

**NOTICE TO SELLER THAT BUYER IS EXERCISING THEIR UNILATERAL RIGHT TO TERMINATE THE OFFER TO PURCHASE AND CONTRACT (FORM 2-T)**

Draft 3-1-21

**TERMINATION OF CONTRACT (FORM 2-T) BY NOTICE TO SELLER FROM BUYER**

**NOTE: This form is for use by Buyer to notify Seller that they are exercising a unilateral right to terminate an Offer to Purchase and Contract (Form 2-T). Use Form 351-T to unilaterally terminate an Offer to Purchase and Contract—Vacant Lot/Land (Form 12-T).**

Buyer: \_\_\_\_\_ (“Buyer”)

Seller: \_\_\_\_\_ (“Seller”)

Property Address: \_\_\_\_\_ (“Property”)

1. **Contract.** Buyer and Seller entered into a contract for the purchase and sale of the Property on the Offer to Purchase and Contract (form 2-T) (“Contract”). The Effective Date of the Contract is \_\_\_\_\_.

2. **Termination by Buyer.** Buyer hereby terminates the Contract for the following reason(s) (check all applicable boxes):

- Non-receipt of a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of the Contract (see Paragraph 5(d) of Contract)
- Exercise by Buyer of right to terminate during the Due Diligence Period (see paragraph 4(g) of the Contract)
- The Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted. (See Paragraph 11 of the Contract)
- Seller’s delay in Settlement and Closing beyond the time permitted under the terms of the Contract (see Paragraph 12) and any amendment thereof (see Agreement to Amend Contract, form 4-T).
- Exercise by Buyer of right to terminate under Paragraph 4.9 of Back-Up Contract Addendum (form 2A1-T) prior to receipt by Buyer of written notice from Seller that Back-Up Contract has become primary
- Exercise by Buyer of right to terminate under Paragraph 4 of Short Sale Addendum (form 2A14-T) at any time prior to receipt of Notice of Approval of Short Sale
- Exercise by Buyer of right to terminate as provided in the FHA/VA Financing Addendum (Form 2A4-T)

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

\_\_\_\_\_  
Buyer Date Time

\_\_\_\_\_  
Buyer Date Time

Mailing Address: \_\_\_\_\_

Entity Buyer: \_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_



**RELEASE OF EARNEST MONEY DEPOSIT BY SELLER\***

Property Address: \_\_\_\_\_

Seller acknowledges that Buyer is entitled to a refund of the Earnest Money Deposit received in connection with the Contract as a result of Buyer's termination of the Contract for the reason(s) set forth above, and hereby agrees that Escrow Agent may disburse the Earnest Money Deposit to Buyer.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

Mailing Address: \_\_\_\_\_

\*As set forth in Paragraph 1(f) of the Contract, in the event of a dispute between Seller and Buyer over the return or forfeiture of the Earnest Money Deposit held in escrow by a broker, the broker is required by state law (and Escrow Agent, if not a broker, has agreed) to retain said Earnest Money Deposit in the Escrow Agent's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if the broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

**NOTE: SELLER'S FAILURE TO SIGN THIS RELEASE DOES NOT AFFECT THE VALIDITY OF BUYER'S UNILATERAL TERMINATION OF THE CONTRACT.**