



**BEYCOME™ LISTING AGREEMENT SC/\_**

This Listing Agreement ("Agreement"), is made and entered into as of Jul 25, 2024 ("Effective Date") by and between Beycome brokerage realty LLC ("Broker" or "beycome") and you, the owner or authorized representative of the listed Property\* who has executed this Agreement ("you" or "Owner/customer"). Beycome brokerage realty LLC is the licensed real estate broker for transactions consummated through beycome's website, [www.beycome.com](http://www.beycome.com) ("Website"), who is owned by beycome Corp.

The Terms of Use ("Terms of Use") and Privacy Policy ("Privacy Policy") set forth on the Website, which Terms of Use and Privacy Policy, as updated from time to time by beycome, are hereby incorporated into and made a part of this Agreement by reference. All capitalized terms used, but not defined in this Agreement shall have the meaning ascribed to such terms in the Terms of Use and Privacy Policy, as applicable. In the event of any conflict between the terms of this Agreement and the terms of the Terms of Use and Privacy Policy, the terms of the Terms of Use and Privacy Policy shall control.

BY EXECUTING THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT (A) YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) YOU ARE 18 YEARS OF AGE OR OLDER AND OF LEGAL AGE, AND ABLE TO ENTER INTO A LEGALLY BINDING CONTRACT; (C) YOU ARE THE OWNER OR AUTHORIZED REPRESENTATIVE OF THE LISTED PROPERTY; AND (D) YOU ACCEPT THIS AGREEMENT AND AGREE TO BE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THE SERVICE.

\* property: house, multi-family, condo, townhouse, apartment, mobile home (exclusively with the ownership of the land), land and commercial.

**PROPERTY:**

Owner name : Carolina Total Homes LLC

Listing price \$: 139,900

Property address: 0 Shad Rd. Hardeeville, SC 29927

Tax ID: 038-00 -06-115

Email address: rachel@carolinatotalhomes.com IP address: 2001:4452:253:7c00:c1d:1072:1804:55ef

Owner agrees to pay to Buyer's or Renter's agent 3% in commission fee of the total purchase or yearly lease price.

**DISCLOSURES & DISCLAIMERS:**

**Broker owes you the following duties under this Agreement:**

- a. Dealing honestly, fairly and provide accurate information;
- b. Use skill, care, and diligence to facilitate the transaction;
- c. Collect and present to Owner all o written offers, counteroffers and or exchange to buy, lease Owner's Property;
- d. collect and present to Owner all offers and counteroffers to buy or lease Owner's Property;
- e. Keep information confidential as requested in writing by the Customer.

Both the Owner and Broker acknowledge that Broker has no knowledge of any facts about the Property, as Broker has not visited or inspected the Property in any way. Any and all compliances with these disclosures will be solely the responsibility of Owner. Broker does not and will not utilize or keep funds in a trust or escrow account and will not hold funds for any party to any transaction related to this Agreement.

The listings of this type being contracted under this Agreement are known as either an "Entry Only Listing", "Flat Fee", or "Transactional broker" Agreement.

***It is strongly recommended for your protection that you retain a real estate attorney for any and all real estate transactions, including for this Agreement, even if a real estate licensee and/or realtor is involved.***



**LISTING AGREEMENT:**

By you, the Owner, entering into this Agreement, you are certifying that you are the owner and/or authorized party to sell and/or rent the Property and agree to the following terms:

1. **The Term.** Owner gives Broker the right to list, sell or lease the Property, which has been identified by the Owner to Broker. This Agreement will start on the date in which the Owner submits complete Property listing information ( including LLR’s South Carolina Disclosure of real estate relationships), pictures and payment of the Flat Fee listed below and continue for a term of thirty-six (36) months and will terminate upon the earlier of (a) the sale or lease of the Property, or (b) Owner’s cancellation of this Agreement as provided below (the “Term”). Owner consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS. Owner consents that broker must not be physically present on the property when providing access to the property.

2. **MLS (Multi Listing Service) Flat Fees.** Subject to the Terms of Use, Privacy Policy and this Agreement, Owner may give Broker the right to place the listing into the MLS Service (Multi Listing Service). In order to place Owner’s listing into the MLS Service, Owner must select an MLS package for which Owner shall pay to Broker a one-time flat fee in accordance with the pricing listed on the Website for the basic MLS package (\$99), and Enhanced Package (\$399) (“Flat Fee”), and such payment is due upon execution of this agreement.

3. **Owner Cancellation, withdrawals.** Owner has the right to cancel this Agreement at any time, and for any reason, except when binding to a contract, with a full refund if Owner cancels prior to publication of the listing on the MLS Service, provided that, and for the Enhanced Package and Concierge service , the cancellation must also be prior to the promotional items are shipped and/or at least 48 hours prior to a scheduled photographer session.

**Owner may not terminate this Agreement while the property is under contract. If this Agreement expires while the property is under contract owner must comply with the above. However, once the listing is placed on the MLS Service, owner is required to sign beycome /broker cancellation agreement (cancel/delete from beycome.com dashboard) to cancel.**

Owner initials:

Also, if Owner fails to respond to Broker’s attempts to contact Owner via email and telephone, Broker reserves the right to cancel the listing after one (1) week, and the listing shall be deemed abandoned by Owner with no refund.

4. **Broker Cancellation.** Broker reserves the right to cancel the listing if Owner has provided misleading or false information, if the listing party has impersonated the actual owner without legal authorization, or if there is any legal matter and/or restriction of the Property that would hinder the free sale or rent of the Property or would present a legal risk or detriment to Broker. A full refund will be issued to Owner in the case where Broker decides to unilaterally cancel the listing.

5. **90-Day Money Back Guarantee Policy:**

In the event the Property\* is not closed, under contract, or has not received at least two offers within ninety (90) days of publication on the MLS Service, beycome will provide Owner with a refund of \$99. Cancellations requested by Owner before the ninety (90) day or after one hundred and four (104) day period will not be refunded; and in all cases, the photographer session fee, yard signage, keylock box if purchased by Owner, will not be refunded. In order to receive a \$99 refund of the Flat Fee, you will be required to verify that you are the Owner of the Property listed. Refund request need to be submitted to contact@beycome.com. If you opt for a refund, your listing will be removed from the MLS Service and beycome.com.

\* Property: House, Multi-family, Condo, Townhouse, Apartment, Mobile home (exclusively with the ownership of the land).

90-day money back guarantee don't cover: Lease/ rental, Land, Commercial and Pre-construction / Under construction property.

**\*WARNING: Owner is required to agree and sign the broker “Cancellation of listing/ release & termination of multiple listing agreement” to cancel, delete, release and terminate his contract. This agreement is generated online at the time you request the cancellation of your listing.**

Owner initials:

**6. Commission offered.**

**Notice: The amount or rate of real estate commissions is not fixed by law.**

- a. Owner offers a co-brokerage compensation which is a commission offered to the **Buyer's or tenant's agent** and a commission that has already been provided to Broker (the flat fee). Owner will pay such amounts to the Buyer's Agent in the case of the purchase of the Property, at the time of closing and in the case of a rental of the Property, at the time of the lease execution.
- b. Except as provided in this Section, Owner shall owe no additional commission, compensation or payment to Broker other than the initial Flat Fees set forth in Section 2 above, if Owner sells or rents the Property without the interaction or assistance of a Cooperating Broker.
- c. In the event that Broker actively participates in the sale or lease of the Property and is the procuring cause of a sale or lease, then any amounts that would have been due and owing a Cooperating Broker hereunder will be due and owing Broker as additional commission. Owner therefore acknowledges and agrees that Broker may act both as the limited listing agent hereunder and entitled to the Flat Fees set forth above and may also act as the Buyer's transactional agent and be entitled to the commission that would have been due to a Cooperating Broker had that Buyer been brought by a third party real estate broker. The same applies to any leases.
- d. In the event Broker receives a qualified lead from a third-party syndication website such as, but not limited to, Move, Inc., or Zillow Group, Inc., Owner acknowledges that Broker may communicate with that lead and make efforts to present that Buyer to the Owner. In such an event, Broker will act as a transactional broker.
- e. Owner acknowledges that in cases where Broker may act both as the limited listing agent and Buyer's transactional agent (dual Agency), Broker may, if allowed by applicable law, offer a commission rebate to Buyer or Renter at the time of closing or execution of lease agreement, respectively.

**7. Broker Obligations.** Broker represents and warrants that they will publish and advertise the Property as described on the Website. Owner authorizes other participating MLS member brokers or their agents to advertise the Property listing to procure a Buyer or Renter. However, Broker cannot warrant that the Property will appear in all other brokers' websites.

**8. Owner Obligations.** Owner acknowledges that he or she shall be responsible to respond to any and all requests for information, to schedule appointments and to show the Property and all other activities related to the transaction in a timely and businesslike manner. Owner understands that it his or her legal duty and responsibility to disclose all known facts that materially affect the value of the Property which is not readily observable to or not available by normal inspection by the Buyer or Renter.

**9. Indemnification.** Owner shall indemnify, defend and hold harmless Broker from any and all actual and potential third party liability and/or legal action(s) arising out of related to this Agreement and/or Owner's Property or listing, including, but not limited to, complaints from the MLS, Association of Realtors, HOA or Condominium Association(s), realtors/agents and/or Buyers/Renters; failure to pay any and all offered commissions; Owner's violation(s) of applicable laws, including disclosure laws, and non-disclosure(s) as required by law; violations related to Owner's materials and content; Owner's breach (affirmative or otherwise) of this Agreement; Owner's gross negligence, Owner's misrepresentations or the existence of any undisclosed material facts by Owner regarding the Property; and/or any and all court or arbitration decision(s) in favor of another broker or party that has prevailed on a claim related to the Property or Owner's listing. This clause shall survive performance and transfer of title. Owner and Broker acknowledge that Broker has not visited the Property and has no knowledge as to any facts regarding any and all required disclosures. All information, including, but not limited to photographs, sketches, renderings, plans, floorplans, etc., uploaded to the MLS Service, have been provided solely by Owner. Broker has only entered information into the MLS Service based on the information provided by Owner in good faith without verifying its authenticity, accuracy and/or veracity.

**10. Security, insurance, showings, audio and video:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a key safe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Owner agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Owner. Persons visiting the Property may not be aware that they could be recorded by audio or visual devices installed by Owner (such as nanny cams and hidden security cameras) and may claim an invasion of privacy. Owner is advised to post notices disclosing the existence of security devices.

**11. Media: Images, Photography, video, Public remarks/ description.****Copyright Issues:**

You agree not to upload, post and/or utilize any copyrighted, protected, impermissible, unauthorized and/or illegally downloaded images, depictions, descriptions, contents, videos and/or photographs on the website. **FOR PURPOSES**

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. © Beycome™ / Beycome Corp. All rights reserved.



**OF CLARITY, UPLOADING PHOTOGRAPHS VIDEOS, DEPICTIONS, TAKEN AND/OR PAID FOR BY A PRIOR REAL ESTATE AGENT OR OWNER OF THE PROPERTY (WITHOUT THE PRIOR, EXPRESS WRITTEN PERMISSION OF SUCH PRIOR REAL ESTATE AGENT OR OWNER AND THE APPLICABLE PHOTOGRAPHER) IS STRICTLY PROHIBITED.** Are should there be any penalty and/or fine assessed to beycome / broker regarding any of your uploads, utilized materials, images, photographs, videos and/or posts, you shall be completely and solely liable and responsible for payment of any and all such fines, penalties and/or fees. You also hereby stipulate that beycome / broker may immediately block, remove, delete and/or destroy, without notice, any and all complained of images and/or materials upon receipt of any notice of violation or complaint from the mls or any other party regarding any and all posted, utilized and/or uploaded material, including, but not limited to images, photographs, and/or videos. By submitting any media to beycome/broker, the owner represents and warrant that they own the right to reproduce and display the media or they have procured such rights and all necessary licenses from appropriate parties.

***Remember – Verbal permission to use media subject to copyright protection is insufficient for purposes of the MLS, beycome, broker and/or for your protection in general.***

**WARNING: Penalties for copyright infringement can be up to \$150k per picture.**

Misuse of Public Remarks and descriptions:

You agree that the Property Description or other public facing fields may not include:

- Gate codes
- Showing Instructions
- Compensation Information
- Lockbox information
- Occupancy status of the property such as "vacant"
- Email addresses
- Website addresses
- Phone numbers
- For Sale by owner information
- Open house information
- Language that violates applicable fair housing laws and guidelines

**WARNING: broker reserves the right to remove any remarks within any field that are found to be inappropriate.**

**c. Branded Photos/Media:**

Branding of any media submitted to the beycome / broker and MLS is prohibited. Images, Photography, video, virtual tours and/or any media submitted to beycome / broker and the MLS must not contain any branding or promotional information.

You agree that Photos and media uploaded onto the MLS must not contain any of the items below:

- Agent, broker, or brokerage names or photos or logos
- Phone Numbers
- Website addresses
- Email Addresses
- For sale or for lease signs, billboards, open house signs, promotion signs, or any other advertising material with identifiable information
- Animals with no relation to the property being listed.  
Example: A photograph of only a horse, dog, chicken, etc.
- Messages or solicitations
- People that are not incidental to the subject of the photo and/or are identifiable
- Example: A scene that features people who can be identified or a photograph of only a person.
- Photographs of children will be pulled immediately
- Items not directly related to the listing.

**WARNING: beycome/ broker reserves the right to remove any photos/Media that are found to be inappropriate.**

**d. Exterior Photo Requirement**

You agree to add at least one (1) photo or rendering of a substantial portion of the exterior structure of the listing.

**12. OWNER'S OBLIGATIONS TO UPDATE INFORMATION ON THE BEYCOME WEBSITE FOR THE MLS SERVICE.**

**MLS INFORMATION & POSTING:** Pursuant to MLS Service's internal rules and regulations, it requires that the information for the Property be current and up to date. Owner warrants that they will inform Broker in writing via the Website of any and all changes to the Property, including with regards to availability, within 24 hours of such changes. Owner is not authorized to keep his listed Property "off market" on the MLS Service, for more than 1 month (30 days). Should Owner fail to comply with this section of this Agreement, Broker reserves the right to immediately cancel the listing and shall not provide Owner a refund as this listing shall be deemed abandoned. Should the MLS Service generate a notice to Broker, Broker shall email the MLS notice to Owner to make any and all necessary changes to the listing. If Owner fails to comply with any MLS change within 24 hours of notice, Broker reserves the right to immediately





cancel the listing without a refund and deem the listing as abandoned.

**REQUIREMENT OF THE SOUTH CAROLINA REAL ESTATE LAW & MLS RULES:**

The Owner understands and agrees that Broker has fully met the requirements of Section [27-50-70](#) of the South Carolina Code of Laws, as amended.

**TAXES:** Owner covenants and agrees to comply with the provisions of South Carolina Code Section [12-8-580](#) (as amended) regarding withholding requirements of owners who are not residents of South Carolina as defined in the said statute. The payment of rollback taxes, if applicable, and past personal property taxes, if applicable, shall be negotiated between the Owner and any prospective buyer.

**COASTAL TIDELANDS & WETLANDS ACT:** In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section [48-39-10](#), et. seq., South Carolina Code of Laws), an addendum will be attached to the sales agreement incorporating the required disclosures. The payment of any necessary surveys shall be negotiated between the Owner and any prospective buyer

**LEAD-BASED PAINT:** For dwellings built before 1978, and as required by applicable law, a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (the "Disclosure" must be signed by Owner and attached to this agreement. Owner represents that either (1) the improvements on the property were all constructed after December 31, 1977, or (2) the Disclosure has been fully completed and is attached to this agreement. Owner agrees to provide Broker with any such additional information or reports as may come to Owner's possession during the term of this agreement. Owner acknowledges that Broker has informed Owner of the Owner's obligations to provide a buyer of the property with the pamphlet "Protect your Family from Lead in Your Home," to provide information to a buyer of the property with copies of available records and reports with respect to the property and lead-based paint and lead-based paint hazards, all pursuant to [42USC4582](#) (d), as amended.

**SELLERS PROPERTY DISCLOSURE STATEMENT:** Owner represents and warrants that to the Owner's knowledge there are no material defects, material facts, material adverse facts, latent defects, or patent defects hidden or obvious in or on the Property which have not been disclosed to Broker in writing. Owner agrees to complete and deliver to the Broker a South Carolina Residential Property Condition Disclosure Statement and Addendum ([link](#)) attached and made part of this Contract and Owner warrants this information to be accurate. If the Owner discovers after delivery to Broker and/or buyer of the disclosure described herein, a material inaccuracy in the disclosure or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance or act of God, the Owner shall promptly remedy the inaccuracy by delivering a corrected disclosure to the buyer and Broker and or make reasonable repairs necessitated by the occurrence prior to Closing. A Owner who knowingly violates or fails to perform any duty prescribed by any provision of this law or Contract or who discloses any material information on the disclosure that Owner knows to be false, incomplete, or misleading is liable for actual damages proximately caused to buyer and Broker and court costs and reasonable attorney fees. Owner agrees to defend, indemnify, and hold harmless the Broker, Broker's agents, Broker's subagents, including indemnification for attorney fees and court costs and expenses from any claims arising out of any information or omission of information presented to Broker by Owner. Owner agrees to timely/properly disclose to Broker any known latent defects of the Property which are not readily ascertainable upon unobstructed viewing including land, improvements, and personal property conveying and to hold Broker harmless from any liabilities or damages arising from Property defects. Owner will not hold Broker liable for Owner's refusal or failure to provide a prospective buyer with a disclosure statement. Owner agrees to allow Broker to provide copies of the disclosure statement to prospective buyers and to display the disclosure in any marketing and MLS. The Owner understands and agrees that the Broker has fully met the requirements of SC Code Section [27-50-70](#).

**YARD SIGNAGE:** FSBO / for Sale by Owner yard signage are not permitted by the state of South Carolina once a property is listed in an South Carolina MLS system.

**Information Which Requires Immediate Update within 24 Hours of Notice or Knowledge:**

- Immediately after a contract is signed or executed, i.e., pending sale, pending lease or under contract.
- Immediately after the Property is sold or rented, owner MUST provide the name, phone number or license number of the Cooperating Broker and brokerage firm, if applicable, the sale or rent price, the type of financing and closing date and provide a complete fully executed copy of the purchase/sale agreement, copy of the CD / settlement statement or closing statement, and all addendum thereto.
- Immediately inform Broker of any changes or notices known to Owner, including, but not limited to cancellation of the listings and Property price or commission fee changes. In the event any such information for the Property must be changed or adjusted, Owner and Broker shall mutually execute and enter into an addendum to this Agreement.



Any and all listings are subject to review and approval by the MLS and must comply with the MLS Rules and Regulations.

**Owner may not terminate this Agreement while the property is under contract. If this Agreement expires while the property is under contract owner must comply with the above.**

Owner Initials:

**WARNING: A \$400 penalty may apply if owner does not notify Broker by email within 24 Hours of Notice or Knowledge**

**13. EQUAL HOUSING OPPORTUNITY:**

Federal and state laws make it illegal for Seller/ Owner, Broker, or anyone to use RACE, COLOR,RELIGION, or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIALSTATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USEORHANDLING/ TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OFRELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVEADISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of property. Seller/Owner also acknowledges that many jurisdictions have stricter laws that extend protection to political beliefs, income, sexual orientation and other factors. Seller/Owner agrees to investigate and comply with all laws regarding discrimination.

**14. GENERAL**

- a. Entire Agreement.** This Agreement (including the Terms of Use and Privacy Policy, each as updated by beycome from time to time) represents the entire agreement between you and beycome, and supersedes any prior or contemporaneous understandings or written or oral agreements between you and beycome, with respect to the subject matter of this Agreement. Except for updates by beycome to the Terms of Use and Privacy Policy, this Agreement may only be amended, changed or modified pursuant to a written document duly executed by both you and beycome.
- b. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida (without giving effect to principles of conflicts of laws). The U.N. Convention on Contracts for the International Sale of Goods is expressly excluded. For any action or proceeding to enforce Arbitration or an Arbitration ruling or for an action for injunctive relief, you and beycome each expressly consent to the (i) venue of Miami-Dade County, Florida, USA, and each party hereby expressly waives any objection to such venue based upon forum non-convenient or otherwise; and (ii) jurisdiction of the state and/or federal courts in and/or for Miami-Dade County, Florida, USA.
- c. Agreement to Be Bound and Survival.** Your agreement to be bound by this Agreement commences with the earlier of your executing this Agreement, your accessing or using the Service, or otherwise submitting information to beycome through the Service. Your agreement to be so bound will continue until this Agreement is terminated pursuant to the terms of this Agreement or your right to access and use the Service is either canceled or terminated, subject to the survival of each of the following after such cancellation or termination: Sections 6 through 12 of this Agreement and any other obligation you have to beycome. If, following the cancellation or termination of your right to access and use the Service, you access or use the Service or otherwise submit information through the Service, then you again, automatically and immediately, are bound by these Terms.
- d. Counterparts and Electronic Versions.** This Agreement may be accepted in multiple counterparts, each of which shall be deemed to be an original and of equal force and effect, and all of which taken together shall constitute one and the same instrument. This Agreement may be executed in electronic format and/or with digital signatures, each party reserves the right to only maintain an executed copy of this Agreement in electronic form, and each party hereby agrees that a print-out of such electronic form of this Agreement will be deemed an original for all purposes relating to the enforceability of the terms and conditions of this Agreement.

[SIGNATURES ON THE NEXT PAGE]



PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS LISTING AGREEMENT. Parties acknowledges receiving, reading, reviewing, and understanding: this Listing agreement, the LLR’s SC Disclosure of Real Estate Relationships, any transaction brokerage agreements, and copies of these documents.

IN WITNESS WHEREOF, Broker and Owner/customer have duly authorized, executed and entered into this Listing Agreement.

**Broker:**

**Beycome brokerage realty LLC**

By:  
**Name:** Steven Koleno  
**Title:** Listing Broker  
400 NW 26th St,  
Miami, FL 33127  
USA  
**Date:** 07/25/2024 12:26 PM

**Owner/customer:**

By checking this box and writing my name below (as an electronic signature), I acknowledge and accept the terms of the agreement, understand and agree that my electronic signature is the equivalent of a manual written signature.

**Name:** .....Carolina Total Homes LLC.....

**Property address:** ...0.Shad.Rd..Hardeeville..SC.29927.....

**Date:** ..07/25/2024 12:26 PM.... **IP Address:** ..2001:4452:253:7c00:c1d:1072:1804:55ef

**Email Address:** ..rachel@carolinatotalhomes.com.....

[SOUTH CAROLINA DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS ON THE NEXT PAGE]



## SOUTH CAROLINA DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS



South Carolina Real Estate Commission  
PO BOX 11847, Columbia, S.C. 29211-1847  
Telephone: (803) 896-4400 Fax: (803) 896-4427  
<http://llr.sc.gov/POL/REC/>

Pursuant to South Carolina Real Estate License Law in S.C. Code of Laws Section 40-57-370, a real estate licensee is required to provide you a meaningful explanation of agency relationships offered by the licensee's brokerage firm. This must be done at the first practical opportunity when you and the licensee have substantive contact.

Before you begin to work with a real estate licensee, it is important for you to know the difference between a broker-in-charge and associated licensees. The broker-in-charge is the person in charge of a real estate brokerage firm. Associated licensees may work only through a broker-in-charge. **In other words, when you choose to work with any real estate licensee, your business relationship is legally with the brokerage firm and not with the associated licensee.**

A real estate brokerage firm and its associated licensees can provide buyers and sellers valuable real estate services, whether in the form of basic **customer** services, or through **client**-level agency representation. The services you can expect will depend upon the legal relationship you establish with the brokerage firm. It is important for you to discuss the following information with the real estate licensee and agree on whether in your business relationship you will be a **customer** or a **client**.

### **You Are a Customer of the Brokerage Firm**

South Carolina license law defines customers as buyers or sellers who choose NOT to establish an agency relationship. The law requires real estate licensees to perform the following **basic duties** when dealing with **any** real estate buyer or seller as customers: **present all offers in a timely manner, account for money or other property received on your behalf, provide an explanation of the scope of services to be provided, be fair and honest and provide accurate information, provide limited confidentiality, and disclose "material adverse facts" about the property or the transaction which are within the licensee's knowledge.**

**Unless or until you enter into a written agreement with the brokerage firm for agency representation, you are considered a "customer" of the brokerage firm, and the brokerage firm will not act as your agent. As a customer, you should not expect the brokerage firm or its licensees to promote your best interest.**

Customer service does not require a written agreement; therefore, you are not committed to the brokerage firm in any way unless a transaction broker agreement or compensation agreement obligates you otherwise.

### **Transaction Brokerage**

A real estate brokerage firm may offer transaction brokerage in accordance with S.C. Code of Laws Section 40-57-350. Transaction broker means a real estate brokerage firm that provides customer service to a buyer, a seller, or both in a real estate transaction. A transaction broker may be a single agent of a party in a transaction giving the other party customer service. A transaction broker also may facilitate a transaction without representing either party. The duties of a brokerage firm offering transaction brokerage relationship to a customer can be found in S.C. Code of Laws Section **40-57-350(L)(2).**

### **You Can Become a Client of the Brokerage Firm**

Clients receive more services than customers. If client status is offered by the real estate brokerage firm, you can become a client by entering into a written agency agreement requiring the brokerage firm and its associated licensees to act as an agent on your behalf and promote your best interests. If you choose to become a client, you will be asked to confirm in your written representation agreement that you received this agency relationships disclosure document in a timely manner.

A **seller becomes a client** of a real estate brokerage firm by signing a formal listing agreement with the brokerage firm. For a seller to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the seller and the brokerage firm which becomes the agent for the seller.

A **buyer becomes a client** of a real estate brokerage firm by signing a formal buyer agency agreement with the brokerage firm. For a buyer to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the buyer and the brokerage firm which becomes the agent for the buyer.





# SOUTH CAROLINA DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS



South Carolina Real Estate Commission  
PO BOX 11847, Columbia, S.C. 29211-1847  
Telephone: (803) 896-4400 Fax: (803) 896-4427  
<http://llr.sc.gov/POL/REC/>

If you enter into a written agency agreement, as a client, the real estate brokerage has the following *client-level duties: obedience, loyalty, disclosure, confidentiality, accounting, and reasonable skill and care*. Client-level services also include advice, counsel and assistance in negotiations.

## Single Agency

When the brokerage firm represents only one client in the same transaction (the seller or the buyer), it is called single agency.

## Dual Agency

Dual agency exists when the real estate brokerage firm has two clients in one transaction – a seller client and a buyer client. At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the brokerage firm to represent both you and the other client in a disclosed dual agency relationship.

## Disclosed Dual Agency

In a disclosed dual agency, the brokerage firm’s representation duties are limited because the buyer and seller have recognized conflicts of interest. Both clients’ interests are represented by the brokerage firm. As a disclosed dual agent, the brokerage firm and its associated licensees cannot advocate on behalf of one client over the other, and cannot disclose confidential client information concerning the price negotiations, terms, or factors motivating the buyer/client to buy or the seller/client to sell. Each Dual Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

## Designated Agency

In designated agency, a broker-in-charge may designate individual associated licensees to act solely on behalf of each client. Designated agents are not limited by the brokerage firm’s agency relationship with the other client, but instead have a duty to promote the best interest of their clients, including negotiating a price. The broker-in-charge remains a disclosed dual agent for both clients, and ensures the assigned agents fulfill their duties to their respective clients. At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the brokerage firm to designate a representative for you and one for the other client in a designated agency. Each Designated Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

## It’s Your Choice

As a real estate consumer in South Carolina, it is your choice as to the type and nature of services you receive.

- You can choose to remain a customer and represent yourself, with or without a transaction broker agreement.
- You can choose to hire the brokerage firm for representation through a written agency agreement.
- If represented by the brokerage firm, you can decide whether to go forward under the shared services of dual agency or designated agency or to remain in single agency.

If you plan to become a client of a brokerage firm, the licensee will explain the agreement to you fully and answer questions you may have about the agreement. Remember, however that until you enter into a representation agreement with the brokerage firm, you are considered a customer and the brokerage firm cannot be your advocate, cannot advise you on price or terms, and only provides limited confidentiality unless a transaction broker agreement obligates the brokerage firm otherwise.

The choice of services belongs to you – the South Carolina real estate consumer.

### Acknowledgement of Receipt by Consumer:

Signature \_\_\_\_\_ Carolina Total Homes LLC \_\_\_\_\_ Date 07/25/2024 12:26 PM

Signature \_\_\_\_\_ Date \_\_\_\_\_

**THIS DOCUMENT IS NOT A CONTRACT.**  
This brochure has been approved by South Carolina Real Estate Commission for use in explaining representation issues in real estate transactions and consumer rights as a buyer or seller. Reprinting without permission is permitted provided no changes or modifications are made.