



Property Information Package  
4BR/3BA 3125+/- sf. on 27.25 ac. +/-  
**7045 Parris Bridge Rd.**  
**Chesnee, SC 29323**



Auction Date: **Thursday, August 26th, 2021 at 6:00 PM**  
Property Preview/Inspection: **Thursday, August 19th from 3:00 – 6:00 PM**  
Auction Location: **7045 Parris Bridge Road, Chesnee, SC 29323**  
Buyer's Premium: **10% Added to Final Bid Price**

## **Holiday Auction & Realty, LLC**

**John Slaughter, SCAL# 4710**

**PH: 864-497-0330**

**Matt Holiday, BIC, SCAL# 3589**

**Sold@BidYall.com**

**[www.AuctionSC.com](http://www.AuctionSC.com)**

# On-Site Auction

4BR/3BA - 3125 sf. +/-

on 27.25 ac. +/-

**7045 Parris Bridge Road**  
**Chesnee, SC 29323**

**Register to Bid at [www.AuctionSC.com](http://www.AuctionSC.com)**

- Auction Date: **Thursday, August 27th @ 6:00 PM**
- Inspection/Preview: **Thursday, August 19<sup>th</sup> @ 3:00 PM**
- Buyer's Premium: **10% Added to Final Bid Price**

Southern Comfort Ranch, a horse lover's or farmstead paradise on over 27.25 acres featuring a spacious 3125+/- sq ft, 4BR/3BA 2-story home with walk out basement, walk-in closets, sun deck, multiple fireplaces, hardwood floors, & electric appliances.

- 3125 +/- Sq. Ft.
- 27.25 +/- acre
- 3000 +/- Sq. Ft. Barn
- 1400 +/- Sq.Ft. Boarding Stables
- 2 acre +/- Pond
- LFC Water District
- Duke Power
- Septic System
- Fenced & Gated Pastures
- Heat Pump
- Multiple Fireplaces
- Granite Counter Tops
- Propane Fireplace
- Hardwood & Carpet Floor
- Walk Out Basement
- Sun Deck
- Formal Dining and Living
- Hot Tub
- Master on 1<sup>st</sup> Floor
- Attic Storage
- Exterior Accent Lighting
- 2-Car Garage

This property is located in Spartanburg County approximately 10 minutes to Shopping and Amenities. Minutes from **Lake Bowen & Lake Blalock** and a short drive to the **Tryon International Equestrian Center**.



Spartanburg County Tax Parcel 2-17-00-096.00  
2020 Tax Paid @ 4% was \$2400.79

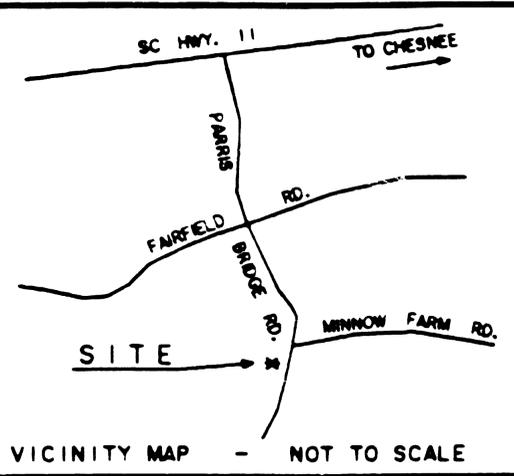
**10% Buyer's Premium (added to final bid).** Property sells "AS IS-WHERE IS" with all faults and without warranty of any kind, either expressed or implied, by seller or Broker. Immediately following the bidding, the high bidder must execute a Contract to Purchase with no contingencies of any kind and provide a \$10,000 non-refundable deposit to be held in escrow. This is a Reserve Auction subject to seller approval of final sale price (bid price + 10% Buyer's Premium). Must close within 45 days. Please review complete terms and conditions before bidding. To schedule inspection of the property, contact: **John Slaughter SCAL#4710 at 864-497-0330 or Sold@BidYall.com.**

PLAT-147PG632

RECORDED  
00 MAY -2 AM 11:15  
R.M.C.  
SPARTANBURG, S.C.

N/F  
JAMES E. & LOUISE B. GARRETT

N/F  
ESTON GARRETT



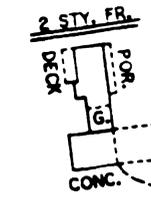
THE PROPERTY SHOWN HEREON IS SUBJECT TO ANY AND ALL OTHER EASEMENTS, ZONING ORDINANCES AND R/W'S OF RECORD OR NOT OF RECORD



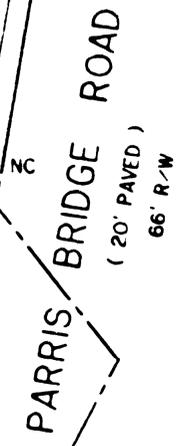
NOTE:  
THIS PROPERTY IS SUBJECT TO ROAD RIGHT-OF-WAY.

TOTAL : 27.259 AC.

N/F  
PALMER DEAN PONDER  
D.B. 62 S .p. 352



PLAT: ED WALPOLE  
BY NEIL PHILLIPS  
6-13-1996.



N/F  
CHRISTIAN FELLOWSHIP CHURCH  
D.B. 46 N .p. 631

N/F  
MELVIN GOWAN  
D.B. 41 C .p. 489

**ROBERT A. FROHNAUER**

MEMBER SC SOCIETY OF  
PROFESSIONAL LAND SURVEYORS

LOCATION: NEAR COOLEY SPRINGS		○ DENOTES IRON PIN SET ● DENOTES IRON PIN FOUND	
COUNTY: SPARTANBURG	STATE: SC	DRAWN BY: M. WHITE	FIELD BY: A. FRANK
CO. BLK. REF.: P/O 2-17-00-96 7220-60-6899-84	DEED BOOK REF.: 46 R .p. 302	PLAT BOOK REF.: 82 .p. 468	
DATE: APRIL 26, 2000	SCALE: 0 200 400 600		
PHONE: (864) 592-3500	JAMES V. GREGORY LAND SURVEYING P.O. BOX 188, CAMPOBELLO, SC 29322		FAX: (864) 592-3509

*[Signature]*

REGISTRATION # 6329

PLAT NO. (IDWALP) B-13,191

111RMC 1103 50200#033 \$10.00 +

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

**Summary**

Parcel ID 2-17-00-096.00  
 Account # 25864  
 MillageGroup 2R00 - 2LWCSF - SD2/LIBERTYCHESNEEFINGERVILLEWATER/COOLEYSPRGSFIRE  
 Land Size 27.26 AC  
 Utilities  
 Fire District CSF  
 Site Conditions  
 Location Address 7045 PARRIS BRIDGE RD  
 CHESNEE  
 Legal Description E OF BUCK CREEK N OF RD 189 P/B 82-468 PB 147/632 DB 118J-841  
 Neighborhood (Note: Not to be used on legal documents)  
 Rural Land Map Number 2-17  
 Property Usage Qualified Owner Occupied Farm Improved (400A)



**Owners**

FROHNAUER JERRI &  
 7045 PARRIS BRIDGE RD  
 CHESNEE SC 29323

FROHNAUER ROBERT  
 7045 PARRIS BRIDGE RD  
 CHESNEE SC 29323

**Valuations**

	2020	2019	2018	2017
Market Land Value	\$146,055	\$146,055	\$146,055	\$139,736
+ Market Improvement Value	\$317,100	\$317,100	\$317,100	\$289,400
+ Market Misc Value	\$17,100	\$17,100	\$17,100	\$16,000
= Total Market Value	\$480,255	\$480,255	\$480,255	\$445,136
Taxable Land Value	\$146,055	\$146,055	\$146,055	\$139,736
+ Taxable Improvement Value	\$317,100	\$317,100	\$317,100	\$289,400
+ Taxable Misc Value	\$17,100	\$17,100	\$17,100	\$16,000
- Ag Credit Value	(\$134,621)	(\$134,621)	(\$134,621)	(\$128,702)
= Total Taxable Value	*\$345,634	*\$345,634	*\$345,634	*\$316,434
Assessed Land Value	\$457	\$457	\$457	\$441
+ Assessed Improvement Value	\$12,684	\$12,684	\$12,684	\$11,576
+ Assessed Misc Value	\$684	\$684	\$684	\$640
= Total Assessed Value	\$13,825	\$13,825	\$13,825	\$12,657

\*This parcel is subject to the value cap

**Fees**

Assessment	Units	Amount
Land Fill Yes	1	\$64.00

**Land**

Land Use	Number of Units	Unit Type	Land Type	Frontage	Depth
4% OO FRM IMP (400A)	1.50	Acre	ACRE	0	0
4 AG FI (4AGA)	25.00	NonTimber	ACRE	0	0
4 AG FI (4AGA)	0.76	NonTimber	ACRE	0	0

**Buildings**

Building ID 26595  
 Style Single Family / 1  
 Gross Sq Ft 7,811  
 Finished Sq Ft 3,365  
 Stories 2 Story  
 Condition Very Good  
 Interior Walls DRYWALL  
 Exterior Walls VINYL  
 Year Built 1986  
 Garage Garage (Attached)  
 Porch Porch Open  
 Effective Year Built 1986  
 Foundation CONCRETE  
 Roof Type GABLE  
 Roof Coverage COMP SHINGLE

Flooring Type TILE with 50% CARPET  
 Heating Type CENTRAL HEAT with 100% AIR CONDITIONING  
 Full Bathrooms 1  
 Half Bathrooms 0  
 3/4 Bathrooms 0  
 Grade A-  
 Grade Description A-  
 Number of Fire Pl 2

Code	Description	Sketch Area	Finished Area	Perimeter
BN	Barn	2,190	0	0
BU	Basement Unf	411	0	0
DF	Deck Wood	372	0	86
FU70	Floor Up 70	1,644	1,151	172
GA	Garage Att	564	0	98
FA	LAFinAttGar	282	282	0
MN	Main Living	1,932	1,932	244
PO	Porch Open	416	0	120
TOTAL		7,811	3,365	720

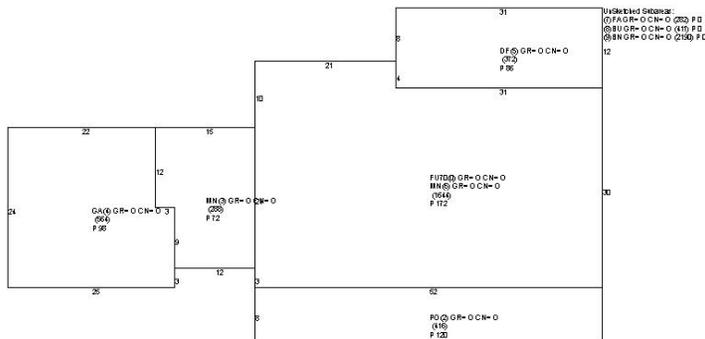
### Yard Items

Description	Year Built	Out Building Type	Size	Quantity	Units	Grade
Agriculture	1989	Agriculture (AB)	28 x 10	1	280 SF	
Barn	1989	Barn (BN)	28 x 60	1	1680 SF	

### Sales

Sale Date	Sale Price	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
7/24/2015	\$1	<a href="#">DEE-2017-59300</a>	118B	911	Unqualified - LIMITED LIFE ESTATES, TRUSTS, OTHER	Improved	FROHNAUER ROBERT A	
4/1/2000	\$458,000	<a href="#">DEE-2000-5394</a>	71X	793	Unqualified - DOES NOT MATCH APPR RECORD	Improved	WALPOLE H E & BETTY	
7/1/1979	\$0				Unqualified - NEEDS VALIDATION CODE	Improved	SEAY CONNIE L JR	

### Sketches



**KEEP THIS SIDE FOR YOUR RECORD**

REMIT PROPERTY TAX NOTICE TO:  
 OREN L BRADY III, SPARTANBURG COUNTY TREASURER  
 PO BOX 5807  
 SPARTANBURG SC 29304

SPARTANBURG COUNTY, SC  
 PROPERTY TAX NOTICE  
 TAX YEAR 2020

RECEIPT NUMBER		058746-20-3		REAL ASSESSMENT	TAX LEVY	PROPERTY TAX
SPARTANBURG COUNTY		13,830		361.20	4995.4	
CITY/TOWN						
DISTRICT	NO. ACRES	NO. LOTS	ACRES/LOTS APPRAISAL	NO. BLDGS	BLDG APPRAISAL	BLDG ASSESSMENT
2LWCSF	27.26	0		2		13360
REAL ESTATE ASSESSMENT						
APPRAISED VALUE	x	ASSES %	x	ASSESSED VALUE		
345,634				13,830		

REAL ESTATE ASSESSMENT	
DESCRIPTION	NET TAX AMT
EDUCATION SCHOOL	3575.06
GEN COUNTY OPERATING BUDGET	720.54
COUNTY BOND DEBT SERVICE	65.00
LIBRARY	143.83
COUNTY WIDE FIRE	6.92
FIRE DISTRICT	300.11
FIRE DISTRICT BONDS	0.00
WATER DISTRICT	0.00
SEWER	0.00
CHARLES LEA CENTER	17.98
SPARTANBURG COMM. COLLEGE	85.75
PARK FUND	66.38
FEDERAL STORMWATER MANDATE	13.83
TWIN LAKES	0.00

NET TAX DUE IF PAID BY Jan 15 2021	
<b>TAXES</b>	4995.4
<b>HOMESTEAD EX</b>	0
<b>SALES TAX CR</b>	0
<b>SCHOOL CR</b>	2651.61
<b>PENALTY</b>	0
<b>INTEREST</b>	0.00
<b>FEES</b>	57.00
<b>NET DUE</b>	2,400.79

DESCRIPTION OF REAL OR PERSONAL PROPERTY
7045 PARRIS BRIDGE RD 2-17-00-096.00
NAME AND ADDRESS OF PROPERTY OWNER
FROHNAUER JERRI & FROHNAUER ROBERT 7045 PARRIS BRIDGE RD CHESNEE SC 29323

**RETURN THIS SIDE WITH PAYMENT**

058746-20-3  
 FROHNAUER JERRI &

Pay online at  
 www.spartanburgcountytax.com

Tax Year	2020	Tax Map Number	2-17-00-096.00
PROPERTY DESCRIPTION	7045 PARRIS BRIDGE RD 2-17-00-096.00		
APPRAISED VALUE (TAXABLE)	345,634		
PROPERTY TAX AMOUNT (COUNTY)	4995.4		
PROPERTY TAX AMOUNT (CITY)	0		
LESS STATE HOMESTEAD	-0		
EXEMPTION (COUNTY)	-0		
SCHOOL CREDIT	-2651.61		
PENALTY	0		
INTEREST	0.00		
FEES	57.00		
COSTS	0.00		
AMOUNT PAID ----->	\$2,400.79		
CHANGE MY ADDRESS TO:			
PENALTY AMOUNTS DUE AFTER 01/15/2021			
AFTER 01/15/2021 THRU 02/01/2021			0.00
AFTER 02/01/2021 THRU 03/16/2021			0.00
AFTER 03/16/2021, TAXES MUST BE PAID IN DELINQUENT TAX OFFICE			

...PERSONAL PROPERTY LICENSED OR REGISTERED WITH A STATE AGENCY MUST BE APPEALED TO THE COUNTY AUDITOR BY TAX DUE DATE. OTHER PERSONAL PROPERTY UNDER THE JURISDICTION OF THE COUNTY AUDITOR AND CONTROLLED BY REGULATIONS OF THE SOUTH CAROLINA DEPARTMENT OF REVENUE MY BE APPEALED TO THE DEPARTMENT OF REVENUE IN WRITING ON OR BEFORE THE DUE DATE OF THE TAX NOTICE

**Contract to Purchase  
Holiday Auction & Realty, LLC**

This Contract to Purchase is offered this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by

(hereafter collectively referred to as the "Buyer") to **Jerri Frohnauer & Estate of Robert A. Frohnauer, Tracy N. Adair (Personal Representative)** (referred to as the "Seller"). Holiday Auction & Realty, LLC ("Broker") is serving as agent for the Seller. Buyer agrees to buy and Seller agrees to sell all that lot or parcel of land with buildings and improvements thereon, if any, described as: **7045 Parris Bridge Road, Chesnee, SC 29323. (Tax Parcel ID#: 2-17-00-096.00)** hereinafter referred to as the "Property".

Subject to the following conditions:

Initials

**The Auction Bid Price (\$ \_\_\_\_\_) + 10% Buyer's Premium (\$ \_\_\_\_\_) equals an agreed TOTAL PURCHASE PRICE of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).**

\_\_\_\_\_  
\_\_\_\_\_

Upon execution of this Contract to Purchase by both parties, the Buyer agrees to deposit with a closing attorney, by the close of the next business day, an earnest money escrow deposit ("Earnest Money") of Ten Thousand Dollars (**\$10,000**) to be held in escrow and applied towards the total purchase price. The balance of the sales price must be paid by Buyer within forty-five (45) days at closing. Time is of the essence. In the event that Buyer fails to comply with this Contract to Purchase, the Earnest Money will be forfeited, but such forfeiture shall not affect other legal remedies available to Seller.

As procuring cause of this Contract, Broker has rendered a valuable service for which reason Broker is made a party to this Contract to enable Broker to enforce his commission rights hereunder against the parties hereto. If Buyer defaults on this Contract, Buyer agrees that: (i) such Earnest Money shall be non-refundable and shall be delivered to Seller; and (ii) Buyer shall pay the full commission equal to the buyer's premium to Broker.

This contract is inclusive of the Terms of Sale contained in Exhibit B attached hereto and made a part of this Contract by reference. If the Terms of Sale are in conflict with this Contract, then the Contract shall govern.

Buyer agrees to pay ALL closing costs, including but not limited to, attorney's fees, deed stamps and preparation, documentary stamps, survey, and termite inspection. Taxes, utilities, rents and other assessments, shall be prorated between the Buyer and Seller to the date of closing. Possession will be at closing.

Seller and Buyer agree that the described property is being sold "AS IS -WHERE IS" with all faults and without warranty of any kind, either expressed or implied, by the Seller or Broker. The parties agree that the Property is being sold to subject to any conditions, restrictions, right of ways, and easements and that the sale is not contingent upon financing or any other contingency. Buyer hereby represents that he has inspected the above-described Property and acknowledges and agrees that it was his sole responsibility to determine condition, genuineness, function, suitability for use, and value of the Property and that neither Seller nor Broker is responsible for any errors or omissions made in the description of the Property prior to or at auction.

It is agreed that a special warranty deed is to be furnished by Seller at closing. The deed shall be prepared in the name of Buyer and delivered at the place of closing. Seller and Buyer agree that the transaction must be closed within 45 days from the date of this Contract. Seller reserves the right at his/her sole discretion to extend the closing date an additional 30 days if needed.

The parties agree that this written Contract expresses the entire agreement between the parties and that there is no other agreement, oral or otherwise, modifying the terms hereunder and that the Contract shall be binding on both parties, their principles, heirs, personal representatives, successors and assigns forever. **Time is of the essence with respect to all provisions of this Contract that specify a time for performance.**

Should any party breach this Agreement the other party may request and receive from the breaching party its cooperation to undertake mediation of the dispute. If the parties are unable to reach mutual agreement in mediation, the parties may file legal action under the following conditions: (i) parties waive their right to a trial by jury, and (ii) the prevailing party shall be entitled to collect reasonable court costs including any reasonable attorney fees. Any dispute associated with this Agreement shall be adjudicated according to the laws of the State of South Carolina.

By signing below, Buyer acknowledges receiving a copy of an "Acknowledgement of Receipt of the Disclosure of Brokerage Relationships" form from the Broker. Buyer(s) further acknowledge that they received customer service in this real estate transaction from Broker as defined in South Carolina law. Signatures below signify acceptance of all terms and conditions stated herein.

**BUYER(S):**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**SELLER:**

\_\_\_\_\_

\_\_\_\_\_  
DATE

Auctioneer:  
Matthew Holiday, SCAL #3589

1. This Property is being offered at auction with a reserve and a 10% buyer's premium.
2. Holiday Auction & Realty, LLC is agent for the seller only.
3. This Property sells "AS IS - WHERE IS" with all faults and without warranty of any kind, either expressed or implied, by seller or Broker. It is understood that a general warranty deed is to be furnished by seller at closing.
4. Immediately following bidding, the high bidder must execute a Contract to Purchase with no contingencies of any kind. If the bid is below the reserve amount, the Seller has up to twenty-four (24) hours to accept or reject the high bid. Upon execution of the Contract to Purchase by both parties, the Buyer must deposit with the closing attorney, by the close of the next business day, an earnest money escrow deposit ("earnest money") of \$10,000 to be held in escrow and applied towards the purchase price. The balance of the sales price must be paid within forty-five days (45) days at closing. Time is of the essence. Seller reserves the right in his sole discretion to extend the closing date an additional 30 days if needed. In the event that Buyer fails to comply with the Contract to Purchase, the earnest money will be forfeited, but such forfeiture shall not affect other legal remedies available to seller.
5. Buyer agrees to pay ALL closing costs, including but not limited to, attorneys fees, deed stamps and preparation, documentary stamps, survey, and termite inspection. Taxes, utilities, rents and other assessments, shall be prorated between the Buyer and Seller to the date of closing. Possession will be at closing.
6. All information announced, published or contained herein or in any brochure or advertisement was derived from public records and sources believed to be correct: however, it is not guaranteed by the Seller or Broker and is subject to inspection and verification by all parties before bidding. All square footage, dimensions, taxes, zoning, acreage, permitted uses, property lines, assessments and other information about the Property being sold are approximate and not guaranteed. Personal on-site inspection is strongly recommended. It is bidder's responsibility to determine the condition, genuineness, function, suitability for use, and value of the Property before bidding. The failure of any bidder to inspect, or to be fully informed about the Property, will not constitute any grounds for any claim or demand for adjustment or withdrawal of bid, offer or deposit money. Announcements made from the auction block take precedence over all other verbal, printed, announced and/or distributed information. Neither seller nor Broker is responsible for any errors or omissions made in the description of the Property prior to or at auction. This auction sale may be modified, withdrawn or cancelled without notice by Seller at any time and for any reason.
7. INTERNET, MOBILE APP, AND TELEPHONE BIDDERS ("OFFSITE BIDDERS"): Offsite Bidders are subject to all published and announced terms of sale. Offsite Bidders may not be able to inspect the Property as well as if they examined it in person and are strongly encouraged to do their own due diligence regarding the Property before bidding. Broker will not be responsible for any errors or omissions in the description of the Property. Broker is providing Internet, mobile app, and/or telephone bidding as a service to bidder. This service may or may not function correctly the day of the auction. Under no circumstances shall bidder have any kind of claim against Broker or seller for any missed bids or if the Internet, mobile bidding application or phone service fails to work correctly during the auction for any reason. Prior to placing bids online or through a mobile application, a person must complete and be approved through the online registration process. If the high bidder is an Offsite Bidder, the Contract to Purchase (the "Contract") will be emailed and the high bidder must within 24 hours of receipt execute and email, fax, or overnight delivery to Broker the signed Contract.
8. On properties built before 1978, potential purchasers, at their option, may have the Property inspected for lead based paint within 10 days prior to auction date.
9. Seller and Broker reserve the right to refuse admittance to or expel anyone from the auction for creating a disturbance, bidder intimidation or bid collusion. Broker, Seller, and Auctioneer shall not be liable to any person for damages to their person or property while in, on or about the Property, nor shall they be liable for hidden defects. All persons are on the Property at their own risk and shall defend, indemnify, and save harmless Broker, Seller, and Auctioneer from any and all liability whatsoever.
10. Licensed South Carolina auctioneer(s) will conduct the auction. Conduct of the auction and increments of bidding are at the discretion and direction of the auctioneer. The auctioneer, seller and Broker reserve the right to offer this Property for sale in any manner they see fit. All decisions of the auctioneer shall be final concerning matters such as increments and manner of bidding, disputes among bidders, groupings of tracts, priorities of bidders, the validity of any bid, the high bidder, and any other matters that may arise during the sale. Auctioneer, Seller and Broker reserve the right to cancel the auction up until the time that the first bids on the Property are taken and the auction begins. Seller, Broker and auctioneer (and their employees) reserve the right to bid at the auction.
11. Bidding is open to the public to all registered bidders. The identity of all bidders must be verified before the auction, bidding rights are provisional, and if complete verification is not possible, the registration will be rejected and bidding activity will be terminated. Bidders must use their assigned bid numbers. No transfer will be recognized from one bidder to another. Bidding in the auction is a binding contract. The high bidder whose bid is accepted by Seller must sign a Contract to Purchase and deposit the required earnest money deposit within the time periods required above or he will be in default of said contract and will be responsible for all resulting damages to Seller and Broker.

If you have read and agree to the above terms, please complete the following in order to register to bid:

Name: _____	
Address: _____	
City, State, Zip: _____	Phone: _____
Driver's License#: _____	E-Mail: _____
Opening Bid (Optional): \$ _____	
Signature _____	Date _____

# 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  Date \_\_\_\_\_

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.