

# CONDUCT OF TRANSACTION/DELIVERY & RECEIPT OF FUNDS: CONSUMER VERSION

## CONDUCT OF TRANSACTION BY ELECTRONIC MEANS

**Can the buyer and seller enter into a contract on Form 2-T using electronic means?**

**Yes.** The **NC Uniform Electronic Transactions Act** (“UETA”) is the law permitting **transactions to be conducted by electronic means**. In accordance with UETA, paragraph 20 of Form 2-T specifically provides that any action may be conducted electronically, including signing of the contract and any notice or communication given in connection with the contract.

**When is notice given electronically considered to be complete?**

Paragraph 20 provides that delivery of notice via electronic means is deemed complete when the person sending the notice performs the final act to send the notice in a form capable of being processed by the recipient’s system, and the notice is sent to any electronic address for the party listed in the Notice Information section.

**EXAMPLE:** *A buyer agent emails a copy of a signed Form 350-T to the listing agent at 5:00 PM according to the buyer agent’s email program. According to the listing agent’s email program, the buyer agent’s email is received by the listing agent at 5:01 PM. The notice of termination would be deemed delivered at 5:00 PM.*

## DELIVERY/ACKNOWLEDGEMENT OF RECEIPT OF FUNDS

**Does delivery of the Due Diligence Fee to the listing agent constitute delivery to the seller?**

**Yes.** Paragraph 20 of Form 2-T specifically states that **any fee, deposit or other payment** to be delivered to a party may be given to the party or the party’s agent.



**When is delivery of the Due Diligence Fee or Earnest Money Deposit considered to be complete?**

Delivery of the Due Diligence Fee to the seller or Earnest Money Deposit to the Escrow Agent is considered to be **complete when the DDF or EMD has been placed into the actual possession or control of the seller or listing agent** in case of the DDF, or the Escrow Agent in the case of the EMD.

Putting a DDF check in the US Mail or other courier service **would not constitute delivery**. The “mail-box rule” operates only as a method of communicating acceptance of an offer.

## SIGNATURES

### Who must sign the contract?

All persons listed as a "Seller" or a "Buyer" in paragraph 1 of Form 2-T must sign the contract. See article on Identification of Parties/Property for more information on who must be identified in a contract as a seller or buyer and the proper form of signature for persons acting in a representative capacity.