, possesses all of these traits. Additionally, he has a high level of empathy, which is a quality I did not initially value in a real estate partner but now value highly. Anyone reading this review I guarantee would not repent going with Brandon.

Rahul Rahul

“

Very helpful while my fiance was deployed and was always willing to explain how things worked. I was a first time buyer and she always made me feel validated and well understood.

blackvelvetfae

“

Brandon was a true professional in every sense of the word. He was extremely patient with us throughout, and made sure to take plenty of time to explain the process. His numerous connections in the industry definitely gave us an edge consistently. He's one of the best realtors out there - if you have the opportunity to work with Brandon, I recommend doing it!

dylan domanowski

“

Working with Doug was an absolute dream! Following a protracted search with another broker, we brought Doug in at the right time since our search timeline was cut dramatically due to the pending arrival of new additions to our family. Doug's patience and local knowledge helped us not only land a new house with time to spare, but also get a significantly-above ask amount for our old home. I recommend Doug and the Oceanaire team to everyone!

Seth P.

“

Charles has been with me the entire process for over a year now. He is patient, knowledgeable, and will fight tooth and nail for his clients. I couldn't have asked for a better agent!

Frank Clark

“

Had a wonderful experience from start to finish. We closed on our home in less than a month!

Shirali Patel

“

Janene Smith was amazing to work with! She went above and beyond helping us navigate an out of state purchase. I would recommend her to anyone!

A Google User



“

I had an amazing experience having Doug represent my husband and I on the sale of our home. He maintained great communication with us at any time of the day. He took on a majority of our stress and set us up for success. 10/10 I would be using this company again!

Claire Lack

“

I want to highly recommend Janene Smith! She was very professional and worked tirelessly for us. We were able to find our dream home and she made it happen. We are so thankful for her and hard work in making our dream a reality. Thank you so much!

Thomas Gillcrist

HOME BUYING

THE 8-STEP HOME BUYING PROCESS



01

STRATEGY SESSION

Let's discuss expectations and shape your dream home vision. Explore possibilities for an exciting journey ahead.

02

PAYING FOR YOUR HOME

Prepare to showcase a robust financial plan to the seller, confidently securing your next home.

03

FINDING YOUR HOME

Jump in the car, let's explore and find favorites from our search to make your dream home a reality!

04

WRITING THE OFFER

Swiftly formalize intentions; submit the offer promptly to ensure a strong negotiation position.

05

GOING UNDER CONTRACT

We have agreed to terms! Due diligence and earnest monies are due immediately to secure the contract.

06

DUE DILIGENCE PHASE

This period covers inspections and negotiating major items—a vital step lasting 2-3 weeks.

07

FINAL STEPS IN PROCESS

Review the closing disclosure and prepare the funds needed for closing and perform the final walkthrough.

08

CONTRACT CLOSING TIME

The attorney will explain all of your deed and funding documents. It's time to sign on the dotted line.

01 /**UNDERSTANDING AGENCY
IN NORTH CAROLINA**

Buyer's vs. Seller's Agent - One of the biggest mistakes a buyer can make is not using a Buyer's Agent - your advocate from finding the perfect home to closing.

02 /**WHAT ARE THE
BENEFITS OF BUYING?**

- Mortgage interest deduction
- Option to buy down interest rate
- Building Equity and lines of credit
- Home office deduction
- Capital gains exclusion

**03 /****MOST TYPICAL
EXPENSES FOR BUYERS**

- Due Diligence
- Earnest Money
- Appraisal
- Home Inspections
- Survey
- Setting up escrow
- Prorated tax, insurance, HOA fees
- Title search and attorney fees
- Flood certification fees
- Deed recording

06

THINGS

TO CONSIDER WHEN BUYING



04 /

THINGS TO AVOID

- Major purchases
- Don't move money around
- Job change
- Missed or late payments
- No new credit lines

05 /

CLOSING & AFTER TO-DOS

- Activate utilities for day of closing
- Transfer bonds or warranties
- Change keys/locks
- Update keypads/garage door, etc.
- Change of address form with USPS

BUYER COSTS

OUT OF POCKET COSTS ONCE UNDER CONTRACT

DUE DILIGENCE FEE:

Negotiable – Typically \$1,000 minimum and up, significantly more in Multiple Offer Situations

EARNEST MONEY DEPOSIT:

This is negotiable – and typically 1% of the home's purchase price

ESTIMATED COSTS OF INSPECTIONS:

- Appraisal: \$700
- Home Inspection: \$325 - \$450 (Depends on square footage and foundation type)
- Home Re-Inspection Fee: \$100 - \$150
- Pest Inspection: \$50 - \$100
- Septic Inspection: \$175 - \$225
- Roof Inspection: \$100 and up
- Well Inspection: \$175 - \$250
- HVAC: \$75 - \$100 (Price may vary if freon is needed)
- Radon: \$100 - \$150
- Survey: \$500 and up (Depends on size of lot being surveyed)
- Elevation Certificate: TBD (As determined by attorney/lender if needed)





08 **COMMISSIONS**

FROM THE NAR LAWSUIT

01 Practice Changes & Implications for Members for Home Buyers and Sellers

02 New Rule About Written Agreements & Implications for Members

03 Work With Us: Why Representation is Important

04 Service Expectations When Buyer is Represented

Est. 1979



PRACTICE CHANGES & IMPLICATIONS FOR MEMBERS FOR HOME BUYERS AND SELLERS

PRACTICE CHANGES

- ▶ A new rule will prohibit offers of compensation on the MLS by mid-July 2024
- ▶ Consumers may opt for cooperative compensation by negotiating off-MLS with real estate professionals



IMPLICATIONS FOR MEMBERS

- ▶ Buyer broker compensation can still vary based on negotiations between brokers and consumers, including options such as:
 - Fixed-fee commission paid directly by consumers
 - Concession from the seller
 - Portion of the listing broker's compensation
- ▶ Compensation remains negotiable and should be agreed upon by agents and their clients.

NEW RULE ABOUT WRITTEN AGREEMENTS & IMPLICATIONS FOR MEMBERS

NEW RULE ABOUT WRITTEN AGREEMENTS

- ▶ NAR promotes written agreements to clarify services, value, and costs for consumers.
- ▶ The settlement requires MLS participants representing buyers to use written agreements, effective from mid-July 2024.

IMPLICATIONS FOR MEMBERS

- ▶ Once the new rule goes into effect:
 - MLS participants representing buyers must have written agreements before home tours.
 - Agreements clarify services, value, and costs for consumers.



WORK WITH US

WHY REPRESENTATION IS IMPORTANT

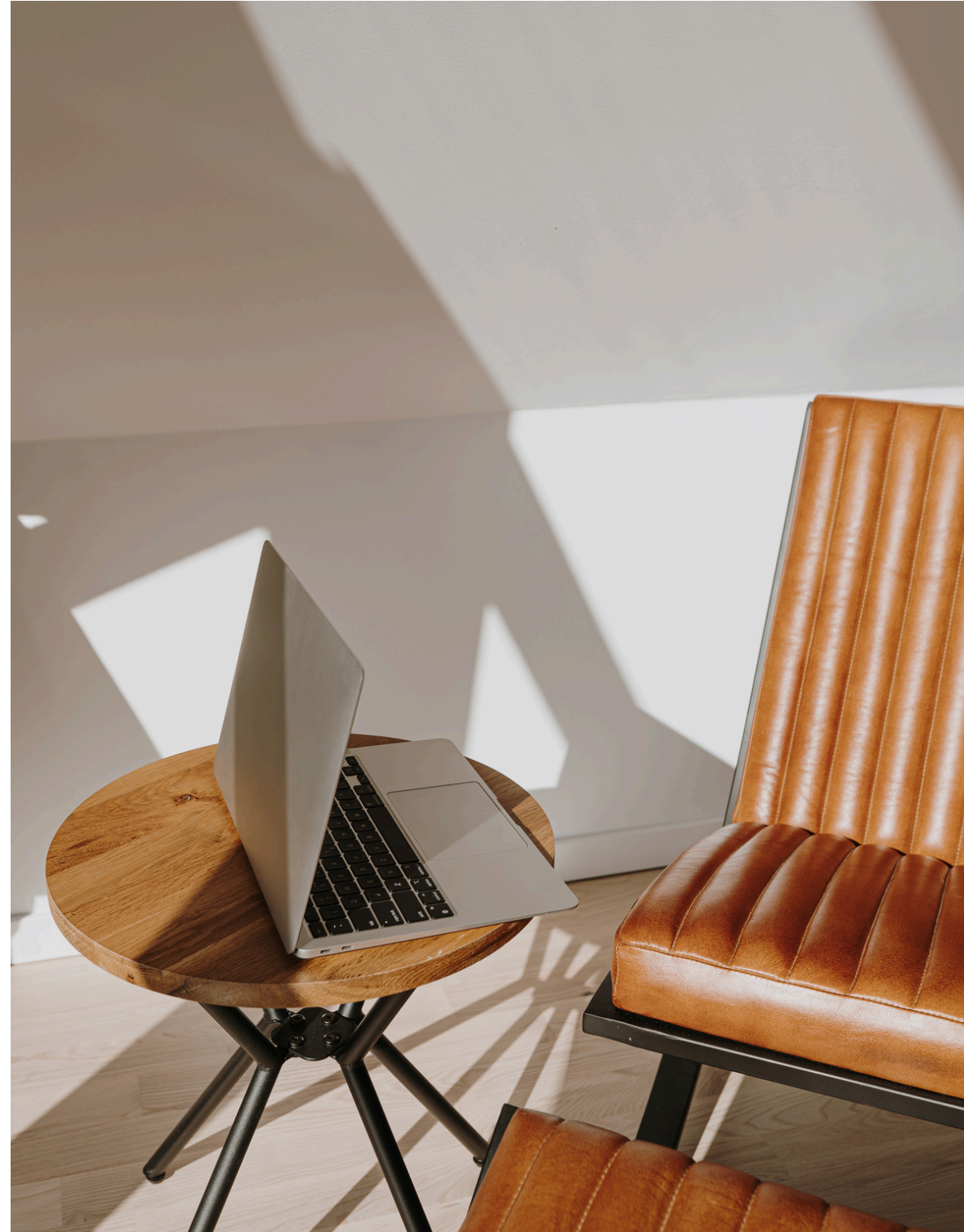
The value of hiring a buyer agent when purchasing a home lies in the expertise, guidance, and advocacy they provide throughout the process. Here are some key benefits:

► Market Knowledge

Buyer agents have a deep understanding of the local real estate market, including current trends, pricing, and neighborhood dynamics. They can help buyers find properties that meet their criteria and offer insights into which areas might be the best fit for their needs.

► Negotiation Skills

Buyer agents are skilled negotiators who can help buyers navigate the negotiation process with sellers. They can advise on offer strategies, price negotiations, and other terms to ensure buyers get the best possible deal.



► Access to Listings

Buyer agents have access to a wide range of listings through multiple listing services (MLS) and other channels. They can help buyers find properties that may not be readily available to the general public and arrange viewings efficiently.

► Guidance and Advice

Buyer agents provide guidance and advice throughout the home buying process, from helping buyers understand their financing options to coordinating inspections and closing procedures. They can answer questions, address concerns, and provide valuable insights based on their experience.

WORK WITH US

WHY REPRESENTATION IS IMPORTANT

► Legal Protection

Buyer agents represent the best interests of their clients and are bound by fiduciary duties to act in their clients' best interests. They can help buyers navigate legal documents, contracts, and disclosures, ensuring they understand their rights and obligations.

► Saving Time and Effort

Buying a home can be a complex and time-consuming process. Buyer agents can help streamline the process by handling paperwork, scheduling appointments, and coordinating with other parties involved in the transaction, saving buyers time and effort.

Overall, hiring a buyer agent can help buyers make informed decisions, navigate the complexities of the real estate market, and achieve their home buying goals with confidence.



SERVICE EXPECTATIONS

WHEN BUYER IS REPRESENTED

NEEDS ASSESSMENT

- Pay full attention to the buyer's needs
- Tell buyer all that you learn about sellers
- Focus on expanding the range of choices to satisfy the buyer

VIEWING PROPERTIES

- Okay to give advice with facts
- Educate the buyer. Okay to compare competing properties

PROPERTY SELECTION

- Find the best property for the buyer-client
- Promote the buyer's search
- First opportunity to view new listings
- All properties are available and viewable, and the sale price is negotiable

*Reference: Accredited Buyer's Representative
Official Designation Course*



SERVICE EXPECTATIONS

WHEN BUYER IS REPRESENTED

NEGOTIATING THE PURCHASE AND SALES AGREEMENT

- Give advice accompanied by facts
- Negotiate on behalf of buyer-clients
- Strengthen the buyer-client's negotiating position
- Share all information about seller
- Provide price counseling for buyer-client
- Negotiate approved sales contract to safeguard buyer-clients
- Suggest financing alternatives that may be in buyer-client's best interests

FOLLOW-UP

- Continue services to buyer-client during negotiations
- Attempt to solve problems to the buyer client's satisfaction

*Reference: Accredited Buyer's Representative
Official Designation Course*



09

FORMS

AND RESOURCES

01

Working With Real Estate Agents Disclosure

02

Offer to Purchase and Contract

03

Professional Services Disclosure and Election

04

Overview of Standard Contract Form

Est. 1979





This form is required for use in all sales transactions, including residential and commercial.

Working With Real Estate Agents Disclosure

(For Buyers)

IMPORTANT

This form is not a contract. Signing this disclosure only means you have received it.

- In a real estate sales transaction, it is important that you understand whether an agent represents you.
- Real estate agents are required to (1) review this form with you at first substantial contact - before asking for or receiving your confidential information and (2) give you a copy of it after you sign it. This is for your own protection.
- Do not share any confidential information with a real estate agent or assume that the agent is acting on your behalf until you have entered into an agreement with the agent to represent you. Otherwise, the agent can share your confidential information with others.

Note to Agent: Check all relationship types below that may apply to this buyer.

☐ **Buyer Agency:** If you agree, the agent who gave you this form (and the agent’s firm) would represent you as a buyer agent and be loyal to you. You may begin with an oral agreement, but your agent must enter into a written buyer agency agreement with you before making a written offer or oral offer for you. The seller would either be represented by an agent affiliated with a different real estate firm or be unrepresented.

☐ **Dual Agency:** Dual agency will occur if you purchase a property listed by the firm that represents you. If you agree, the real estate firm and any agent with the same firm (company), would be permitted to represent you and the seller at the same time. A dual agent’s loyalty would be divided between you and the seller, but the firm and its agents must treat you and the seller fairly and equally and cannot help you gain an advantage over the other party.*

☐ **Designated Dual Agency:** If you agree, the real estate firm would represent both you and the seller, but the firm would designate one agent to represent you and a different agent to represent the seller. Each designated agent would be loyal only to their client.*

**Any agreement between you and an agent that permits dual agency must be put in writing no later than the time you make an offer to purchase.*

☐ **Unrepresented Buyer** (Seller subagent): The agent who gave you this form may assist you in your purchase, but will not be representing you and has no loyalty to you. The agent will represent the seller. Do not share any confidential information with this agent.

Note to Buyer: For more information on an agent’s duties and services, refer to the NC Real Estate Commission’s “Questions and Answers on: Working With Real Estate Agents” brochure at ncrec.gov (Publications, Q&A Brochures) or ask an agent for a copy of it.

Buyer’s Signature	Print Name	Buyer’s Signature	Print Name	Date
Agent’s Name		Agent’s License No.	Firm Name	



OFFER TO PURCHASE AND CONTRACT
[Consult "Guidelines" (Form 2G) for guidance in completing this form]

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

- 1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.
(a) "Seller":
(b) "Buyer":
(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.
The Property will will not include a manufactured (mobile) home(s).
The Property will will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

NOTE: If a manufactured home(s) or a septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to include further details in the Additional Provisions Addendum (Form 2A11-T) and attach it to this offer.

Street Address:
City: Zip:
County: , North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)
Plat Reference: Lot/Unit, Block/Section, Subdivision/Condominium
as shown on Plat Book/Slide at Page(s)
The PIN/PID or other identification number of the Property is:
Other description:
Some or all of the Property may be described in Deed Book at Page

- (d) "Purchase Price":
\$ paid in U.S. Dollars upon the following terms:
\$ BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date by cash personal check official bank check wire transfer electronic transfer (specify payment service:)
\$ BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) within five (5) days of the Effective Date of this Contract by cash personal check official bank check wire transfer electronic transfer.
\$ BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on, TIME IS OF THE ESSENCE by cash official bank check wire transfer electronic transfer
\$ BYASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
\$ BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
\$ BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).
\$ BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)



This form jointly approved by:
North Carolina Bar Association's Real Property Section
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2-T
Revised 7/2024
© 7/2024

Buyer's initials Seller's initials

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

- (e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit," shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract.

- (f) "Escrow Agent" (insert name):
Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

- (g) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. The parties further acknowledge that the effectiveness of this Contract is not contingent on Buyer's payment of any Earnest Money Deposit or Due Diligence Fee. See paragraph 1(d) for Seller's remedy for any untimely delivered or dishonored funds.

- (h) "Due Diligence": Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

- (i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 23(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. Seller, or Seller's agent, may direct Buyer in writing to make the Due Diligence Fee payable to a party other than "Seller" as that term is defined herein, and Seller agrees to be bound by such written direction. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

STANDARD FORM 2-T
Revised 7/2024
© 7/2024

Buyer's initials Seller's initials

(j) **“Due Diligence Period”:** (Check only one)

☐ The period beginning on the Effective Date and extending through 5:00 p.m. on (insert date only; not “N/A”) _____;

OR

☐ The period extending for (insert a number only; not “N/A”) _____ days after the Effective Date and ending at 5:00 p.m. on the last day of the period.

TIME IS OF THE ESSENCE FOR ANY DEADLINE IN THIS PARAGRAPH.

(k) **“Settlement”:** The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney’s receipt of all funds necessary to complete such transaction.

(l) **“Settlement Date”:** The parties agree that Settlement will take place on _____ (the “Settlement Date”), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 12, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) **“Closing”:** The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney’s receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 12 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly, it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **“Special Assessments”:** A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners’ association in addition to any regular assessment (dues), either of which may be a lien against the Property.

NOTE: Buyer’s and Seller’s respective responsibilities for the payment of Special Assessments are addressed in paragraphs 6(a) and 8(l).

2. **FIXTURES AND EXCLUSIONS:**

WARNING: THE PARTIES SHOULD NOT ASSUME THAT AN ITEM WILL OR WILL NOT BE INCLUDED IN THE SALE BASED ON AN ORAL OR WRITTEN STATEMENT OR UNDERSTANDING THAT IS NOT A PART OF THIS CONTRACT. BUYER AND SELLER SHOULD BE SPECIFIC WHEN NEGOTIATING WHAT ITEMS WILL BE INCLUDED OR EXCLUDED FROM THE SALE.

(a) **Fixtures Are Included in Purchase Price:** ALL EXISTING FIXTURES ARE INCLUDED IN THE SALE AS PART OF THE PURCHASE PRICE, FREE OF LIENS, UNLESS EXCLUDED IN SUBPARAGRAPHS (d) OR (e).

(b) **Specified Items:** Buyer and Seller agree that the following items, if present on the Property on the date of the offer, shall be included in the sale as part of the Purchase Price free of liens, unless excluded in subparagraphs (d) or (e) below. ALL ITEMS LISTED BELOW INCLUDE BOTH TRADITIONAL AND “SMART” VERSIONS AND ANY EXCLUSIVELY DEDICATED, RELATED EQUIPMENT AND/OR REMOTE CONTROL DEVICES.

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
 - All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
 - Antennas; satellite dishes and receivers
 - Basketball goals and play equipment (permanently attached or in-ground)
 - Ceiling and wall-attached fans; light fixtures (including existing bulbs)
 - Exercise equipment/devices that are attached
 - Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
 - Floor coverings (attached)
 - Garage door openers
 - Generators that are permanently wired
 - Invisible fencing with power supply
 - Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems; rain barrels; landscape water features;
- Mailboxes; mounted package and newspaper receptacles
 - Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
 - Storage shed; utility building
 - Swimming pools; spas; hot tubs (excluding inflatable pools, spas, and hot tubs)
 - Solar electric and solar water heating systems
 - Sump-pumps, radon fans and crawlspace ventilators; de-humidifiers that are permanently wired
 - Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
 - Thermostats
 - Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
 - Window/Door blinds and shades, curtain/drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

(c) **Unpairing/deleting data from devices:** Prior to Closing, Seller shall “unpair” any devices that will convey from any personal property devices (hubs, intelligent virtual assistants, mobile devices, vehicles, etc.) with which they are paired, delete personal data from any devices that will convey, and restore all devices to factory default settings unless otherwise agreed. Seller’s obligations under this paragraph 2(c) shall survive Closing.

NOTE: ANY FIXTURE OR OTHER ITEM DESCRIBED IN SUBPARAGRAPHS (a) AND (b) THAT WILL NOT BE A PART OF THE SALE SHOULD BE IDENTIFIED IN SUBPARAGRAPHS (d) OR (e), AS APPLICABLE.

(d) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:

In addition, any leased fuel tank identified in paragraph 7(d) shall not convey.

(e) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (b)*):

Seller must repair any damage caused by removal of any items excluded above in a good and workmanlike manner. Seller will notify Buyer upon completion of such repair(s) and provide Buyer with documentation thereof, if any.

NOTE: Buyer is advised to consider attaching the Additional Provisions Addendum (Form 2A11-T) if Buyer has a specific request as to how the repairs should be completed.

3. **PERSONAL PROPERTY:** The following personal property present on the Property on the date of the offer shall be transferred to Buyer at closing at no value:

NOTE: ANY PERSONAL PROPERTY THAT WILL BE A PART OF THE SALE SHOULD BE IDENTIFIED IN THIS PARAGRAPH. Buyer is advised to consult with Buyer’s lender to assure that the Personal Property items listed above can be included in this Contract.

4. **BUYER’S DUE DILIGENCE PROCESS:**

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer’s Due Diligence, Buyer should terminate this Contract, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period as allowed under paragraphs 4 and 8(c) herein, Buyer’s failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer’s Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller’s obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer’s expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, Buyer is advised to consult with Buyer’s lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer’s lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer’s agents or representatives, at Buyer’s expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.
- (ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners’ association and/or subdivision. If the Property is subject to regulation by an owners’ association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners’ association or its management company charges fees for providing information required by Buyer’s lender or confirming restrictive covenant compliance.
- (iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.
- (iv) **Appraisals:** An appraisal of the Property.
- (v) **Survey:** A survey to determine whether the property is suitable for Buyer’s intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vi) **Zoning, Governmental Regulation, and Governmental Compliance:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer’s intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones; and investigation of whether the Property is in violation of any law, ordinance, permit, or government regulation as outlined in paragraph 8(h).
- (vii) **Flood/Wetland/Water Hazard:** Investigation of potential flood hazards, wetlands, or other water or riparian issues on the Property; and/or any requirement to purchase flood insurance in order to obtain a loan.
- (viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.
- (ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any

Buyer’s initials Seller’s initials

maintenance agreements.
(x) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners’ association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 5(b), unless otherwise provided in an addendum, this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer’s other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands the following:

- Unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION.
- Seller may, but is not required to, engage in negotiations for repairs/improvements to the Property.

Buyer is advised to make any repair/improvement requests in sufficient time to allow negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements is an addition to this Contract that must be in writing and signed by the parties in accordance with Paragraph 19.

NOTE: See Paragraph 8(c), Access to Property and Paragraph 8(n), Negotiated Repairs/Improvements.

(e) **Buyer’s Obligation to Repair Damage:** Buyer shall, at Buyer’s expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer’s agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(f) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer’s agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller’s negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(g) **Buyer’s Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the “Termination Notice”) during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME IS OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(h) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

5. **BUYER REPRESENTATIONS:**

(a) **Funds to complete purchase:**
☐ (Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer’s own assets. Verification of cash available for Settlement ☐ is ☐ is not attached.

NOTE: If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer’s own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer’s own assets.

OR:
☐ (Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):
☐ First Mortgage Loan:
Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ USDA ☐ Other type: _____
in the principal amount of _____ plus any financed VA Funding Fee or FHA MIP.

Buyer’s initials Seller’s initials

☐ Second Mortgage Loan:
Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property:

☐ Other funds:
Buyer intends to obtain funds from the following other source(s) in order to purchase the Property:

NOTE: Buyer’s obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer’s own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed. Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property:** Buyer ☐ DOES ☐ DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. *(Complete the following only if Buyer DOES have to sell or lease other real property:)*

Other Property Address: _____

☐ *(Check if applicable)* Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. *(Buyer may mark out any confidential information, such as the purchase price and the buyer’s identity, prior to providing a copy of the contract to Seller.)* Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

☐ *(Check if applicable)* Buyer’s other property IS NOT under contract as of the date of this offer. Buyer’s property *(check only ONE of the following options):*

- ☐ is listed with and actively marketed by a licensed real estate broker.
- ☐ will be listed with and actively marketed by a licensed real estate broker.
- ☐ Buyer is attempting to sell/lease the Buyer’s Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer’s other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer’s Financial Obligations:** To the best of Buyer’s knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer’s financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Residential Property and Owners’ Association Disclosure Statement** *(check only one):*

- ☐ Buyer has received a signed copy of the N.C. Residential Property and Owners’ Association Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).
- ☐ Buyer has NOT received a signed copy of the N.C. Residential Property and Owners’ Association Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- ☐ Exempt from N.C. Residential Property and Owners’ Association Disclosure Statement because (SEE GUIDELINES):_____.

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement** *(check only one):*

- ☐ Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).
- ☐ Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- ☐ Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES):_____.

Buyer’s receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred.

6. **BUYER OBLIGATIONS:**

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer;
- (ii) charges by an owners’ association or a management company/vendor as agent of the association under paragraph 9(b) of this Contract;
- (iii) appraisal;
- (iv) title search;
- (v) title insurance;
- (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (vii) recording the deed; and
- (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer’s lender(s), the parties’ real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer’s lender(s); and (2) to release and disclose any buyer’s closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer’s lender(s).

7. **SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller represents that Seller:

- ☐ has owned the Property for at least one year.
- ☐ has owned the Property for less than one year.
- ☐ does not yet own the Property.

(b) **Lead-Based Paint** *(check if applicable):*

- ☐ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

WARNING: IF A LEAD-BASED PAINT DISCLOSURE IS REQUIRED BUT NOT GIVEN TO BUYER PRIOR TO SELLER’S ACCEPTANCE OF THIS OFFER, BUYER MAY NOT BE OBLIGATED TO PURCHASE THE PROPERTY UNDER THIS CONTRACT UNDER FEDERAL LAW.

(c) **Owners’ Association(s) and Dues:** Seller authorizes and directs any owners’ association, any management company of the owners’ association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer’s agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller’s statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners’ association
- current financial statement and budget of the owners’ association
- parking restrictions and information
- architectural guidelines

☐ (specify name of association): _____ whose regular assessments (“dues”) are \$_____per_____. The name, address and telephone number of the president of the owners’ association or the association manager is: _____

Owners’ association website address, if any: _____

☐ (specify name of association): _____ whose regular assessments (“dues”) are \$_____per_____. The name, address and telephone number of the president of the owners’ association or the association manager is: _____

Owners’ association website address, if any_____

(d) **Fuel Tank(s)/Fuel:** To the best of Seller’s knowledge, there ☐ is ☐ is not a fuel tank(s) located on the Property. *If “yes” complete the following:*

(i) **Description:**

☐ Tank 1:

- Use: ☐ currently in use ☐ currently NOT in use
- Ownership: ☐ owned ☐ leased. If leased, name and contact information of tank lessor: _____

- Location: ☐ above ground ☐ below ground
- Type of fuel: ☐ oil ☐ propane ☐ gasoline and/or diesel ☐ other: _____
- Name and contact information of fuel vendor: _____

☐ Tank 2:

- Use: ☐ currently in use ☐ currently NOT in use
- Ownership: ☐ owned ☐ leased. If leased, name and contact information of tank lessor: _____

- Location: ☐ above ground ☐ below ground
- Type of fuel: ☐ oil ☐ propane ☐ gasoline and/or diesel ☐ other: _____
- Name and contact information of fuel vendor: _____

(ii) **Tank(s) included in sale:** Buyer and Seller agree that any tank described above that is owned by Seller shall be included in the sale as part of the Purchase Price free of liens, unless excluded in paragraph 2(e) above.

(iii) **Fuel:** Seller may use fuel in the tank(s) described above through Settlement, but may not otherwise remove the fuel or resell it. Any fuel remaining in the tank(s) as of Settlement shall be included in the sale as part of the Purchase Price, free of liens.

- Seller’s use of fuel in any fuel tank is subject to Seller’s obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

NOTE: Buyer shall be entitled to conduct inspections to confirm the existence, type and ownership of any fuel tank located on the Property. Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.

NOTE: State law provides that it is unlawful for any person, other than the supplier or the owner of a fuel supply tank, to disconnect, interrupt or fill the supply tank with liquefied petroleum gas (LP gas or propane) without the consent of the supplier.

(e) **Leases.** The Property ☐ is ☐ is not subject to any lease(s). If the Property is subject to a lease, Buyer and Seller should include either the Rental/Income/Investment Property provision in the Additional Provisions Addendum (Standard Form 2A11-T) or the Vacation Rental Addendum (Form 2A13-T) with this offer.

8. **SELLER OBLIGATIONS:**

(a) **Evidence of Title, Payoff Statement(s) and Non-Foreign Status:**

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney’s opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller’s agent with express authority to request and obtain on Seller’s behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) As soon as reasonably possible after the Effective Date, Seller shall provide to the closing attorney all information needed to obtain a written statement of Seller’s account from any owners’ association or HOA management company associated with the Property. Seller designates the closing attorney as Seller’s agent with express authority to request and obtain on Seller’s behalf a written statement of Seller’s account as to the Property. Upon request from the closing attorney, Seller shall immediately pay any fees charged by the owners’ association or HOA management company for such written statement.

(iv) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller does not provide a non-foreign status certification, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (i) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (ii) the Property’s title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys and (iii) the closing attorney to release and disclose any seller’s closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer’s lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer’s agents or representatives, an opportunity to: (i) conduct any Due Diligence, investigations, or inspections; (ii) verify the satisfactory completion of negotiated repairs/improvements; and (iii) conduct a final walk-through inspection of the Property. Seller’s obligation includes providing existing utilities operating at Seller’s cost, including any connections and de-winterizing.

NOTE: See WARNING in paragraph 4 above for limitation on Buyer’s right to terminate this Contract as a result of Buyer’s continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller’s Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer’s title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer’s lender(s) and Buyer’s title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics’ liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (1) ad valorem taxes for the current year; (2) utility easements and unviolated covenants, conditions or restrictions; and (3) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer’s failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a “short sale,” consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Governmental Compliance:** It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to building, stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If Buyer establishes that a violation exists after the Effective Date and prior to Closing, then Buyer must promptly notify Seller and Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive a refund of the Earnest Money Deposit and the Due Diligence Fee.

(i) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller’s obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: (i) Buyer; (ii) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (iii) a trust for which Buyer is the beneficiary; (iv) any relative of Buyer; and/or (v) Other: (Insert Name(s) Only) _____

(j) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$_____ toward any of Buyer’s expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

NOTE: Parties should review the FHA/VA Addendum prior to entering an amount in Paragraph 8(j). Certain FHA/VA lender and inspection costs CANNOT be paid by Buyer at Settlement and the amount of these should be included in the blank above.

(k) **Owners’ Association Fees/Charges:** Seller shall pay any charges by an owners’ association or a management company/vendor as agent of the association under paragraph 9(a) of this Contract.

(l) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(m) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(n) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(o) **Home Warranty** (*Select one of the following*):
☐ No home warranty is to be provided by Seller.
☐ Buyer may obtain a one-year home warranty at a cost not to exceed \$_____ which includes sales tax and Seller agrees to pay for it at Settlement.
☐ Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ which includes sales tax and will pay for it at Settlement.

NOTE: Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

(p) **Seller’s Breach of Contract:** See paragraph 23 for Buyer’s remedies in the event of breach of this Contract.

9. **CHARGES BY OWNERS’ ASSOCIATION:** Responsibility for payment of charges by an owners’ association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

- (a) **Seller shall pay:**
- (i) fees incurred by Seller in completing the Residential Property and Owners’ Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property;
 - (ii) fees required for confirming Seller’s account payment information on owners’ association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;
 - (iii) any fees charged for transferring or updating ownership records of the association; and
 - (iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 9(b) below.

- (b) **Buyer shall pay:**
- (i) charges for providing information required by Buyer’s lender;

- (ii) charges for working capital contributions, membership fees, or charges imposed for Buyer’s use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as “move-in fees”; and
- (iii) charges for determining restrictive covenant compliance.

10. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;
- (c) **Rents:** Rents, if any, for the Property;
- (d) **Dues:** Owners’ association regular assessments (dues) and other like charges.

11. **CONDITION OF PROPERTY/RISK OF LOSS:**

(a) **Condition of Property at Settlement:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

12. **DELAY IN SETTLEMENT/CLOSING:** This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date (“Non-Delaying Party”) but it is not possible for the other party to complete Settlement by the Settlement Date (“Delaying Party”). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

13. **POSSESSION:** Possession, including all means of access to the Property and transferable amenities and services (keys including mailbox keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- ☐ A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- ☐ A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- ☐ Possession is subject to rights of tenant(s) (Parties should attach either Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T))

14. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|--|--|
| ☐ Additional Provisions Addendum (Form 2A11-T) | ☐ New Construction Addendum (Form 2A3-T) |
| ☐ Additional Signatures Addendum (Form 3-T) | ☐ Owners' Association Disclosure Addendum (Form 2A12-T) |
| ☐ Back-Up Contract Addendum (Form 2A1-T) | ☐ Seller Financing Addendum (Form 2A5-T) |
| ☐ FHA/VA Financing Addendum (Form 2A4-T) | ☐ Short Sale Addendum (Form 2A14-T) |
| ☐ Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | ☐ Vacation Rental Addendum (Form 2A13-T) |
| ☐ Loan Assumption Addendum (Form 2A6-T) | |
| ☐ Identify other attorney or party drafted addenda: _____ | |

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

15. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee’s heirs and successors.

16. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging

party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

17. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

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

19. **ENTIRE AGREEMENT/RECORDATION:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

20. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the “Notice Information” section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party’s agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party’s system, to any electronic address provided for such party in the “Notice Information” section below. Seller and Buyer agree that the “Notice Information” and “Acknowledgment of Receipt of Monies” sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

21. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

22. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term “days” shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of “days” shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

23. **REMEDIES:**

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, Seller shall be entitled to any Earnest Money Deposit. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages (“Liquidated Damages”) and as Seller’s sole and exclusive remedy for such breach, provided that such Liquidated Damages shall not limit Seller’s rights under Paragraphs 4(e) and 4(f) for damage to the Property as well as Seller’s rights under paragraph 1(d) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty of determining Seller’s actual damages for such breach

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer’s Due Diligence (“Due Diligence Costs”), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys’ Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys’ fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an “evidence of indebtedness” pursuant to N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys’ fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys’ fees.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer’s failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____	Date: _____
Buyer:	Seller:
Date: _____	Date: _____
Buyer:	Seller:
_____	_____
Entity Buyer:	Entity Seller:
_____ (Name of LLC/Corporation/Partnership/Trust/etc.)	_____ (Name of LLC/Corporation/Partnership/Trust/etc.)
By:	By:
Name: _____ Print Name	Name: _____ Print Name
Title: _____	Title: _____
Date: _____	Date: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY’S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY’S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY’S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY’S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY’S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY’S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY’S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT “N/A” FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: _____

Buyer Fax#: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: _____

Seller Fax#: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: _____
Acting as ☐ Buyer’s Agent ☐ Seller’s (sub)Agent ☐ Dual Agent

Firm License #: _____

Mailing Address: _____

Listing Firm Name: _____
Acting as ☐ Seller’s Agent ☐ Dual Agent

Firm License #: _____

Mailing Address: _____

Individual Selling Agent: _____
☐ Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: _____

Selling Agent Phone #: _____

Selling Agent Fax # : _____

Selling Agent E-mail: _____

Individual Listing Agent: _____
☐ Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: _____

Listing Agent Phone #: _____

Listing Agent Fax #: _____

Listing Agent E-mail: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: _____ (“Seller”)
Buyer: _____ (“Buyer”)
Property Address: _____ (“Property”)

☐ **LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE**
Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$_.00 _____, receipt of which Listing Agent hereby acknowledges.

Date_____ Firm:_____
By: _____
(Signature)

(Print name)

☐ **SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE**
Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$_.00 _____, receipt of which Seller hereby acknowledges.

Date_____ Seller: _____
(Signature)

Date_____ Seller: _____
(Signature)

☐ **ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT**
Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$_.00 _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date_____ Firm :_____
By: _____
(Signature)

(Print name)

☐ **ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT**
Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$_.00 _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____ Firm:_____
Time: _____☐ AM ☐ PM By: _____
(Signature)

(Print name)



PROFESSIONAL SERVICES DISCLOSURE AND ELECTION
[See Guidelines (Form 760G) for instructions on completing this form]

Property Address: _____ (“Property”)
Buyer or Seller: _____
Real Estate Firm: The Oceanaire Realty _____ (“Firm”)

1. There are professional services that typically are performed in connection with the purchase and sale of real estate. Buyer or Seller understands that Firm cannot give advice in certain matters that may relate to the purchase or sale of the Property, including but not limited to matters of law, taxation, financing, surveying, wood-destroying insect infestation, structural soundness or engineering.

REGARDING EACH PROFESSIONAL SERVICE LISTED BELOW, BUYER OR SELLER SHOULD EITHER SELECT THE SERVICE OR ELECT NOT TO HAVE THE SERVICE PERFORMED. WITH RESPECT TO EACH SERVICE SELECTED, INDICATE WHO WILL ORDER THE SERVICE AND THE NAME OF THE SERVICE PROVIDER SELECTED BY BUYER OR SELLER. THIS FORM SHOULD BE AMENDED TO ADDRESS ADDITIONAL PROFESSIONAL SERVICES THAT ARE CONSIDERED AFTER IT IS FIRST COMPLETED.

Service	Waived (Initial)		Selected (Initial)		Ordered By	Name(s) of Service Provider(s)
Accountant/CPA/Tax Advisor	☐	☐	☐	☐	Closing Manager	Jonathan Boone, CPA
Appraisal	☐	☐	☐	☐	Lender or Client	Lender's Choice or Client if paying cash
Attorney (e.g. Title Exam/Title Ins./ Seller Document-Deed Prep/Closing)	☐	☐	☐	☐	Closing Manager	Harrison Law, Jackson Law, Lanier and Fountain, Eugene Davis, Starling Law, Watson Legal
Home Warranty	☐	☐	☐	☐	Closing Manager	ARW
Inspections:						
Home	☐	☐	☐	☐	Closing Manager	Smart Check, Brad Inspects, Buffalo Home Inspections, New Leaf Home Inspections
HVAC	☐	☐	☐	☐	Closing Manager	Rapid Repair, Davis AC, Greg Capps, Kennedy's Heating and Air
Pool/Spa	☐	☐	☐	☐	Closing Manager	Rising Sun Pools & Spas
Radon*(see note below)	☐	☐	☐	☐	Closing Manager	Smart Check, Brad Inspects, Buffalo Home Inspections, New Leaf Home Inspections
Septic/Sewer	☐	☐	☐	☐	Closing Manager	ARM Waterworks, Alford Septic Inspections, Brad Inspects
Well/Water Quality*(see note below)	☐	☐	☐	☐	Closing Manager	ARM Waterworks, Alford Septic Inspections, Brad Inspects
Wood/Pest Infestation	☐	☐	☐	☐	Closing Manager	Modern, May, Jones, Brad Inspects, Buffalo Home Inspections, New Leaf Home Inspections
Re-Inspections of agreed- upon repairs (if applicable)	☐	☐	☐	☐	Closing Manager	Smart Check, Brad Inspects, Buffalo Home Inspections, New Leaf Home Inspections

Service	Waived (Initial)		Selected (Initial)		Ordered By	Name(s) of Service Provider(s)
Insurance:						
Property	☐	☐	☐	☐	Closing Manager	SFI or NC Farm Bureau
Flood	☐	☐	☐	☐	Closing Manager	SFI or NC Farm Bureau
National Flood Insurance Program, Elevation Certificate	☐	☐	☐	☐		Attorney/Lender/Insurance Company
Mortgage Loan	☐	☐	☐	☐		Southeast Mortgage, RTP Mortgage
Survey** (see note below)	☐	☐	☐	☐		Attorney's Choice or Boundary Zone, Robert Goslee & Associates
Pictures and or measurements	☐	☐	☐	☐	Closing Manager	Harmon Services or Lighthouse Visuals
Termite Bond	☐	☐	☐	☐	Closing Manager	May or Pest and Termite Consultants, Inc.
	☐	☐	☐	☐		
	☐	☐	☐	☐		
	☐	☐	☐	☐		
	☐	☐	☐	☐		

2. Buyer or Seller acknowledges Firm has recommended that Buyer or Seller consult with a professional for an opinion regarding each service listed above to be performed pursuant to Buyer or Seller’s purchase or sale of the property. Buyer or Seller hereby agrees to indemnify and hold Firm harmless from and against any and all liability, claim, loss, damage, suit, or expense that Firm may incur either as a result of Buyer or Seller’s selection and use of any of the listed service providers or Buyer or Seller’s election not to have one or more of the listed services performed.

*** NOTE REGARDING RADON AND OTHER ENVIRONMENTAL QUALITY ISSUES TESTING:** In addition to testing for the presence of radon, consideration should be given to testing the air and any private drinking well water for the presence of other contaminants, including but not limited to, biological, chemical, and radiological contaminants. Buyer or Seller should consult with an air and/or water quality specialist regarding the need for and scope of any such testing.



****NOTE REGARDING SURVEYS:** Situations arise all too often that could have been avoided if the buyer had obtained a new survey from a NC registered surveyor. A survey will normally reveal such things as encroachments on the Property from adjacent properties (fences, driveways, etc.); encroachments from the Property onto adjacent properties; road or utility easements crossing the Property; violations of set-back lines; lack of legal access to a public right-of-way; and indefinite or erroneous legal descriptions in previous deeds to the Property. Although title insurance companies may provide lender coverage without a new survey, the owner’s policy contains an exception for easements, set-backs and other matters which would have been shown on a survey. Many such matters are not public record and would not be included in an attorney’s title examination. In addition, if the buyer does not obtain their own survey, they would have no claim against a surveyor for inaccuracies in a prior survey.

- OTHER IMPORTANT NOTES:**
- ALTHOUGH FIRM MAY PROVIDE BUYER OR SELLER THE NAMES OF PROVIDERS WHO CLAIM TO PERFORM SERVICES IN ONE OR MORE OF THE LISTED AREAS, BUYER OR SELLER UNDERSTANDS THAT FIRM CANNOT GUARANTEE THE QUALITY OF SERVICE OR LEVEL OF EXPERTISE OF ANY SUCH PROVIDER.
 - BUYER OR SELLER AGREES TO PAY THE FULL AMOUNT DUE FOR ALL SERVICES DIRECTLY TO THE SERVICE PROVIDER WHETHER OR NOT THE TRANSACTION CLOSES.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Buyer or Seller

Signature of individual agent

Date: _____

Real Estate Firm (print name)

Buyer or Seller

Date: _____

Date: _____

Entity Buyer or Seller:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By:

Name: _____

Title: _____

Date: _____





OVERVIEW OF STANDARD CONTRACT FORM

In North Carolina, many real estate agents use the standard “Offer to Purchase and Contract” (form 2-T) for North Carolina residential real property transactions (the “Standard Contract”). The Contract is jointly-approved by the NC REALTORS® and the NC Bar Association and is widely used across the State of North Carolina.

The following summary highlights some of the most important aspects of the Standard Contract and the contract process. It is not a substitute for a review of the Standard Contract itself. A real estate agent may assist a buyer or seller in completing a pre-printed sales contract form and is expected to possess a basic understanding about the buyer and seller’s rights and responsibilities under the Standard Contract. However, if a buyer or seller has questions about the Standard Contract or the adequacy of the form for a specific transaction, they should consult a North Carolina real estate attorney before they sign it.

CONTRACT FORMATION

When does the Standard Contract become binding?

According to the Standard Contract, the contract becomes binding:

- when it has been signed by both the offering party and the party to whom the offer has been made, and
- the party to whom the offer has been made has communicated that they have signed to the offering party.

Is the contract binding if any fee payable by the buyer hasn’t been delivered?

Yes; however, the buyer’s failure to timely deliver any fee gives the seller the right to terminate the contract if the buyer fails to deliver the fee within one banking day following notice from the seller.

EARNEST MONEY

It is common, but not required, for earnest money, called an “Earnest Money Deposit” in the Standard Contract (“EMD”), to be paid by a buyer as an indication of the buyer’s intention and ability to buy the property.

Who holds EMD?

The EMD is held in trust by an Escrow Agent (typically a real estate firm representing the seller or buyer or an attorney who will “close” the transaction).

Refund of EMD

The EMD is refunded to the buyer under certain circumstances, including:

- buyer’s notification to seller prior to the end of the Due Diligence Period (defined below)

- that buyer is terminating the contract
- seller’s inability to complete the transaction.

Loss of EMD

If buyer “breaches” the contract, the EMD is payable to the seller as “liquidated damages,” which means that the seller’s damages will be limited to the amount of the EMD.

BUYER’S “DUE DILIGENCE” PROCESS

The Standard Contract permits the buyer, at buyer’s cost, to investigate the condition of the property and the financial aspects of the transaction (financing, appraisal, insurance, etc.) for an agreed-upon period of time, called the “Due Diligence Period.”

Buyer termination rights

Buyer may terminate the contract for any reason or no reason during the Due Diligence Period.

Due Diligence Fee

Although not required, in many cases a negotiated fee, called the “Due Diligence Fee” or “DDF” is paid to the seller in exchange for the buyer’s right to terminate the contract during the Due Diligence Period.

- **DDF non-refundable.** Unlike an EMD, the DDF is paid directly to seller and generally is non-refundable; however, if seller is unwilling or unable to complete the transaction, buyer may be entitled to a refund of the DDF. In the event of a material

OVERVIEW OF STANDARD CONTRACT FORM

breach of the contract by seller, recovery of the DDF may be time-consuming and costly if seller does not voluntarily refund it.

- **Credit to purchase price.** The DDF will be credited toward the purchase price if buyer completes purchase.
- **How much “due diligence” money should be paid?** The amount of any DDF is entirely negotiable between buyer and seller, and is influenced by market forces such as availability of housing inventory, desirability of the property, as well as seller’s motivation to sell the property and buyer’s motivation to buy it.
- **When is the DDF due and payable?** The DDF is due immediately when the contract becomes effective. If the DDF is not delivered within one banking day’s written notice from the seller, seller may terminate the contract and seek recovery of the DDF as well as any earnest money deposit that has been paid or is payable. In addition, buyer’s right to terminate the contract for any reason or no reason during the Due Diligence Period does not apply unless buyer has paid any DDF that has been agreed on.

How long should the Due Diligence Period be?

Like the amount of any DDF, the length of the Due Diligence Period is entirely negotiable between buyer and seller. The Due Diligence Period should be of sufficient length to permit buyer:

- to conduct any desired inspections of the property during the Due Diligence Period
- to pursue qualification for any loan that the buyer may obtain, taking in to account time needed for an appraisal to be completed,

and for the lender to provide sufficient information for the buyer to decide whether to proceed with or terminate the contract.

- to be reasonably satisfied, prior to the end of the Due Diligence Period, that closing on other property the buyer needs to sell in order to qualify for a new loan or to otherwise complete the purchase of the seller's property will take place prior to the Settlement Date of the Contract with the seller.

What things should buyer investigate during the Due Diligence Period?

The Standard Contract gives examples of things the buyer should consider investigating during the Due Diligence Period.

May the buyer ask the seller to make any repairs/improvements?

As a result of the buyer's investigation of the property, the buyer may request that the seller make repairs or improvements. The seller may be willing to negotiate repairs or improvements, but is not required to do so.

What if the buyer is not satisfied?

If the buyer is not satisfied with the results of the buyer's Due Diligence or the progress of repair/improvement negotiations, the buyer is strongly advised, before the end of the Due Diligence Period, to enter into a written agreement with seller to extend the Due Diligence Period or terminate the contract. The seller is under no obligation to extend the Due Diligence Period.

Access to the property

The seller is obligated to provide reasonable access to the property through the entire course of the transaction to the buyer and buyer's agents and representatives in order for the buyer to conduct buyer's due diligence. However, following the end of the Due Diligence Period, the buyer's right to terminate the contract based on any matter relating to the buyer's due diligence is limited.

BUYER'S SALE OF OTHER PROPERTY

Sale of buyer's property is part of the due diligence process. If the buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the property from the seller, the buyer should seek to close on the buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied prior to the end of the Due Diligence Period that closing on the buyer's other property will take place prior to the Settlement Date of the contract with the seller.

May the buyer terminate the contract if their property doesn't close?

After the end of the Due Diligence Period, the buyer does not have a right to terminate the contract if their existing property doesn't close.

Attorney-drafted contingency

If the buyer and seller agree to make their contract contingent on a sale of other property

owned by the buyer, an appropriate contingency should be drafted by an NC real estate attorney and added to the contract. It is advisable for a party presented with a contingency drafted by an attorney representing the other party to have the contingency reviewed by their own attorney to ensure that their interests are protected.

Disclosure of need to sell other property

Any fact directly affecting a buyer's ability to complete a transaction, including but not limited to any need to sell and/or close on a current property before the buyer will be able to close on the sale of the seller's property, is a material fact that must by law be disclosed by the buyer's agent. A real estate agent working with a buyer cannot hide any material fact relating to the buyer's ability to complete the transaction and should not be asked to do so.

FINANCING

Part of Due Diligence Process

If a buyer intends to finance the purchase of a property and the Standard Contract is used in the transaction, they should pursue qualification for and approval of any loan during the Due Diligence Period.

The buyer should consult with their lender prior to signing the Contract to assure that the Due Diligence Period allows sufficient time for any appraisal to be completed and for the lender to provide sufficient information for the buyer decide whether to proceed with or terminate the transaction.

Lender pre-approval

A buyer should consider seeking pre-approval from a lender prior to writing an offer. A pre-approval letter should state that the lender has reviewed the buyer's credit report, income requirement and cash to close and pre-approves the buyer for the loan, subject to an acceptable appraisal of the property.

Who does appraiser work for?

The appraiser will normally work for the lender, not the buyer.

Seller request for information

The seller may, in considering any offer the buyer makes, ask the buyer to produce a pre-approval letter from a lender or, if the buyer indicates that they do not intend to obtain a loan, request documentation which demonstrates that the buyer will be able to buy the property without having to obtain a loan.

CLOSING/CLOSING ATTORNEY

Closing

If, following the end of the Due Diligence Period, the buyer decides to continue with the transaction, a "closing" (defined below) will be scheduled.

Use of attorney

It is the position of the NC Bar Association and the NC REALTORS® that all buyers should hire an NC-licensed attorney to perform the closing. A real estate agent may be able to assist the buyer in finding a North Carolina real property attorney.

Who pays the closing attorney?

The Standard Contract provides that the closing attorney is selected and paid by the buyer.

What does the closing attorney do?

Among other things, the closing attorney will perform an examination of the property's title to ensure that the seller can convey clear title to the buyer, obtain title insurance, prepare and/or supervise the execution of all closing documents, and record the deed and any deed of trust (the document the buyer signs pledging the property as collateral for repayment of any loan).

Does the seller need an attorney?

The closing attorney may prepare the deed and all other documents necessary for the seller to perform seller's obligations under the contract, or the seller may retain their own attorney to prepare the seller's documents. In either case, the seller will be responsible for paying the attorney.

Who is responsible for costs of Closing?

The Standard Contract allocates responsibility to the buyer and seller for the payment of various costs and fees associated with closing the transaction, including but not limited to real estate taxes, attorneys fees, loan-related costs, dues and fees charged by any owners association or owners association management company, and any "Special Assessments," which are defined in the Standard Contract as certain charges against the property by a governmental authority or owners association.

Who pays special assessments?

Unless otherwise agreed by the parties, Special Assessments that are confirmed prior to Settlement must be paid by the seller, including payments that may become due after Settlement if their amount is known. On the other hand, Special Assessments that are under consideration but have not been approved prior to Settlement are the responsibility of the buyer.

Closing Process

"Closing" is defined in the Standard Contract as the completion of the legal process which results in the transfer of the title to the Property from the seller to buyer.

- **Closing steps.** Closing includes a number of steps, including the "Settlement," which is the signing and delivery to the closing attorney of all documents necessary to complete the transaction (deed, settlement statement, loan documents, etc.) and the closing attorney's receipt of all funds necessary to complete the transaction.
- **Where does closing take place?** The Settlement commonly takes place at the closing attorney's office.
- **When is closing completed?** The last step in the Closing is when the closing attorney records the deed and any deed of trust. This is commonly, but not always, done on the same day as the Settlement.
- **When may the buyer take possession of the property?** Unless the parties agree otherwise, the buyer is entitled to possession of the property if and when the "Closing" process has been completed.

Delays in Settlement/Closing

On occasion, a party is unable to complete the Settlement by the agreed-upon "Settlement Date."

- **Examples.** Common examples include a delay by the buyer's lender in completing the loan process or the discovery by the closing attorney of a defect in the title to the property that requires corrective action by the seller.
- **How long may Settlement/Closing be delayed?** In such cases, the Standard Contract permits the "Delaying Party" up to 7 days after the Settlement Date to complete Settlement and Closing.
- **Planning for possible delay.** In making their plans, it is prudent for the buyer and seller to take into account the potential for a delay in the completion of the transaction.

10

CLOSING

OUR NEXT STEPS

CONGRATULATIONS! YOU ARE UNDER CONTRACT!

Please do not hesitate to call me anytime if you have any concerns or questions. The following information is intended to guide you on how the process of closing on a home generally works. Keep in mind that your specific transaction may have unique aspects that may not be covered here (for example, new construction).

I look forward to staying on top of the details and diligently assisting you with the closing on your new home!

- ▶ If you are obtaining a mortgage, communicate with your lender to ensure they have all the necessary documentation from you. **Please refrain from making any major purchases before closing without consulting your lender first, as this could impact your credit score and potentially conflict with your loan approval!** If the lender requires documents, ensure prompt submission, as the timeline is tight once your offer is accepted.
- ▶ I will coordinate various inspections for you, including home inspection, termite, radon, well, and septic, among others. We recommend all inspections deemed appropriate for your new home. Specify which inspections you deem necessary, and I will organize them for you. Costs may vary among vendors.



10

CLOSING

OUR NEXT STEPS

- ▶ We highly recommend obtaining a new survey of the property to understand its boundaries, setbacks, easements, and potential conflicts with neighbors. This can be ordered by your closing attorney or arranged through me. Costs will vary based on the surveyor and property size.
- ▶ Note that service providers usually require payment at the time of service, but some may allow payment at closing (although some lenders may require upfront payment).
- ▶ Following the inspection, it's common for homes, even new ones, to have items listed. Based on these findings, we may need to negotiate with the seller (via their agent) for repairs. Focus on negotiating repairs that are crucial for safety and livability. If the seller is unwilling to make repairs, they may offer to contribute money toward the repairs.
- ▶ Check with your lender to determine the amount of money you need to bring to closing.



- ▶ I will schedule the closing date and time with our preferred attorney unless you have a specific preference or the contract mandates a particular attorney. We'll also arrange the final walk-through. Mark the date and time on your calendar.
- ▶ For those selling and buying a home with back-to-back closings, someone from our team can represent you at the seller closing (possibly requiring a Power of Attorney). However, plan to attend your buyer-side closing.
- ▶ Every lender mandates obtaining Homeowner's Insurance, also known as "Hazard" insurance. This is an opportune time to explore combined home and auto policies. We can recommend our preferred vendor.
- ▶ Remember to schedule a moving company and arrange for all utilities to be in your name starting from the day of closing. Approximately 10 days before closing, I will provide a list of utility companies for your new home area.

One Call Solves It All

The Oceanaire Concierge

 One point of contact to set up your home services



Change of
Address



Home
Security



Home
Warranty



Internet



Moving
Services



Satellite or
Cable TV



Utility
Support

Questions? Scan the QR Code or ask your agent about this complimentary service!



THE
OCEANAIRE
REALTY®

Est. 1979

www.TheOceanaireRealty.com



Est. 1979