

The following are a few questions that have come up recently with the attached responses from the legal department at S.C.A.R.

Q – Under section 13 of the “Agreement to Buy and Sell Real Estate”, the language speaks of a “certificate of assessment”. What does this refer to?

A – This document is certification that the seller’s accounts with a condominium or Homeowner’s Association regime or dues are paid and/or the balance owed on any assessments. Typically a closing attorney obtains this document which is why REALTORS® are unfamiliar. Due to a couple of closings being delayed...Myrtle Beach bar asked Myrtle Beach REALTORS® to add to the contract to alleviate future squabbles.

Q – Is there a conflict between 19(c) that states that the seller agrees to maintain the appliances in operative condition and 19(E) which does not mention appliances in the repair section? This seems to be causing conflict when the inspection reflects repairs needed to appliances.

A – No. Referring to the statement “After any inspection...Seller agrees to maintain...all appliances to be conveyed in operative condition, normal wear and tear excepted...” In the contract, “operative condition” describes which appliances must be maintained, not what must be done to the appliances.

Note: The seller is agreeing to maintain the “operative” appliances. The seller is NOT agreeing to maintain the “inoperative” appliances. The seller is not agreeing to repair “inoperative” appliances to make them “operative” appliances. Normal wear and tear would not trigger a duty for seller to repair what was formerly an “operative” appliance. Only if an operative appliance broke due to circumstances outside of normal wear and tear would the seller be obligated to make the repair.

If an appliance was determined to be inoperative during the inspection, seller is not obligated to repair by 19(c) or 19(e). If the buyer wants all appliances operative at closing, they would have to write that into an addendum. (19(e) references 19(b) and 19(d), not 19(c).

If you need more information on these questions/answers or have legal or contract questions, contact Byron at S.C.A.R. 1-803-233-6381.