

FLOOD DISCLOSURE
(This supplements the NC Residential Property Disclosure)

"Seller": _____

"Buyer": _____

"Property": _____

The Seller of the Property represents to the Buyer as follows:

(initial appropriate paragraph):

_____ The Property has sustained flood damage.

The Seller has no knowledge of past flooding for the Property.

_____ The Seller makes no representation as to whether the Property has flooded.

 _____ Date: _____

Seller

 _____ Date: _____

Seller

_____ Date: _____

Buyer

_____ Date: _____

Buyer

AGENT'S NOTICE TO PROSPECTIVE BUYER

The Prospective Buyer of Property hereby acknowledges receipt of this Notice:

1. The Property may have sustained flood damage as a result of past hurricanes.
2. An owner of a property that is deemed to be "substantially damaged" under National Flood Insurance Program standards may be required to bring structures on the Property into compliance with current local floodplain management regulations. These regulations may require the owner to do one of the following:
 - a. Elevate their structures (including the home, residence, garage, etc.), or change them in some other way to comply with those local floodplain regulations and avoid future losses;
 - b. Relocate or demolish the structure; or,
 - c. Flood-proof a non-residential structure.
3. Buyer is advised to check with local building officials during Buyer's Due Diligence Period to determine whether the property has been "substantially damaged" and to determine which permits for repairs will be required before beginning repair work. Buyer should also seek estimates for the costs of repairs and costs to comply with the regulations prior to the expiration of the Due Diligence Period.
4. A property that has been damaged by a hurricane may have sustained damage which may not be apparent. Buyer should have the property inspected by a licensed inspector for a determination as to whether or not any hazardous conditions are present during the Due Diligence Period and before closing on the Property.
5. Any septic systems or wells should be inspected and analyzed during the Due Diligence Period and prior to being used.
6. The standard form 2-T Offer to Purchase and Contract states that: "THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION" unless the Buyer and Seller agree in writing for repairs or improvements to be made to the Property.
7. This Notice is not exhaustive of all financial and/or health risks associated with purchasing a property damaged by a flood, and Buyer accepts responsibility for any and all loss or damages associated with the purchase of the Property.

_____ Date: _____ Date: _____
Buyer Buyer