



CONSUMER NOTICE THIS IS NOT A CONTRACT

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In an effort to enable consumers of real estate services to make informed decisions about the business relationships they may have with real estate brokers and salespersons (licensees), the Real Estate Licensing and Registration Act (RELRA) requires that consumers be provided with this Notice at the initial interview.

- Licensees may enter into the following agency relationships with consumers:

Seller Agent

As a seller agent the licensee and the licensee's company works exclusively for the seller/landlord and must act in the seller's/landlord's best interest, including making a continuous and good faith effort to find a buyer/tenant except while the property is subject to an existing agreement. All confidential information relayed by the seller/landlord must be kept confidential except that a licensee must reveal known material defects about the property. A subagent has the same duties and obligations as the seller agent.

Buyer Agent

As a buyer agent, the licensee and the licensee's company work exclusively for the buyer/tenant even if paid by the seller/landlord. The buyer agent must act in the buyer/tenant's best interest, including making a continuous and good faith effort to find a property for the buyer/tenant, except while the buyer is subject to an existing contract, and must keep all confidential information, other than known material defects about the property, confidential.

Dual Agent

As a dual agent, the licensee works for *both* the seller/landlord and the buyer/tenant. A dual agent may not take any action that is adverse or detrimental to either party but must disclose known material defects about the property. A licensee must have the written consent of both parties before acting as a dual agent.

Designated Agent

As a designated agent, the broker of the selected real estate company designates certain licensees within the company to act exclusively as the seller/landlord agent and other licensees within the company to act exclusively as the buyer/tenant agent in the transaction. Because the broker supervises all of the licensees, the broker automatically serves as a dual agent. Each of the designated licensees are required to act in the applicable capacity explained previously. Additionally, the broker has the duty to take reasonable steps to assure that confidential information is not disclosed within the company.

- In addition, a licensee may serve as a Transaction Licensee.

A transaction licensee provides real estate services without having any agency relationship with a consumer. Although a transaction licensee has no duty of loyalty or confidentiality, a transaction licensee is prohibited from disclosing that:

- The seller will accept a price less than the asking/listing price,
- The buyer will pay a price greater than the price submitted in the written offer, and
- The seller or buyer will agree to financing terms other than those offered.

Like licensees in agency relationships, transaction licensees must disclose known material defects about the property.

• Regardless of the business relationship selected, all licensees owe consumers the duty to:

- Exercise reasonable professional skill and care which meets the practice standards required by the RELRA.
- Deal honestly and in good faith.
- Present, as soon as practicable, all written offers, counteroffers, notices and communications to and from the parties. This duty may be waived by the seller where the seller's property is under contract and the waiver is in writing.
- Comply with the Real Estate Seller Disclosure Law.
- Account for escrow and deposit funds.
- Disclose, as soon as practicable, all conflicts of interest and financial interests.
- Provide assistance with document preparation and advise the consumer regarding compliance with laws pertaining to real estate transactions.
- Advise the consumer to seek expert advice on matters about the transaction that are beyond the licensee's expertise.
- Keep the consumer informed about the transaction and the tasks to be completed.
- Disclose financial interest in a service, such as financial, title transfer and preparation services, insurance, construction, repair or inspection, at the time service is recommended or the first time the licensee learns that the service will be used.

• The following contractual terms are negotiable between the licensee and the consumer and must be addressed in an agreement/disclosure statement:

- The duration of the licensee's employment, listing agreement or contract.
- The licensee's fees or commission.
- The scope of the licensee's activities or practices.
- The broker's cooperation with and sharing of fees with other brokers.

• All sales agreements must contain the property's zoning classification except where the property is zoned solely or primarily to permit single family dwellings.

• The Real Estate Recovery Fund exists to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

Before you disclose any financial information to a licensee, be advised that unless you select a business relationship by signing a written agreement, the licensee is NOT representing you. A business relationship is NOT presumed.

ACKNOWLEDGMENT

I acknowledge that I have received this disclosure.

Date: _____ (Consumer's Printed Name) _____ (Consumer's Signature)

Date: _____ (Consumer's Printed Name) _____ (Consumer's Signature)

I certify that I have provided this document to the above consumer during the initial interview.

Date: _____

(Licensee's Printed Name)

(Licensee's Signature)

(License #)

**CONSUMER NOTICE
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(Licensee) _____ hereby states that with respect to this property (describe property)
_____, I am acting in the following capacity: (check one)

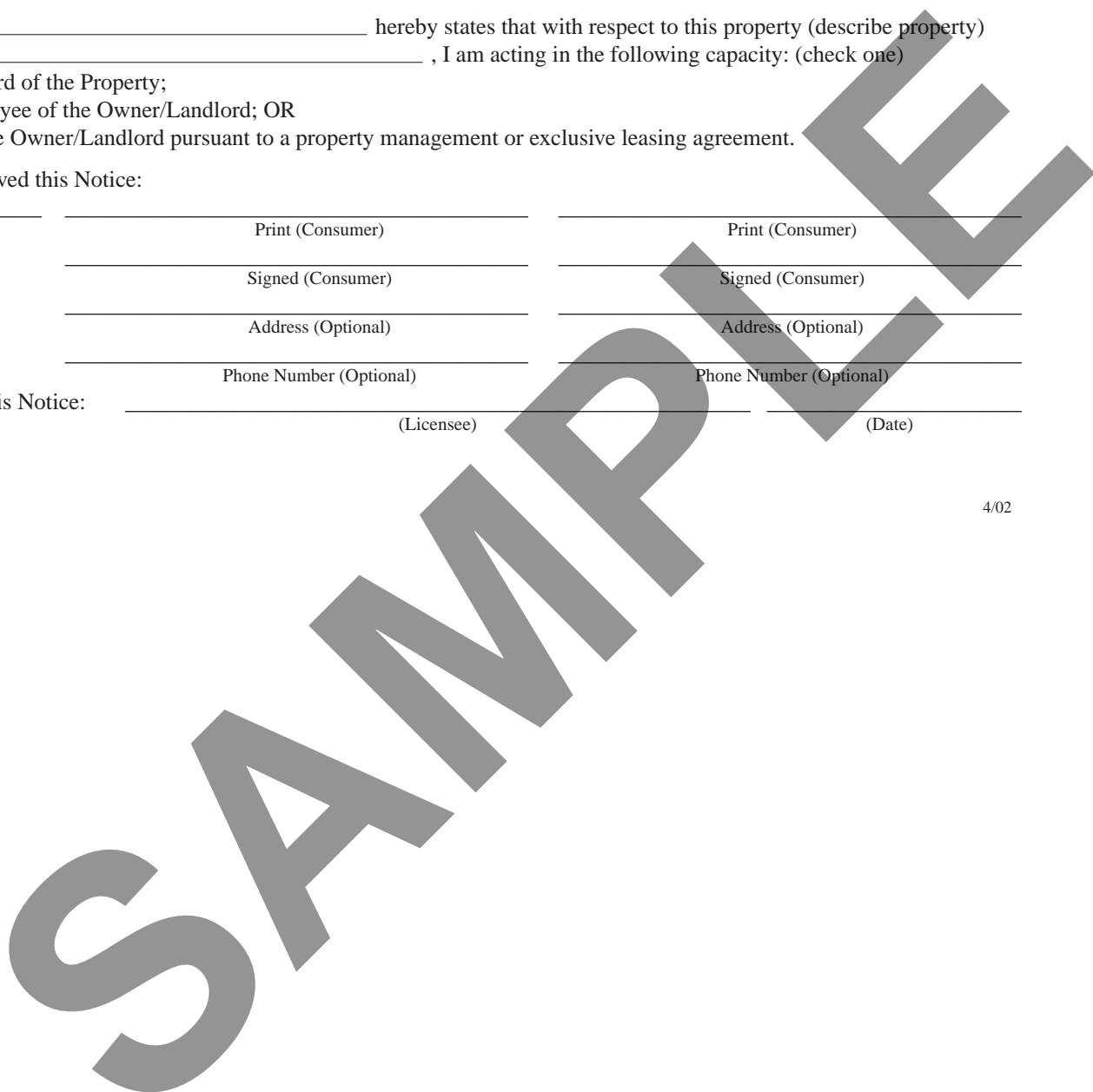
- (i) Owner/Landlord of the Property;
- (ii) A direct employee of the Owner/Landlord; OR
- (iii) An agent of the Owner/Landlord pursuant to a property management or exclusive leasing agreement.

I acknowledge that I have received this Notice:

Date: _____

_____	_____
Print (Consumer)	Print (Consumer)
_____	_____
Signed (Consumer)	Signed (Consumer)
_____	_____
Address (Optional)	Address (Optional)
_____	_____
Phone Number (Optional)	Phone Number (Optional)

I certify that I have provided this Notice: _____
(Licensee) (Date)



Seller's Property Disclosure Statement

Property address:.....

Seller:.....

A seller must disclose to a buyer all known material defects about property being sold that are not readily observable. This disclosure statement is designed to assist the seller in complying with disclosure requirements and to assist the buyer in evaluating the property being considered.

This statement discloses the seller's knowledge of the condition of the property as of the date signed by the seller and is not a substitute for any inspections or warranties that the buyer may wish to obtain. This statement is not a warranty of any kind by the seller or a warranty or representation by any listing real estate broker, any selling real estate broker or their agents. The buyer is encouraged to address concerns about the conditions of the property that may not be included in this statement. This statement does not relieve the seller of the obligation to disclose a material defect that may not be addressed on this form.

A material defect is a problem with the property or any portion of it that would have a significant adverse impact on the value of the residential real property or that involves an unreasonable risk to people on the land.

(1) **Seller's expertise.** The seller does not possess expertise in contracting, engineering, architecture or other areas related to the construction and conditions of the property and its improvements, except as follows:.....

(2) **Occupancy.** Do you, the seller, currently occupy this property?.....yesno
If "no," when did you last occupy the property?.....

(3) **Roof.**

(i) Date roof was installed:..... Documented?.....yesnounknown

(ii) Has the roof been replaced or repaired during your ownership?yesno.....

If "yes," were the existing shingles removed?yesno.....unknown

(iii) Has the roof ever leaked during your ownership?yesno

(iv) Do you know of any problems with the roof, gutters or downspouts?yesno

Explain any "yes" answers that you give in this section:.....
.....
.....

(4) **Basements and crawl spaces (Complete only if applicable).**

(i) Does the property have a sump pump?yesnounknown

(ii) Are you aware of any water leakage, accumulation or dampness within the basement or crawl space?yesno

If "yes," describe in detail:.....
.....

(iii) Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?yesno

If "yes," describe the location, extent, date and name of the person who did the repair or control effort:.....

(5) **Termites/wood destroying insects, dry rot, pests.**

(i) Are you aware of any termites/wood destroying insects, dry rot or pests affecting the property?yesno

(ii) Are you aware of any damage to the property caused by termites/wood destroying insects, dry rot or pests?yesno

(iii) Is your property currently under contract by a licensed pest control company?yesno

(iv) Are you aware of any termite/pest control reports or treatments for the property in the last five years?yesno

Explain any "yes" answers that you give in this section:.....

(6) **Structural items.**

(i) Are you aware of any past or present water leakage in the house or other structures?yesno

(ii) Are you aware of any past or present movement, shifting, deterioration or other problems with walls, foundations or other structural components?yesno

(iii) Are you aware of any past or present problems with driveways, walkways, patios or retaining walls on the property?yesno

Explain any "yes" answers that you give in this section.

When explaining efforts to control or repair, please describe the location and extent of the problem and the date and person by whom the work was done, if known:.....

(7) **Additions/remodeling.** Have you made any additions, structural changes or other alterations to the property?yesno

If "yes," please describe:.....

(8) **Water and sewage.**

(i) What is the source of your drinking water?

.....publiccommunity system

.....well on property other

If "other," please explain:.....

(ii) If your drinking water source is not public:

when was your water last tested?.....

what was the result of the test?.....

Is the pumping system in working order?yesno

If "no," please explain:.....

(iii) Do you have a softener, filter or other purification system?

.....yesno

If "yes," is the system:leasedowned

- (iv) What is the type of sewage system?
public sewerprivate sewer
septic tankcesspoolother

If "other," please explain:.....

- (v) Is there a sewage pump?.....yesno

If "yes," is it in working order?

.....yesno

- (vi) When was the septic system or cesspool last serviced?.....

- (vii) Is either the water or sewage system shared?

.....yes no

If "yes," please explain:.....

- (viii) Are you aware of any leaks, backups or other problems relating to any of the plumbing, water and sewage-related items?

yesno

If "yes," please explain:.....

(9) **Plumbing system.**

- (i) Type of plumbing:coppergalvanizedleadPVCunknownother

If "other," please explain:.....

- (ii) Are you aware of any problems with any of your plumbing fixtures (including, but not limited to: kitchen, laundry or bathroom fixtures, wet bars, hot water heater, etc.)?yesno

If "yes," please explain:.....

(10) **Heating and air conditioning.**

- (i) Type of air conditioning: central electric central gas wall none

Number of window units included in sale:.....

Location:.....

- (ii) List any areas of the house that are not air

- (iii) Type of heating: electric
 fuel oil natural gas other

If "other," please explain:.....

- (iv) List any areas of the house that are not heated:

- (v) Type of water heating:.....electric gas solar other

If "other," please explain:.....

- (vi) Are you aware of any underground fuel tanks on the property?

.....yesno

If "yes," please describe:.....

Are you aware of any problems with any item in this section? yes no

If "yes," please explain:.....

- (11) **Electrical system.** Are you aware of any problems or repairs needed in the electrical system?yesno

If "yes," please explain:.....
.....

(12) **Other equipment and appliances included in sale (complete only if applicable).**

- (i)Electric garage door opener
Number of transmitters
- (ii)Smoke detectors How many?
- Location:.....
- (iii)Security alarm system
.....ownedleased
Lease information:.....
.....
- (iv)Lawn sprinkler
Number Automatic time
- (v)Swimming poolPool heaterSpa/hot tub
List all pool/spa equipment:.....
.....
- (vi)Refrigerator Range Microwave ovenDishwasher
.....Trash compactorGarbage disposal
- (vii) Washer Dryer
- (viii) Intercom
- (ix) Ceiling fans Number
Location:.....
- (x) Other:.....

Are any items in this section in need of repair or replacement?

.....yesnounknown

If "yes," please explain:.....
.....

(13) **Land (soils, drainage boundaries).**

- (i) Are you aware of any fill or expansive soil on the property?
.....yesno
- (ii) Are you aware of any sliding, settling, earth movement, upheaval, subsidence or earth stability problems that have occurred on or that affect the property?yesno

NOTE TO BUYER: Your property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence damage may occur and mine subsidence insurance are available through:

Department of Environmental Protection
Mine Subsidence Insurance Fund
3913 Washington Road
McMurray, PA 15317
412-941-7100

(iii) Are you aware of any existing or proposed mining, strip mining or any other excavations that might affect this property?yesno

(iv) To your knowledge, is this property or part of it located in a flood zone or wetlands area?yesno

(v) Do you know of any past or present drainage or flooding problems affecting the property?yesno

(vi) Do you know of any encroachments, boundary line disputes or easements?yesno

NOTE TO BUYER: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and the seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the property and ordering an abstract of title or searching the records in the Office of the Recorder of Deeds for the county before entering into an agreement of sale.

(vii) Are you aware of any shared or common areas (for example, driveways, bridges, docks, walls, etc.) or maintenance agreements?yesno

Explain any "yes" answers that you give in this section:.....
.....
.....

(14) **Hazardous substances.**

(i) Are you aware of any underground tanks or hazardous substances present on the property (structure or soil), including, but not limited to, asbestos, polychlorinated byphenyls (PCBs), radon, lead paint, urea-formaldehyde foam insulation (UFFI), etc?yesno

(ii) To your knowledge, has the property been tested for any hazardous substances?yesno

(iii) Do you know of any other environmental concerns that might impact upon the property?yesno

Explain any "yes" answers that you give in this section:

(15) **Condominiums and other homeowners associations (complete only if applicable).**

Type:condominium*cooperativehomeowners associationother

If "other," please explain:.....
.....

NOTICE REGARDING CONDOMINIUMS AND COOPERATIVES:

According to section 3407 of the Uniform Condominium Act (68 Pa. C.S. § 3407 (relating to resales of units) and 68 Pa. C.S. § 4409 (relating to resales of cooperative interests), a buyer of a resale unit in a condominium or cooperative must receive a certificate of resale issued by the association in the condominium or cooperative. The buyer will have the option of canceling the agreement with return of all deposit moneys until the certificate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.

(16) **Miscellaneous.**

(i) Are you aware of any existing or threatened legal action affecting the property?yesno

(ii) Do you know of any violations of Federal, State or local laws or regulations relating to this property?yesno

(iii) Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or of any violations of zoning, housing, building safety or fire ordinances that remain uncorrected?yesno

(iv) Are you aware of any judgment, encumbrance, lien (for example, comaker or equity loan) or other debt against this property that cannot be satisfied by the proceeds of this sale?yesno

(v) Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the property?yesno

(vi) Are you aware of any material defects to the property, dwelling or fixtures which are not disclosed elsewhere on this form?yesno

A material defect is a problem with the property or any portion of it that would have a significant adverse impact on the value of the residential real property or that involves an unreasonable risk to people on the land.

Explain any "yes" answers that you give in this section:.....

The undersigned seller represents that the information set forth in this disclosure statement is accurate and complete to the best of the seller's knowledge. The seller hereby authorizes any agent for the seller to provide this information to prospective buyers of the property and to other real estate agents. The seller alone is responsible for the accuracy of the information contained in this statement. The seller shall cause the buyer to be notified in writing of any information supplied on this form which is rendered inaccurate by a change in the condition of the property following the completion of this form.

SELLER.....DATE.....

SELLER.....DATE.....

SELLER.....DATE.....

.....

EXECUTOR, ADMINISTRATOR, TRUSTEE

The undersigned has never occupied the property and lacks the personal knowledge necessary to complete this disclosure statement.

.....

.....DATE.....

.....

.....

RECEIPT AND ACKNOWLEDGMENT BY BUYER

The undersigned buyer acknowledges receipt of this disclosure statement. The buyer acknowledges that this statement is not a warranty and that, unless stated otherwise in the sales contract, the buyer is purchasing this property in its present condition. It is the buyer's responsibility to satisfy himself or herself as to the condition of the property. The buyer may request that the property be inspected, at the buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

BUYER.....DATE.....

BUYER.....DATE.....

BUYER.....DATE.....

SELLER'S PROPERTY DISCLOSURE STATEMENT

SPD

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 PROPERTY _____

2 SELLER _____

3 INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

4 Generally speaking, the Real Estate Seller Disclosure Law (68 P.S. §7301 et seq.) requires that before an agreement of sale is signed, the
5 seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the
6 law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other
7 transfer of an interest in real property where NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING
8 UNITS are involved. The Law defines a number of exceptions where the disclosures do not have to be made:

- 9 1. Transfers that are the result of a court order.
10 2. Transfers to a mortgage lender that result from a buyer's default and subsequent foreclosure sales that result from default.
11 3. Transfers from a co-owner to one or more other co-owners.
12 4. Transfers made to a spouse or direct descendant.
13 5. Transfers between spouses that result from divorce, legal separation, or property settlement.
14 6. Transfers by a corporation, partnership or other association to its shareholders, partners or other equity owners as part of a plan of
15 liquidation.
16 7. Transfer of a property to be demolished or converted to non-residential use.
17 8. Transfer of unimproved real property.
18 9. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.
19 10. Transfers of new construction that has never been occupied when:
20 a. The buyer has received a one-year warranty covering the construction;
21 b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model
22 building code; and
23 c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

24 In addition to these exceptions, disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures
25 regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condo-
26 minium and cooperative interests.

27 While the Law requires certain disclosures, this statement includes disclosures beyond the basic requirements of the Law in an effort to
28 assist sellers in complying with seller disclosure requirements and to assist buyers in evaluating the property being considered. Sellers who
29 wish to see or use the basic disclosure form can find the form on the Web site of the Pennsylvania State Real Estate Commission.

30 This Statement discloses Seller's knowledge of the condition of the property as of the date signed by Seller and is not a substitute for
31 any inspections or warranties that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or rep-
32 resentation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to address concerns about
33 the condition of the property that may not be included in this Statement. This Statement does not relieve Seller of the obligation to disclose
34 a material defect that may not be addressed on this form.

35 A material defect is a problem with a residential real property or any portion of it that would have a significant adverse impact on the
36 value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem
37 is at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.
38

39 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to
40 the property. Check unknown when the question does apply to the property but you are not sure of the answer.

41 Seller's Initials ____/____ Date _____ SPD Page 1 of 10 Buyer's Initials ____/____ Date _____

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	Yes	No	Unk	N/A
A				
B				
C				

1. SELLER'S EXPERTISE

- (A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment or other areas related to the construction and conditions of the property and its improvements?
 (B) Is Seller the landlord for the property?
 (C) Is Seller a real estate licensee?

Explain any "yes" answers in Section 1: _____

2. OWNERSHIP/OCCUPANCY

- (A) **Occupancy**
 1. When was the property most recently occupied? _____
 2. Was the Seller the most recent occupant? If "no," when did the Seller most recently occupy the property? _____
 3. How many persons most recently occupied the property? _____
 (B) **Role of Individual Completing This Disclosure.** Is the individual completing this form:
 1. The owner
 2. The executor
 3. The administrator
 4. The trustee
 5. An individual holding power of attorney
 (C) When was the property purchased? _____
 (D) Are you aware of any pets having lived in the house or other structures during your ownership? _____

Explain Section 2 (if needed): _____

3. CONDOMINIUMS/PLANNED COMMUNITIES/OTHER HOMEOWNERS ASSOCIATIONS

- (A) **Type.** Is the Property part of a(n):
 1. Condominium
 2. Homeowners association or planned community
 3. Cooperative
 4. Other type of association or community _____
 (B) If "yes," how much are the fees? \$ _____, paid (Monthly) (Quarterly) (Yearly)
 (C) If "yes," are there any community services or systems that the association or community is responsible for supporting or maintaining? Explain: _____
 (D) If "yes," provide the following information about the association:
 1. Community Name _____
 2. Contact _____
 3. Mailing Address _____
 4. Telephone Number _____
 (E) How much is the capital contribution/initiation fee? \$ _____

***Notice to Buyer:** A buyer of a resale unit in a condominium, cooperative, or planned community must receive a copy of the declaration (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association in the condominium, cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition to regular monthly maintenance fees. The buyer will have the option of canceling the agreement with the return of all deposit monies until the certificate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.*

4. ROOF AND ATTIC

- (A) **Installation**
 1. When was the roof installed? _____
 2. Do you have documentation (invoice, work order, warranty, etc.)?
 (B) **Repair**
 1. Has the roof or any portion of it been replaced or repaired during your ownership?
 2. If it has been replaced or repaired, was the existing roofing material removed?
 (C) **Issues**
 1. Has the roof ever leaked during your ownership?
 2. Are you aware of any current/past problems with the roof, gutters, flashing or downspouts?

Explain any "yes" answers in section 4, including the location and extent of any problem(s) and any repair or remediation efforts: _____

	Yes	No	Unk	N/A
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3				

	Yes	No	Unk	N/A
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3				
4				
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	Yes	No	Unk	N/A
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2				
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4				
B				
C				
D				
1				
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3				
4				
E				

	Yes	No	Unk	N/A
1				
2				
1				
2				
1				
2				

5. BASEMENTS AND CRAWL SPACES

(A) Sump Pump

1. Does the property have a sump pit? If yes, how many? _____
2. Does the property have a sump pump? If yes, how many? _____
3. If it has a sump pump, has it ever run?
4. If it has a sump pump, is the sump pump in working order?

(B) Water Infiltration

1. Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space?
2. Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?
3. Are the downspouts or gutters connected to a public system? _____

Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or remediation efforts: _____

6. TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS

(A) Status

1. Are you aware of any termites/wood-destroying insects, dryrot, or pests affecting the property?
2. Are you aware of any damage caused by termites/wood-destroying insects, dryrot, or pests?

(B) Treatment

1. Is your property currently under contract by a licensed pest control company?
2. Are you aware of any termite/pest control reports or treatments for the property?

Explain any "yes" answers in section 6, including the name of any service/treatment provider, if applicable: _____

7. STRUCTURAL ITEMS

(A) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components?

(B) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property?

(C) Are you aware of any past or present water infiltration in the house or other structures, other than the roof, basement or crawl spaces?

(D) Stucco and Exterior Synthetic Finishing Systems

1. Is your property constructed with stucco?
2. Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
3. If "yes," when was it installed? _____

(E) Are you aware of any fire, storm, water or ice damage to the property?

(F) Are you aware of any defects (including stains) in flooring or floor coverings?

Explain any "yes" answers in section 7, including the location and extent of any problem(s) and any repair or remediation efforts: _____

8. ADDITIONS/ALTERATIONS

(A) Have any additions, structural changes, or other alterations been made to the property during your ownership? Itemize and date all additions/alterations below.

(B) Are you aware of any private or public architectural review control of the property other than zoning codes?

	Yes	No	Unk	N/A
1				
2				
3				
4				
1				
2				
3				

	Yes	No	Unk	N/A
1				
2				
1				
2				

	Yes	No	Unk	N/A
A				
B				
C				
1				
2				
3				
E				
F				

	Yes	No	Unk	N/A
A				
B				

Addition, structural change, or alteration	Approximate date of work	Were permits obtained? (Yes/No/Unknown)	Final inspections/ approvals obtained? (Yes/No/Unknown)

A sheet describing other additions and alterations is attached.

Note to Buyer: The PA Construction Code Act, 35 P.S. §7210 et seq. (effective 2004), and local codes establish standards for building and altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work and if so, whether they were obtained. Where required permits were not obtained, the municipality might require the current owner to upgrade or remove changed made by the prior owners. Buyers can have the property inspected by an expert in codes compliance to determine if issues exist. Expanded title insurance policies may be available for Buyers to cover the risk of work done to the property by previous owners without a permit or approval.

Note to Buyer: According to the PA Stormwater Management Act, each municipality must enact a Storm Water Management Plan for drainage control and flood reduction. The municipality where the property is located may impose restrictions on impervious or semi-pervious surfaces added to the property. Buyers should contact the local office charged with overseeing the Stormwater Management Plan to determine if the prior addition of impervious or semi-pervious areas, such as walkways, decks, and swimming pools, might affect your ability to make future changes.

9. WATER SUPPLY

(A) **Source.** Is the source of your drinking water (check all that apply):

1. Public
2. A well on the property
3. Community water
4. A holding tank
5. A cistern
6. A spring
7. Other _____
8. No water service (explain): _____

(B) **Bypass Valve** (for properties with multiple sources of water)

1. Does your water source have a bypass valve?
2. If "yes," is the bypass valve working?

(C) **Well**

1. Has your well ever run dry?
2. Depth of Well _____
3. Gallons per minute, _____, measured on (date) _____
4. Is there a well used for something other than the primary source of drinking water?
5. If there is an unused well, is it capped?

(D) **Pumping and Treatment**

1. If your drinking water source is not public, is the pumping system in working order? If "no," explain: _____
2. Do you have a softener, filter, or other treatment system?
3. Is the softener, filter, or other treatment system lease? From whom? _____

(E) **General**

1. When was your water last tested? _____ Test results: _____
2. Is the water system shared? With whom?

(F) **Issues**

1. Are you aware of any leaks or other problems, past or present, relating to the water supply, pumping system, and related items?
2. Have you ever had a problem with your water supply?

Explain any "yes" answers in section 9, including the location and extent of any problem(s) and any repair or remediation efforts: _____

10. SEWAGE SYSTEM

(A) **General**

1. Is your property served by a sewage system (public, private or community)?
2. If "no," is it due to availability or permit limitations?
3. When was the sewage system installed (or date of connection, if public)? _____

(B) **Type** Is your property served by:

1. Public (if "yes," continue to D through G below)
2. Community (non-public)
3. An individual on-lot sewage disposal system
4. Other, explain: _____

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(C) **Individual On-lot Sewage Disposal System.** Is your sewage system (check all that apply):

1. Within 100 feet of a well
2. Subject to a ten-acre permit exemption
3. A holding tank
4. A drainfield
5. Supported by a backup or alternate drainfield, sandmound, etc.
6. A cesspool
7. Shared
8. Other, explain: _____

(D) **Tanks and Service**

1. Are there any metal/steel septic tanks on the Property?
2. Are there any cement/concrete septic tanks on the Property?
3. Are there any fiberglass septic tanks on the Property?
4. Are there any other types of septic tanks on the Property?
5. Where are the septic tanks located? _____
6. How often is the on-lot sewage disposal system serviced? _____
7. When was the on-lot sewage disposal system last serviced? _____

(E) **Abandoned Individual On-lot Sewage Disposal Systems and Septic**

1. Are you aware of any abandoned septic systems or cesspools on your property?
2. Have these systems or cesspools been closed in accordance with the municipality's ordinance?

(F) **Sewage Pumps**

1. Are there any sewage pumps located on the property?
2. What type(s) of pump(s)? _____
3. Are pump(s) in working order?
4. Who is responsible for maintenance of sewage pumps? _____

(G) **Issues**

1. Is any waste water piping not connected to the septic/sewer system?
2. Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items?

Explain any "yes" answers in section 10, including the location and extent of any problem(s) and any repair or remediation efforts: _____

11. PLUMBING SYSTEM

(A) **Material(s).** Are the plumbing materials (check all that apply):

1. Copper
2. Galvanized
3. Lead
4. PVC
5. Polybutylene pipe (PB)
6. Cross-linked polyethylene (PEX)
7. Other _____

(B) Are you aware of any problems with any of your plumbing fixtures (e.g., including but not limited to: kitchen, laundry, or bathroom fixtures; wet bars; exterior faucets; etc.)?

If "yes," explain: _____

12. DOMESTIC WATER HEATING

(A) **Type(s).** Is your water heating (check all that apply):

1. Electric
2. Natural gas
3. Fuel oil
4. Propane
5. Solar
6. Geothermal
7. Other
8. Is your water heating a summer-winter hook-up (integral system, hot water from the boiler, etc.)?

(B) How many water heaters are there? _____ When were they installed? _____

(C) Are you aware of any problems with any water heater or related equipment?

If "yes," explain: _____

	Yes	No	Unk	N/A
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13. HEATING SYSTEM

(A) **Fuel Type(s)**. Is your heating source (check all that apply):

1. Electric
2. Natural gas
3. Fuel oil
4. Propane
5. Geothermal
6. Coal
7. Wood
8. Other: _____

(B) **System Type(s)** (check all that apply):

1. Forced hot air
2. Hot water
3. Heat pump
4. Electric baseboard
5. Steam
6. Radiant
7. Wood stove(s) How many? _____
8. Coal stove(s) How many? _____
9. Other: _____

(C) **Status**

1. When was your heating system(s) installed? _____
2. When was the heating system(s) last serviced? _____
3. How many heating zones are in the property? _____
4. Is there an additional and/or backup heating system? Explain: _____

(D) **Fireplaces**

1. Are there any fireplace(s)? How many? _____
2. Are all fireplace(s) working?
3. Fireplace types(s) (wood, gas, electric, etc.): _____
4. Were the fireplace(s) installed by a professional contractor or manufacturer's representative?
5. Are there any chimney(s) (from a fireplace, water heater or any other heating system)?
6. How many chimney(s)? _____ When were they last cleaned? _____
7. Are the chimney(s) working? If "no," explain: _____

(E) List any areas of the house that are not heated: _____

(F) **Heating Fuel Tanks**

1. Are you aware of any heating fuel tank(s) on the property?
2. Location(s), including underground tank(s): _____
3. If you do not own the tank(s), explain: _____

Are you aware of any problems or repairs needed regarding any item in section 13? If "yes," explain: _____

14. AIR CONDITIONING SYSTEM

(A) **Type(s)**. Is the air conditioning (check all that apply):

1. Central air
2. Wall units
3. Window units
4. Other
5. None

(B) **Status**

1. When was the central air conditioning system installed? _____
2. When was the central air conditioning system last serviced? _____
3. How many air conditioning zones are in the property? _____

(C) List any areas of the house that are not air conditioned: _____

Are you aware of any problems with any item in section 14? If "yes," explain: _____

15. ELECTRICAL SYSTEM

(A) **Type(s)**

1. Does the electrical system have fuses?
2. Does the electrical system have circuit breakers?

	Yes	No	Unk	N/A
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	Yes	No	Unk	N/A
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Can I Cross That Out? - Page 16

	Yes	No	Unk	N/A
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(B) What is the system amperage? _____

(C) Are you aware of any knob and tube wiring in the home?

Are you aware of any problems or repairs needed in the electrical system? If "yes," explain: _____

16. OTHER EQUIPMENT AND APPLIANCES

This section must be completed for each item that will, or may, be sold with the property. **The fact that an item is listed does not mean it is included in the Agreement of Sale.** Terms of the Agreement of Sale negotiated between Buyer and Seller will determine which items, if any, are included in the purchase of the Property.

Item	Yes	No		Item	Yes	No
Electric garage door opener				Trash compactor		
Garage transmitters				Garbage disposal		
Keyless entry				Stand-alone freezer		
Smoke detectors				Washer		
Carbon monoxide detectors				Dryer		
Security alarm system				Intercom		
Interior fire sprinklers				Ceiling fans		
In-ground lawn sprinklers				A/C window units		
Sprinkler automatic timer				Awnings		
Swimming pool				Attic fan(s)		
Hot tub/spa				Satellite dish		
Deck(s)				Storage shed		
Pool/spa heater				Electric animal fence		
Pool/spa cover				Other:		
Whirlpool/tub				1.		
Pool/spa accessories				2.		
Refrigerator(s)				3.		
Range/oven				4.		
Microwave oven				5.		
Dishwasher				6.		

Are you aware of any problems or repairs needed regarding any item in section 16? If "yes," explain: _____

17. LAND/SOILS

(A) Property

	Yes	No	Unk	N/A
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1. Are you aware of any fill or expansive soil on the property?
2. Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth stability problems that have occurred on or affect the property?
3. Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the property, or have you received written notice of sewage sludge being spread on an adjacent property?
4. Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations that might affect this property?

Note to Buyer: The property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence damage may occur and mine subsidence insurance are available through: Department of Environmental Protection, Mine Subsidence Insurance Fund, 25 Technology Drive, California Technology Park, Coal Center, PA 15423 (800) 922-1678 (within Pennsylvania) or (724) 769-1100 (outside Pennsylvania).

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(B) Preferential Assessment and Development Rights

Is the property, or a portion of it, preferentially assessed for tax purposes, or subject to limited development rights under the:

1. Farmland and Forest Land Assessment Act - 72 P.S. §5490.1 et seq. (Clean and Green Program)
2. Open Space Act - 16 P.S. §11941 et seq
3. Agricultural Area Security Law - 3 P.S. §901 et seq. (Development Rights)
4. Any other law/program: _____

Note to Buyer: Pennsylvania has enacted the Right to Farm Act (3 P.S. § 951-957) in an effort to limit the circumstances under which agricultural operations may be subject to nuisance suits or ordinances. Buyers are encouraged to investigate whether any agricultural operations covered by the Act operate in the vicinity of the property.

(C) Property Rights

Are you aware of the transfer, sale and/or lease of any of the following property rights (by you or a previous owner of the property):

1. Timber
2. Coal
3. Oil
4. Natural gas
5. Other minerals or rights (such as farming rights, hunting rights, quarrying rights) Explain: _____

Note to Buyer: Before entering into an agreement of sale, Buyer can investigate the status of these rights by, among other means, engaging legal counsel, obtaining a title examination of unlimited years and searching the official records in the county Office of the Recorder of Deeds, and elsewhere. Buyer is also advised to investigate the terms of any existing leases, as Buyer may be subject to terms of those leases.

Explain any "yes" answers in section 17: _____

	Yes	No	Unk	N/A
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18. FLOODING, DRAINAGE AND BOUNDARIES

(A) Flooding/Drainage

1. Is any part of this property located in a wetlands area?
2. Is the property, or any part of it, designated a Special Flood Hazard Area (SFHA)?
3. Do you maintain flood insurance on this property?
4. Are you aware of any past or present drainage or flooding problems affecting the property?
5. Are you aware of any drainage or flooding mitigation on the property?
6. Are you aware of the presence on the property of any man-made feature that temporarily or permanently conveys or manages storm water, including any basin, pond, ditch, drain, swale, culvert, pipe or other feature?
7. If "yes," are you responsible for maintaining or repairing that feature which conveys or manages storm water for the property?

Explain any "yes" answers in section 18(A), including dates and extent of flooding and the condition of any man-made storm water management features: _____

(B) Boundaries

1. Are you aware of any encroachments, boundary line disputes, or easements affecting the property?

Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching the records in the Office of the Recorder of Deeds for the county before entering into an agreement of sale.

2. Do you access the property from a private road or lane?
3. If "yes," do you have a recorded right of way or maintenance agreement?
4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements?

Explain any "yes" answers in section 18(B): _____

19. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

(A) Mold and Indoor Air Quality (other than radon)

1. Are you aware of any tests for mold, fungi, or indoor air quality in the property?
2. Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the property?

Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination. If mold contamination or indoor air quality is a concern, buyers are encouraged to engage the services of a qualified professional to do testing. Information on this issue is available from the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318.

(B) Radon

1. Are you aware of any tests for radon gas that have been performed in any buildings on the property? If "yes," list date, type, and results of all tests below:

First Test Second Test

Date _____
 Type of Test _____
 Results (picocuries/liter) _____
 Name of Testing Service _____

2. Are you aware of any radon removal system on the property? If "yes," list date installed and type of system, and whether it is in working order below:

Date Installed Type of System Provider Working?

(C) Lead Paint

If property was constructed, or if construction began, before 1978, you must disclose any knowledge of, and records and reports about, lead-based paint on the property.

1. Are you aware of any lead-based paint or lead-based paint hazards on the property?
2. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the property?

(D) Tanks

1. Are you aware of any existing or removed underground tanks? Size: _____
2. If "yes," have any tanks been removed during your ownership?

(E) Dumping. Are you aware of any dumping on the property?

(F) Other

1. Are you aware of any existing hazardous substances on the property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?
2. Have you received written notice regarding the presence of an environmental hazard or bio-hazard on your property or any adjacent property?
3. Are you aware of testing on the property for any other hazardous substances or environmental concerns?
4. Are you aware of any other hazardous substances or environmental concerns that might impact upon the property?

Explain any "yes" answers in section 19: _____

20. MISCELLANEOUS

(A) Deeds, Restrictions and Title

1. Are you aware of any deed restrictions that apply to the property?
2. Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the property?
3. Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the property?

(B) Financial

1. Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances or other use restriction ordinances that remain uncorrected?
2. Are you aware of any mortgage, judgment, encumbrance, lien, overdue payment on a support obligation, or other debt against this property or Seller that cannot be satisfied by the proceeds of this sale?
3. Are you aware of any insurance claims filed relating to the property?

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(C) Legal

1. Are you aware of any violations of federal, state, or local laws or regulations relating to this property?
2. Are you aware of any existing or threatened legal action affecting the property?

(D) Additional Material Defects

1. Are you aware of any material defects to the property, dwelling, or fixtures which are not disclosed elsewhere on this form?

***Note to Buyer:** A material defect is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.*

2. After completing this form, if Seller becomes aware of additional information about the property, including through inspection reports from a buyer, the Seller must update the Seller's Property Disclosure Statement and/or attach the inspection(s). These inspection reports are for informational purposes only.

Explain any "yes" answers in section 20: _____

21. ATTACHMENTS

(A) The following are part of this Disclosure if checked:

- Seller's Property Disclosure Statement Addendum (PAR Form SDA)
- _____
- _____
- _____

The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the property and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. Seller shall cause Buyer to be notified in writing of any information supplied on this form which is rendered inaccurate by a change in the condition of the property following completion of this form.

SELLER _____ **DATE** _____
SELLER _____ **DATE** _____
SELLER _____ **DATE** _____

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

According to the provisions of the Real Estate Seller Disclosure Law, the undersigned executor, administrator or trustee is not required to fill out a Seller's Property Disclosure Statement. The executor, administrator or trustee, must, however, disclose any known material defect(s) of the property.

_____ **DATE** _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

The undersigned Buyer acknowledges receipt of this Disclosure Statement. Buyer acknowledges that this Statement is not a warranty and that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It is Buyer's responsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be inspected, at Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

BUYER _____ **DATE** _____
BUYER _____ **DATE** _____
BUYER _____ **DATE** _____

Can I Cross That Out? - Page 20
LISTING CONTRACT (SELLER AGENCY CONTRACT)
EXCLUSIVE RIGHT TO SELL REAL ESTATE

XLS

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 Broker (Company) _____ 2 _____ 3 Company Address _____ 4 _____ 5 Company Phone _____ 6 Company Fax _____	Licensee(s) (Name) _____ _____ Direct Phone(s) _____ Cell Phone(s) _____ Fax _____ Email _____
---	---

7 **SELLER** _____

8 _____
9 **SELLER'S MAILING ADDRESS** _____

10 _____
11 **PHONE** _____ **FAX** _____

12 **E-MAIL** _____

13 **Seller understands that this Listing Contract is between Broker and Seller.**

14 **Does Seller have a listing contract for this Property with another broker?** Yes No

15 **If yes, explain:** _____

16 **1. PROPERTY** **LISTED PRICE \$** _____

17 Address _____ ZIP _____

18 Municipality (city, borough, township) _____

19 County _____ School District _____

20 Zoning _____

21 Present Use _____

22 Identification (For example, Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date) _____

23 _____
24 **2. STARTING & ENDING DATES OF LISTING CONTRACT (ALSO CALLED "TERM")**

25 (A) No Association of REALTORS® has set or recommended the term of this contract. Broker/Licensee and Seller have discussed
26 and agreed upon the term of this Contract.

27 (B) **Starting Date:** This Contract starts when signed by Broker and Seller, unless otherwise stated here: _____

28 (C) **Ending Date:** This Contract ends at 11:59 PM on _____. By law, the term of a listing contract may not
29 exceed one year. If the Ending Date written in this Contract creates a term that is longer than one year, the Ending Date is au-
30 tomatically 364 days from the Starting Date of this Contract.

31 **3. DUAL AGENCY**

32 Seller agrees that Broker and Broker's Licensees may also represent the buyer(s) of the Property. A Broker is a Dual Agent when a
33 Broker represents both a buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents a buyer
34 and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for
35 a buyer and Seller. If the same Licensee is designated for a buyer and Seller, the Licensee is a Dual Agent. Seller understands that
36 Broker is a Dual Agent when a buyer who is represented by Broker is viewing properties listed by Broker.

37 **4. DESIGNATED AGENCY**

38 Designated Agency is applicable, unless checked below. Broker designates the Licensee(s) above to exclusively represent the inter-
39 ests of Seller. If Licensee is also the buyer's agent, then Licensee is a DUAL AGENT.

40 **Designated Agency is not applicable.**

41 **5. BROKER'S FEE**

42 (A) No Association of Realtors® has set or recommended the Broker's Fee. Broker and Seller have negotiated the fee that Seller will
43 pay Broker.

44 (B) Broker's Fee is _____ % of the sale price OR \$ _____, whichever is greater, AND \$ _____,
45 paid to Broker by Seller as follows:

46 1. \$ _____ of Broker's Fee is earned and due **(non-refundable)** at signing of this Listing Contract, payable
47 to Broker.

48 **Broker/Licensee Initials:** _____ **XLS Page 1 of 6** **Seller Initials:** _____

- 49 **2. Seller will pay the balance of Broker's Fee if:**
- 50 **a. Property, or any ownership interest in it, is sold or exchanged during the term of this Contract by Broker, Bro-**
- 51 **ker's Licensee(s), Seller, or by any other person or broker, at the listed price or any price acceptable to Seller, OR**
- 52 **b. A ready, willing, and able buyer is found, during the term of this contract, by Broker or by anyone, including Seller. A**
- 53 **willing buyer is one who will pay the listed price or more for the Property, or one who has submitted an offer accepted**
- 54 **by Seller, OR**
- 55 **c. Negotiations that are pending at the Ending Date of this Contract result in a sale, OR**
- 56 **d. A Seller signs an agreement of sale then refuses to sell the Property, or if a Seller is unable to Sell the Property because**
- 57 **of failing to do all the things required of the Seller in the agreement of sale (Seller default), OR**
- 58 **e. The Property or any part of it is taken by any government for public use (Eminent Domain), in which case Seller will pay**
- 59 **from any money paid by the government, OR**
- 60 **f. A sale occurs after the Ending Date of this Contract IF:**

- 61 (1) The sale occurs within _____ of the Ending Date, AND
- 62 (2) The buyer was shown or negotiated to buy the Property during the term of this contract, AND
- 63 (3) The Property is not listed under an "exclusive right to sell contract" with another broker at the time of the sale.

64 (C) If a sale occurs, balance of Broker's Fee will be paid upon delivery of the deed or other evidence of transfer of title or interest. If the

65 Property is transferred by an installment contract, balance of Broker's Fee will be paid upon the execution of the installment contract.

66 **6. BROKER'S FEE IF SETTLEMENT DOES NOT OCCUR**

67 If an agreement of sale is signed and settlement does not occur, and deposit monies are released to Seller, Seller will pay Broker

68 _____ of/from deposit monies.

69 **7. COOPERATION WITH OTHER BROKERS**

70 Licensee(s) has explained Broker's company policies about cooperating with other brokers. Broker and Seller agree that Broker will

71 pay **from Broker's Fee** a fee to another broker who procures the buyer, is a member of a Multiple Listing Service (MLS), and who:

- 72 (A) **Represents Seller (SUBAGENT).** Broker will pay _____ of/from the sale price.
- 73 (B) **Represents the buyer (BUYER'S AGENT).** Broker will pay _____ of/from the sale price.
- 74 **A buyer's Agent, even if compensated by Broker for Seller, will represent the interests of the buyer.**
- 75 (C) **Does not represent either Seller or a buyer (TRANSACTION LICENSEE).**
- 76 Broker will pay _____ of/from the sale price.

77 **8. DUTIES OF BROKER AND SELLER**

- 78 (A) Broker is acting as a Seller Agent, as described in the Consumer Notice, to market the Property and to negotiate with potential
- 79 buyers. Broker will use reasonable efforts to find a buyer for the Property.
- 80 (B) Seller will cooperate with Broker and assist in the sale of the Property as asked by Broker.
- 81 (C) All showings, negotiations and discussions about the sale of the Property, written or oral, will be communicated by Broker on
- 82 Seller's behalf. All written or oral inquiries that Seller receives or learns about regarding the Property, regardless of the source,
- 83 will be referred to Broker.
- 84 (D) If the Property, or any part of it, is rented, Seller will give any leases to Broker before signing this Contract. If any leases are
- 85 oral, Seller will provide a written summary of the terms, including amount of rent, ending date, and Tenant's responsibilities.
- 86 (E) Seller will not enter into, renew, or modify any leases, or enter into any option to sell, during the term of this Contract without
- 87 Broker's written consent.

88 **9. BROKER'S SERVICE TO BUYER**

89 Broker may provide services to a buyer for which Broker may accept a fee. Such services may include, but are not limited to: docu-

90 ment preparation; ordering certifications required for closing; financial services; title transfer and preparation services; ordering in-

91 surance, construction, repair, or inspection services.

92 **10. BROKER NOT RESPONSIBLE FOR DAMAGES**

93 Seller agrees that Broker and Broker's Licensee(s) are not responsible for any damage to the Property or any loss or theft of personal

94 goods from the Property unless such damage, loss or theft is solely and directly caused by Broker or Broker's Licensee(s).

95 **11. DEPOSIT MONEY**

- 96 (A) Broker, if named in an agreement of sale, will keep all deposit monies paid by or for the buyer in an escrow account until the
- 97 sale is completed, the agreement of sale is terminated, or the terms of a prior written agreement between the buyer and Seller
- 98 have been met. This escrow account will be held as required by real estate licensing laws and regulations. Buyer and Seller may
- 99 name a non-licensee as the escrow holder, in which case the escrow holder will be bound by the terms of the escrow agreement,
- 100 if any, not by the Real Estate Licensing and Registration Act. Seller agrees that the person keeping the deposit monies may wait
- 101 to deposit any uncashed check that is received as deposit money until Seller has accepted an offer.
- 102 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to
- 103 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
- 104 1. If an agreement of sale is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A writ-
- 105 ten agreement signed by both parties is evidence that there is no dispute regarding deposit monies.

- 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
- 3. According to the terms of a final order of court.
- 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved.

(C) Seller agrees that if Seller names Broker or Broker's licensee(s) in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by Seller.

12. OTHER PROPERTIES

Seller agrees that Broker may list other properties for sale and that Broker may show and sell other properties to prospective buyers.

13. ADDITIONAL OFFERS

Unless prohibited by Seller, if Broker is asked by a buyer or another licensee(s) about the existence of other offers on the Property, Broker will reveal the existence of other offers and whether they were obtained by the Licensee(s) identified in this Contract, by another Licensee(s) working with Broker, or by a licensee(s) working for a different Broker. ONCE SELLER ENTERS INTO AN AGREEMENT OF SALE, BROKER IS NOT REQUIRED TO PRESENT OTHER OFFERS.

14. SELLER WILL REVEAL DEFECTS & ENVIRONMENTAL HAZARDS

(A) Seller (including Sellers exempt from the Real Estate Seller Disclosure Law) will disclose all known material defects and/or environmental hazards on a separate disclosure statement. A material defect is a problem or condition that:

- 1. is a possible danger to those living on the Property, or
- 2. has a significant, adverse effect on the value of the Property.

The fact that a structural element, system or subsystem is near, at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

B. Seller will update the Seller's Property Disclosure Statement as necessary throughout the term of this Listing Contract.

C. If Seller fails to disclose known material defects and/or environmental hazards:

- 1. Seller will not hold Broker or Licensee(s) responsible in any way;
- 2. Seller will protect Broker and Licensee(s) from any claims, lawsuits, and actions that result;
- 3. Seller will pay all of Broker's and Licensee's costs that result. This includes attorneys' fees and court-ordered payments or settlements (money Broker or Licensee pays to end a lawsuit or claim).

15. IF PROPERTY WAS BUILT BEFORE 1978

The Residential Lead-Based Paint Hazard Reduction Act says that any seller of property built before 1978 must give the buyer an EPA pamphlet titled *Protect Your Family From Lead in Your Home*. The seller also must tell the buyer and the broker what the seller knows about lead-based paint and lead-based paint hazards that are in or on the property being sold. Seller must tell the buyer how the seller knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards are, the condition of the painted surfaces, and any other information seller knows about lead-based paint and lead-based paint hazards on the property. Any seller of a pre-1978 structure must also give the buyer any records and reports that the seller has or can get about lead-based paint or lead-based paint hazards in or around the property being sold, the common areas, or other dwellings in multi-family housing. According to the Act, a seller must give a buyer 10 days (unless seller and the buyer agree to a different period of time) from the time an agreement of sale is signed to have a "risk assessment" or inspection for possible lead-based paint hazards done on the property. Buyers may choose not to have the risk assessment or inspection for lead paint hazards done. If the buyer chooses not to have the assessment or inspection, the buyer must inform the seller in writing of the choice. The Act does not require the seller to inspect for lead paint hazards or to correct lead paint hazards on the property. The Act does not apply to housing built in 1978 or later.

16. HOME WARRANTIES

At or before settlement, Seller may purchase a home warranty for the Property from a third-party vendor. Seller understands that a home warranty for the Property does not alter any disclosure requirements of Seller, may not cover or warrant any pre-existing defects of the Property, and will not alter, waive or extend any provisions of the Agreement regarding inspections or certifications that Buyer may elect or waive as part of the Agreement. Seller understands that Broker who recommends a home warranty may have a business relationship with the home warranty company that provides a financial benefit to Broker.

17. RECOVERY FUND

Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment) against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

18. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA

Federal and state laws make it illegal for a seller, a broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY 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.

166 **19. TRANSFER OF THIS CONTRACT**

- 167 (A) Seller agrees that Broker may transfer this Contract to another broker when:
- 168 1. Broker stops doing business, OR
- 169 2. Broker forms a new real estate business, OR
- 170 3. Broker joins his business with another.
- 171 (B) Broker will notify Seller immediately in writing if Broker transfers this Contract to another broker. Seller will follow all re-
- 172 quirements of this Contract with the new broker.

173 **20. NO OTHER CONTRACTS**

174 Seller will not enter into another listing contract for the property(s) identified in Paragraph 1 with another broker that begins before

175 the Ending Date of this Contract.

176 **21. CONFLICT OF INTEREST**

177 It is a conflict of interest when Broker or Licensee has a financial or personal interest in the property and/or cannot put Seller's inter-

178 ests before any other. If Broker, or any of Broker's licensees, has a conflict of interest, Broker will notify Seller in a timely manner.

179 **22. ENTIRE CONTRACT**

180 This Contract is the entire agreement between Broker and Seller. Any verbal or written agreements that were made before are not

181 a part of this Contract.

182 **23. CHANGES TO THIS CONTRACT**

183 All changes to this Contract must be in writing and signed by Broker and Seller.

184 **24. MARKETING OF PROPERTY**

185 (A) Where permitted, Broker, at Broker's option, may use: for sale sign, lock box, key in office, open houses and advertising in all

186 media, including print and electronic, photographs and videos, unless otherwise stated here: _____

187 _____

- 188 1. Seller does not want the listed Property to be displayed on the Internet.
- 189 Seller does not want the address of the listed Property to be displayed on the Internet.
- 190 2. Seller understands and acknowledges that, if the listed Property is not displayed on the Internet, consumers who conduct
- 191 searches for listings on the Internet will not see information about the listed Property in response to their search.

192 (B) Seller understands and acknowledges that, if an open house is scheduled, the property address may be published on the Inter-

193 net in connection to the open house.

194 (C) There are many ways of marketing properties electronically. Some brokers may use a virtual office website (also known as

195 "VOW") or Internet data exchange (also known as "IDX"), which are governed by specific rules and policies. Sellers have the

196 right to control some elements of how their property is displayed on a VOW and/or IDX websites.

197 Seller elects to have the following features disabled or discontinued for VOW and IDX websites (check all that apply):

- 198 Comments or reviews about Seller's listings, or a hyperlink to such comments or reviews, in immediate conjunction with
- 199 Seller's listing.
- 200 Automated estimates of the market value of Seller's listing, or a hyperlink to such estimates, in immediate conjunction with
- 201 the Seller's listing.

202 (D) Multiple Listing Services (MLS)

- 203 Broker will not use a Multiple Listing Service (MLS) to advertise the Property.
- 204 Broker will use a Multiple Listing Service (MLS) to advertise the Property to other real estate brokers and salespersons.
- 205 Listing broker shall communicate to the MLS all of Seller's elections made above.

206 (E) Seller agrees that Broker and Licensee, and the MLS are not responsible for mistakes in the MLS or advertising of the Property.

207 (F) Other _____

208 **25. PUBLICATION OF SALE PRICE**

209 Seller is aware that the Multiple Listing Service (MLS), newspapers, Web Sites, and other media may publish the final sale price of

210 the Property.

211 **26. COPYRIGHT**

212 In consideration of Broker's efforts to market Seller's Property as stated in this Contract, Seller grants Broker a non-exclusive, world-wide

213 license (the "License") to use any potentially copyrightable materials (the "Materials") which are related to the Property and provided by

214 Seller to Broker or Broker's representative(s). The Materials may include, but are not limited to: photographs, images, video recordings,

215 virtual tours, drawings, written descriptions, remarks, and pricing information related to Seller's Property. This License permits Broker to

216 submit the Materials to one or more multiple listing services, to include the Materials in compilations of property listings, and to otherwise

217 distribute, publicly display, reproduce, publish and produce derivative works from the Materials for any purpose that does not conflict with

218 the express terms of this Contract. The License may not be revoked by Seller and shall survive the ending of this Contract. Seller also grants

219 Broker the right to sublicense to others any of these rights granted to Broker by Seller. Seller represents and warrants to Broker that the Li-

220 cense granted to Broker for the Materials does not violate or infringe upon the rights, including any copyrights, of any person or entity. Seller

221 understands that the terms of the License do not grant Seller any legal right to any works that Broker may produce using the Materials.

223 27. FIXTURES AND PERSONAL PROPERTY

- (A) INCLUDED in this sale, unless otherwise stated, are all existing items permanently installed in the Property, free of liens, and other items including plumbing; heating; radiator covers; lighting fixtures (including chandeliers and ceiling fans); pools, spas and hot tubs (including covers and cleaning equipment); electric animal fencing systems (excluding collars); garage door openers and transmitters; television antennas; mounting brackets and hardware for television and sound equipment; unpotted shrubbery, plantings and trees; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences; mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware (including rods and brackets), shades and blinds; awnings; built-in air conditioners; built-in appliances; the range/oven; any remaining heating and cooking fuels stored on the Property at the time of settlement; and, if owned, water treatment systems, propane tanks, satellite dishes and security systems. Also included:
(B) The following items are LEASED (not owned by Seller). Contact the provider/vendor for more information (e.g., water treatment systems, propane tanks, satellite dishes and security systems):
(C) EXCLUDED fixtures and items:

239 28. TAXES & SPECIAL ASSESSMENTS

- (A) At settlement, Seller will pay one-half of the total Real Estate Transfer Taxes, unless otherwise stated here:
(B) Yearly Property Taxes \$ Property Assessed Value \$
(C) Is the property preferentially assessed (including a tax abatement)? Yes No
If applicable, how many years remain?
(D) COA/HOA Name COA/HOA Phone
COA/HOA special assessments \$ Buyer's required capital contribution \$
Please explain:
(E) Municipality Assessments \$
(F) COA/HOA Fees \$ Quarterly Monthly Yearly

251 29. TITLE & POSSESSION

- (A) Seller will give possession of Property to a buyer at settlement, or on
(B) At settlement, Seller will give full rights of ownership (fee simple) to a buyer except as follows:
Oil Gas Mineral Other
If checked, please explain:
(C) Seller has:
First mortgage with Amount of balance \$
Address Phone Acct. #
Second mortgage with Amount of balance \$
Address Phone Acct. #
Home Equity line of credit with Amount of balance \$
Address Phone Acct. #
Seller authorizes Broker to receive mortgage payoff and/or equity loan payoff information from lender(s).
(D) Seller has:
Judgments \$ Past Due Municipal Assessment \$
Past Due Property Taxes \$ Past Due COA/HOA Fees \$
Federal Tax Liens \$ Past Due COA/HOA Assessments \$
State Tax Liens \$
Other: \$
(E) If Seller, at any time on or since January 1, 1998, has been obligated to pay support under an order on record in any Pennsylvania county, list the county and the Domestic Relations Number or Docket Number:

276 30. BUYER FINANCING Seller will accept the following arrangements for buyer to pay for the Property:

- Cash Conventional mortgage FHA mortgage VA mortgage
Seller's Assist to buyer (if any) \$, or %

280 **31. SPECIAL INSTRUCTIONS**

281 The Office of the Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any spe-
282 cial conditions or additional terms in this Contract must comply with the Pennsylvania Plain Language Consumer Contract Act.

283 **32. SPECIAL CLAUSES**

284 **(A) The following are part of this Listing Contract if checked:**

- 285 Property Description Addendum to Listing Contract (PAR Form XLS-A)
- 286 Single Agency Addendum (PAR Form SA)
- 287 Consumer Services Fee Addendum (PAR Form CSF)
- 288 Vacant Land Addendum to Listing Contract (PAR Form VLA)
- 289 Short Sale Addendum (PAR Form SSL)
- 290 _____
- 291 _____

292 **(B) Additional Terms:**

293

294

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306 _____ / _____ Seller has read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

307 _____ / _____ Seller has received the Seller's Property Disclosure form and agrees to complete and return to Listing Broker in

308 a timely manner, if required.

309 _____ / _____ Seller has received the Lead-Based Hazards Disclosure form and agrees to complete and return to Listing Bro-

310 ker in a timely manner, if required.

311 Seller has read the entire Contract before signing. Seller must sign this Contract.

312 Seller gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es)

313 listed.

314 Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures

315 of all parties, constitutes acceptance by the parties.

316 This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and which coun-

317 terparts together shall constitute one and the same Agreement of the Parties.

318 NOTICE BEFORE SIGNING: IF SELLER HAS LEGAL QUESTIONS, SELLER IS ADVISED TO CONSULT A PENNSYL-

319 VANIA REAL ESTATE ATTORNEY.

320 SELLER _____ DATE _____

321 SELLER _____ DATE _____

322 SELLER _____ DATE _____

323 BROKER (Company Name) _____

324 ACCEPTED ON BEHALF OF BROKER BY _____ DATE _____

CHANGE TO LISTING CONTRACT

CLC

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 PROPERTY _____

2 BROKER (Company) _____

3 SELLER _____

4 DATE OF LISTING CONTRACT _____ LISTED PRICE \$ _____

5 Broker and Seller agree to change the terms of the above Listing Contract as follows:

6 1. Ending Date of the Listing Contract is changed to: _____

7 2. Listed Price is changed to: \$ _____

8 3. Appoint Additional Designated Agent(s): _____

9 Seller renounces the agency relationships held with all licensees affiliated with Broker who are not Designated Agents for Seller.

10 Any licensee(s) that has been previously designated and is not being removed in paragraph 4 remains a Designated Agent for Seller.

11 4. Remove Designated Agent(s): _____

12 5. Other: _____

13 _____

14 _____

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37 All other terms and conditions of the Listing Contract remain unchanged and in full force and effect.

38 SELLER _____ DATE _____

39 SELLER _____ DATE _____

40 SELLER _____ DATE _____

41 BROKER (Company Name) _____

42 ACCEPTED BY _____ DATE _____

BUYER (TENANT) AGENCY CONTRACT

BAC

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

Note: The terms "buyer," "seller," "agreement of sale," and "purchase" also will be construed to mean "tenant," "landlord," "lease," and "rent," respectively, throughout this agreement.

1 Broker (Company) Licensee(s) (Name)
2
3 Company Address Direct Phone(s)
4 Cell Phone(s)
5 Company Phone Licensee Fax
6 Company Fax Email

7 BUYER

9 BUYER'S MAILING ADDRESS

11 PHONE FAX

12 E-MAIL

13 Buyer understands that this Buyer Agency Contract is between Broker and Buyer.

14 Does Buyer have a Buyer Agency Contract with another Broker? Yes No

15 If yes, explain:

16 1. STARTING & ENDING DATES OF BUYER AGENCY CONTRACT (ALSO CALLED "TERM")

- (A) No Association of REALTORS® has set or recommended the term of this contract.
(B) This Contract applies to any property that Buyer chooses to purchase during the term of this Contract.
(C) If Buyer is negotiating or has entered into an Agreement of Sale, this Contract ends upon settlement.

25 2. BROKER'S FEE

- (A) No Association of REALTORS® has set or recommended the Broker's fee.
(B) Broker's Fee, paid by Buyer to Broker, is as follows:
(C) 1. The balance of Broker's Fee is earned if Buyer enters into an agreement of sale during the term of this Contract...
(D) Buyer is advised that contacting a listing broker or seller directly may compromise Broker's ability to earn compensation from a listing broker and could result in Buyer's obligation to pay a fee to Broker.

49 3. DUAL AGENCY

50 Buyer agrees that Broker and Broker's Licensee(s) stated above may also represent the seller(s) of the property Buyer might buy. A Broker is a Dual Agent when a Broker represents both Buyer and a seller in the same transaction.

53 Buyer Initials: BAC Page 1 of 3 Broker/Licensee Initials:

54 Designated Agents for Buyer and a seller. If the same Licensee is designated for Buyer and a seller, the Licensee is a Dual Agent. Buyer
55 understands that Broker is a Dual Agent when Buyer is viewing properties listed by Broker.

56 **4. DESIGNATED AGENCY**

57 Designated Agency is applicable, unless checked below. Broker designates the Licensee(s) stated above to exclusively represent the
58 interests of Buyer. If Licensee is also the Seller's Agent, then Licensee is a DUAL AGENT.

59 **Designated Agency is not applicable.**

60 **5. CONFLICT OF INTEREST**

61 It is a conflict of interest when Broker or Licensee has a financial or personal interest in the property and/or cannot put Buyer's interests
62 before any other. If Broker, or any of Broker's licensees, has a conflict of interest, Broker will notify Buyer in a timely manner.

63 **6. BROKER'S SERVICES TO SELLER**

64 Broker may provide services to a seller for which Broker may accept a fee. Such services may include, but are not limited to, listing
65 property for sale; representing the Seller as Seller Agent; deed/document preparation; ordering certifications required for closing; finan-
66 cial services; title transfer and preparation services; ordering insurance, construction, repair, or inspection services.

67 **7. OTHER BUYERS**

68 Broker/Licensee may show the same properties to other buyers and may represent those buyers in attempts to purchase the same prop-
69 erty.

70 **8. NO OTHER CONTRACTS**

71 Buyer will not enter into another buyer agency contract with another broker that begins before the Ending Date of this Contract.

72 **9. ENTIRE CONTRACT**

73 This Contract is the entire agreement between Broker and Buyer. Any verbal or written agreements that were made before are not a
74 part of this Contract.

75 **10. CHANGES TO THIS CONTRACT**

76 All changes to this Contract must be in writing and signed by Broker and Buyer.

77 **11. TRANSFER OF THIS CONTRACT**

78 Buyer agrees that Broker may transfer this Contract to another broker when:

- 79 (1) Broker stops doing business, OR
- 80 (2) Broker forms a new real estate business, OR
- 81 (3) Broker joins his business with another.

82 Broker will notify Buyer immediately in writing if Broker transfers this Contract to another broker. Buyer will follow all requirements
83 of this Contract with the new broker.

84 **12. CONFIDENTIALITY**

85 Buyer understands that sellers or sellers' representatives might not treat the existence, terms or conditions of any offer as confidential
86 unless there is a confidentiality agreement between Buyer and the seller.

87 **13. EXPERTISE OF REAL ESTATE AGENTS**

88 Pennsylvania real estate agents are required to be licensed by the Commonwealth of Pennsylvania and are obligated to disclose adverse
89 factors about a property that are reasonably apparent to someone with expertise in the marketing of real property.

- 90 (A) If Buyer wants information regarding specific conditions or components of the property which are outside the Agent's expertise,
91 Buyer is encouraged to seek the advice of an appropriate professional.
- 92 (B) If Buyer wants financial, legal, or any other advice, Buyer is encouraged to seek the services of an accountant, lawyer, or other
93 appropriate professional.

94 **14. DEPOSIT MONEY**

95 (A) Broker will keep (or will give to the listing broker, who will keep) all deposit monies that Broker/Licensee receives in an escrow account
96 as required by the real estate licensing laws and regulations until the sale is completed or an agreement of sale is terminated, or the
97 terms of a prior written agreement between the Buyer and a seller have been met. Buyer and Seller may name a non-licensee as
98 the escrow holder, in which case the escrow holder will be bound by the terms of the escrow agreement, not by the Real Estate
99 Licensing and Registration Act. Buyer agrees that the person keeping the deposit monies may wait to deposit any uncashed check
100 that is provided as deposit money until Seller has accepted an offer.

101 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to
102 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:

- 103 1. If an agreement of sale is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
104 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
- 105 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing
106 Broker how to distribute some or all of the deposit monies.
- 107 3. According to the terms of a final order of court.
- 108 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
109 deposit monies if there is a dispute between the parties that is not resolved.

110 (C) Buyer agrees that if Buyer names Broker or Broker's licensee(s) in litigation regarding deposit monies, the attorneys' fees and costs
111 of the Broker(s) and licensee(s) will be paid by Buyer.

113 15. CIVIL RIGHTS ACTS

114 Federal and state laws make it illegal for a seller, broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX,
115 DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE
116 OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN
117 INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit
118 amounts, or as reasons for any decision relating to the sale or rental of property.

119 16. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW)

120 The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. §9791 et seq.) providing
121 for community notification of certain convicted sex offenders. Buyers are encouraged to contact the municipal police department or
122 the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the infor-
123 mation on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.

124 17. BUYER INSPECTIONS

125 (A) Unless Buyer and a seller agree otherwise, real estate is sold **IN ITS PRESENT CONDITION**. It is Buyer's responsibility to
126 determine whether the condition of the property is satisfactory. **Buyer is advised to carry out an inspection**, at Buyer's expense,
127 by qualified professionals to determine the condition of the structure or its components. Areas of concern may include, but are not
128 limited to: electrical; plumbing; heating, ventilating and air conditioning; appliances and fixtures; water infiltration; basement;
129 roof; property boundaries; asbestos, mold and indoor air quality, carbon monoxide, radon, and environmental hazards or sub-
130 stances; wood-destroying insect infestation; on-site water service and/or sewage system; property insurance; deeds, restrictions
131 and zoning; and lead-based paint. Buyer should discuss inspections and any special needs with Licensee.

132 (B) Buyer is advised that information regarding properties considered for purchase by Buyer has been provided by a seller or a seller's
133 broker. Such information may include, but is not limited to, the information on the Seller's Property Disclosure Statement, including
134 environmental conditions; MLS information, including information regarding restrictions, taxes, assessments, association fees, zon-
135 ing restrictions, dimensions, boundaries (if identified); and marketing information. Unless otherwise noted, Broker has not verified
136 the accuracy of this information, and Buyer is advised to investigate its accuracy.

137 18. RECOVERY FUND

138 Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment)
139 against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays
140 persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call
141 (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

142 19. SPECIAL CLAUSES

143 A. The following are part of this Buyer Agency Contract if checked:

- 144 Single Agency Addendum (PAR Form SA)
- 145 _____
- 146 _____

147 B. Additional Terms:

148
149
150 Buyer has read and received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

151 Buyer has read the entire Contract before signing. Buyer must sign this Contract.

152 If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker a copy of all Loan Estimate(s) and Closing
153 Disclosure(s) upon receipt. Buyer gives permission for Broker to send information about this transaction to Buyer's fax number(s)
154 and/or e-mail address(es) listed.

155 Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures
156 of all parties, constitutes acceptance by the parties.

157 This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and which counter-
158 parts together shall constitute one and the same Agreement of the Parties.

159 NOTICE BEFORE SIGNING: IF BUYER HAS LEGAL QUESTIONS, BUYER IS ADVISED TO CONSULT A PENNSYLVANIA REAL
160 ESTATE ATTORNEY.

161 BUYER _____ DATE _____

162 BUYER _____ DATE _____

163 BUYER _____ DATE _____

164 BROKER (COMPANY) _____

165 ACCEPTED ON BEHALF OF BROKER BY _____ DATE _____

NON-EXCLUSIVE BUYER (TENANT) AGENCY

NBA

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

Note: The terms "buyer," "seller," and "buy" also will be construed to mean "tenant," "landlord," and "rent," respectively, throughout this agreement.

1 Broker (Company) _____ Licensee(s) (Name) _____
2 _____
3 Company Address _____ Direct Phone(s) _____
4 _____ Cell Phone(s) _____
5 Company Phone _____ Company Fax _____
6 Company Fax _____ Email _____

7 BUYER _____

9 BUYER'S MAILING ADDRESS _____

11 PHONE _____ FAX _____

12 E-MAIL _____

13 Buyer understands that this Buyer Agency Contract is between Broker and Buyer.

14 Does Buyer have a Buyer Agency Contract with another Broker? Yes No

15 If yes, explain: _____

16 Broker will be Buyer's Agent for properties introduced or shown to Buyer by Broker under the terms agreed to below.

17 1. STARTING & ENDING DATES OF NON-EXCLUSIVE BUYER AGENCY CONTRACT (ALSO CALLED "TERM")

18 This agreement applies to properties introduced or shown to Buyer by Broker or to any property that Buyer chooses to buy as a result
19 of Broker's efforts. Buyer is not obligated to a Term, nor are Broker and Buyer obligated to work with each other. This Contract starts
20 when signed by Buyer and Broker, unless otherwise stated here: _____

21 2. BROKER'S FEE

22 It is Broker's policy to accept compensation offered by the listing broker and/or the seller. Broker may be paid a fee that is a percentage
23 of the purchase price (or in the case of a lease, a percentage of the total amount of rent due over the term of the lease). Even though
24 Broker's Fee may be paid by a seller or listing broker, Broker will continue to represent the interests of Buyer. Broker may not charge
25 a direct fee to Buyer without a signed written agreement. Buyer is advised contacting a listing broker or seller directly may com-
26 promise Broker's ability to earn a compensation from a listing broker and could result in Buyer's obligation to pay a fee to Broker.

27 3. DUAL AGENCY

28 Buyer agrees that Broker and Broker's Licensee(s) stated above may also represent the seller(s) of the property Buyer might buy. A
29 Broker is a Dual Agent when a Broker represents both Buyer and a seller in the same transaction. A Licensee is a Dual Agent when a
30 Licensee represents Buyer and a seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are sep-
31 arate Designated Agents for Buyer and a seller. If the same Licensee is designated for Buyer and a seller, the Licensee is a Dual Agent.
32 Buyer understands that Broker is a Dual Agent when Buyer is viewing properties listed by Broker.

33 4. DESIGNATED AGENCY

34 Designated Agency is applicable, unless checked below. Broker designates the Licensee(s) stated above to exclusively represent the
35 interests of Buyer. If Licensee is also the Seller's Agent, then Licensee is a DUAL AGENT.

36 Designated Agency is not applicable.

37 5. TRANSFER OF THIS AGREEMENT

38 Buyer agrees that Broker may transfer this Contract to another broker when:

- 39 (1) Broker stops doing business, OR
40 (2) Broker forms a new real estate business, OR
41 (3) Broker joins his business with another.

42 Broker will notify Buyer immediately in writing if Broker transfers this Contract to another broker. Buyer will follow all requirements
43 of this Contract with the new broker.

44 6. CONFIDENTIALITY

45 Buyer understands that sellers or sellers' representatives might not treat the existence, terms or conditions of any offer as confidential
46 unless there is a confidentiality agreement between Buyer and the seller.

47 7. BROKER'S SERVICES TO SELLER

48 Broker may provide services to a seller for which Broker may accept a fee. Such services may include, but are not limited to, listing
49 property for sale; representing the Seller as Seller Agent; deed/document preparation; ordering certifications required for closing; finan-
50 cial services; title transfer and preparation services; ordering insurance, construction, repair, or inspection services.

51 Buyer Initials: _____

NBA Page 1 of 2

Broker/Licensee Initials: _____

52 **8. OTHER BUYERS**

53 Broker/Licensee may show the same properties to other buyers and may represent those buyers in attempts to purchase the same prop-
54 erty.

55 **9. ENTIRE CONTRACT**

56 This Contract is the entire agreement between Broker and Buyer. Any verbal or written agreements that were made before are not a
57 part of this Contract.

58 **10. CONFLICT OF INTEREST**

59 A *conflict of interest* is when Broker or Licensee has financial or personal interest in the property where Broker or Licensee cannot put
60 Buyer's interest before any other. If Broker, or any of Broker's licensees, has a *conflict of interest*, Broker will notify Buyer in a timely
61 manner.

62 **11. DEPOSIT MONEY**

63 (A) Broker will keep (or will give to the listing broker, who will keep) all deposit monies that Broker/Licensee receives in an escrow account
64 as required by the real estate licensing laws and regulations until the sale is completed or an agreement of sale is terminated, or the
65 terms of a prior written agreement between the Buyer and a seller have been met. Buyer and Seller may name a non-licensee as
66 the escrow holder, in which case the escrow holder will be bound by the terms of the escrow agreement, not by the Real Estate
67 Licensing and Registration Act.

68 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to
69 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:

- 70 1. If an agreement of sale is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
71 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
- 72 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing
73 Broker how to distribute some or all of the deposit monies.
- 74 3. According to the terms of a final order of court.
- 75 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
76 deposit monies if there is a dispute between the parties that is not resolved.

77 (C) Buyer agrees that if Buyer names Broker or Broker's licensee(s) in litigation regarding deposit monies, the attorneys' fees and costs
78 of the Broker(s) and licensee(s) will be paid by Buyer.

79 **12. ADDITIONAL TERMS**

80 _____
81 _____
82 _____

83 **Buyer has read and received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.**

84 **If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker a copy of all Loan Estimate(s) and Closing**
85 **Disclosure(s) upon receipt. Buyer gives permission for Broker to send information about this transaction to Buyer's fax num-**
86 **ber(s) and/or e-mail address(es) listed.**

87 **Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures**
88 **of all parties, constitutes acceptance by the parties.**

89 **This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and which counter-**
90 **parts together shall constitute one and the same Agreement of the Parties.**

91 **NOTICE BEFORE SIGNING: IF BUYER HAS LEGAL QUESTIONS, BUYER IS ADVISED TO CONSULT A PENNSYLVANIA REAL**
92 **ESTATE ATTORNEY.**

93 **BUYER** _____ **DATE** _____

94 **BUYER** _____ **DATE** _____

95 **BUYER** _____ **DATE** _____

96 **BROKER (Company Name)** _____

97 **ACCEPTED ON BEHALF OF BROKER BY** _____ **DATE** _____

98 **THIS IS A MEMORANDUM OF AN ORAL BUYER AGENCY AGREEMENT (check if applicable).**
 99 This agreement was reached orally between Broker and _____ (Buyer) on _____ (date)
 100 with a copy provided to Buyer. This document serves as a written memorandum of the terms of the agreement. Because it is an oral
 101 agreement, no signatures are required. By allowing Broker to show Buyer properties, Buyer agrees to the terms of this agreement.

NOTICES TO BUYERS

Buyer acknowledges that Buyer has received and understands the **Consumer Notice adopted by the Pennsylvania State Real Estate Commission at 49 Pa. Code §35.336. The Consumer Notice, including the duties, definitions of business relationships, and statements identifying cooperation with other brokers, possibilities of dual agency and designated agency stated therein, and notice of the Real Estate Recovery Fund and zoning classification, are incorporated here as part of this disclosure as though written here in their entirety.**

The terms and length of the business relationship, the fees, and the range of services that Broker will provide have been determined as a result of negotiations between Broker and Buyer and have not been set or recommended by any association of REALTORS®.

CIVIL RIGHTS ACTS Federal and state laws make it illegal for a seller, broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY 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 or rental of property.

EXPERTISE OF REAL ESTATE AGENTS Pennsylvania Real Estate Agents are required to be licensed by the Commonwealth of Pennsylvania and are obligated to disclose adverse factors about a property that are reasonably apparent to someone with expertise in the marketing of real property.

- (A) If Buyer wants information regarding specific conditions or components of the property which are outside the Agent's expertise, the advice of the appropriate professional should be sought.
- (B) If Buyer wants financial, legal, or any other advice, Buyer is encouraged to seek the services of an accountant, lawyer, or other appropriate professional.

NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa. C.S. §9791 et seq.) providing for community notification of certain convicted sex offenders. Buyers are encouraged to contact the municipal police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.

BUYER INSPECTIONS

- (A) **Buyer is advised to carry out an inspection for any property Buyer might buy.** Buyer should discuss inspections and any special needs with Licensee. Unless Buyer and the seller agree otherwise, real estate is sold **IN ITS PRESENT CONDITION**. It is Buyer's responsibility to determine whether the condition of the property is satisfactory. Buyer may request that the property be inspected, at Buyer's expense, by qualified professionals to determine the condition of the structure or its components. Areas of concern may include, but are not limited to: electrical; plumbing; heating, ventilating and air conditioning; appliances and fixtures; water infiltration; basement; roof; property boundaries; asbestos, mold and indoor air quality, carbon monoxide, radon, and environmental hazards or substances; wood-destroying insect infestation; on-site water service and/or sewage system; property insurance; deeds, restrictions and zoning; and lead-based paint.
- (B) Buyer is advised that information regarding properties considered for purchase by Buyer has been provided by the seller or seller's broker. Such information may include, but is not limited to, the information on the Seller's Property Disclosure Statement, including environmental conditions; MLS information, including information regarding restrictions, taxes, assessments, association fees, zoning restrictions, dimensions, boundaries (if identified); and marketing information. Unless otherwise noted, Broker has not verified the accuracy of this information, and Buyer is advised to investigate its accuracy.

RECOVERY FUND

Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment) against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1	Broker (Company) _____	Licensee(s) (Name) _____
2	_____	_____
3	Company Address _____	Direct Phone(s) _____
4	_____	Cell Phone(s) _____
5	Company Phone _____	Fax _____
6	Company Fax _____	Email _____

7 **PROPERTY**

8 Address _____ ZIP _____

9 Municipality (city, borough, township) _____

10 County _____ School District _____

11 Zoning _____

12 Present Use _____

13 Identification (For example, Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date) _____

14 _____

15 **SELLER** _____

16 _____

17 **SELLER'S MAILING ADDRESS** _____

18 _____

19 **PHONE** _____ **FAX** _____

20 **E-MAIL** _____

21 **Does Seller have a Listing Contract for this Property with another Broker?** Yes No

22 **If yes, explain:** _____

23 **BUYER** _____

24 _____

25 **BUYER'S MAILING ADDRESS** _____

26 _____

27 **PHONE** _____ **FAX** _____

28 **E-MAIL** _____

29 **Does Buyer have a Buyer Agency Contract for this Property with another Broker?** Yes No

30 **If yes, explain:** _____

31 Broker is a Transaction Licensee for the Buyer and Seller. A Transaction Licensee provides real estate services without having any
32 agency relationship with a consumer.

33 **1. STARTING & ENDING DATES OF TRANSACTION LICENSEE CONTRACT (ALSO CALLED "TERM")**

34 (A) No Association of REALTORS® has set or recommended the term of this contract. Broker/Licensee and Seller have discussed
35 and agreed upon the term of this Contract.

36 (B) This Contract starts when signed by Broker, Buyer and Seller and ends at settlement.

37 **2. BROKER'S FEE FROM BUYER**

38 (A) No Association of REALTORS® has set or recommended the Broker's Fee. Broker and Buyer have negotiated the fee that
39 Buyer will pay Broker.

40 (B) Broker's Fee From Buyer is _____ % of the sale price, OR \$ _____, whichever is greater,
41 AND \$ _____, paid by Buyer to Broker as follows:

- 42 1. \$ _____ is earned and due (non-refundable) at signing of this Contract, payable to Broker.
- 43 2. Buyer will pay the balance of Broker's Fee From Buyer at settlement.

44 **3. BROKER'S FEE FROM SELLER**

45 (A) No Association of REALTORS® has set or recommended the Broker's Fee. Broker and Seller have negotiated the fee that Seller
46 will pay Broker.

47 **Buyer Initials:** _____ **Broker/Licensee Initials:** _____ **Seller Initials:** _____

- 48 (B) Broker's Fee From Seller is _____ % of the sale price, OR \$ _____, whichever is greater,
49 AND \$ _____, paid by Seller to Broker as follows:
50 1. \$ _____ is earned and due (non-refundable) at signing of this Contract, payable to Broker.
51 2. Seller will pay the balance of Broker's Fee From Seller at settlement.

52 **4. DUTIES OF BROKER, BUYER AND SELLER**

- 53 (A) Broker is acting as a Transaction Licensee, as described in the Consumer Notice. A transaction licensee has no duty of loyalty
54 or confidentiality to Buyer or Seller, but is prohibited from disclosing that: the Seller will accept a price less than the asking/list-
55 ing price; the Buyer will pay a price greater than the price submitted in the written offer; or the Seller or Buyer will agree to fi-
56 nancing terms other than those offered.
57 (B) Buyer and Seller will cooperate with Broker and assist in the sale of the Property as asked by Broker.
58 (C) If the Property, or any part of it, is currently rented, Seller will give any leases to Broker before signing this Contract. If any
59 leases are oral, Seller will provide a written summary of the terms, including amount of rent, ending date, and tenant's respon-
60 sibilities.

61 **5. BROKER'S SERVICE TO BUYER AND SELLER**

62 Broker may provide additional services to the parties for which Broker may accept a fee. Such services may include, but are not lim-
63 ited to: document preparation; ordering certifications required for closing; financial services; title transfer and preparation services;
64 ordering insurance, construction, repair, or inspection services.

65 **6. BROKER NOT RESPONSIBLE FOR DAMAGES**

66 Buyer and Seller agree that Broker and Broker's Licensee(s) are not responsible for any damage to the Property or any loss or theft
67 of personal goods from the Property unless such damage, loss or theft is solely and directly caused by Broker or Broker's Licensee(s).

68 **7. SELLER WILL REVEAL DEFECTS AND ENVIRONMENTAL HAZARDS**

- 69 (A) Seller (including Sellers exempt from the Real Estate Seller's Disclosure Law) will disclose all known material defects and/or
70 environmental hazards on a separate disclosure statement. A material defect is a problem with a residential real property or any
71 portion of it that:
72 1. would have a significant adverse impact on the value of the property; or
73 2. involves an unreasonable risk to people on the property.
74 (B) If Seller fails to tell of known material defects and/or environmental hazards:
75 1. Seller will not hold Broker or Licensee responsible in any way;
76 2. Seller will protect Broker and Licensee from any claims, lawsuits, and actions that result;
77 3. Seller will pay all of Broker's and Licensee's costs that result, including attorneys' fees and court-ordered payments or set-
78 tlements (money Broker or Licensee pays to end a lawsuit or claim).

79 **8. DEPOSIT MONEY**

- 80 (A) Broker, if named in an agreement of sale, will keep all deposit monies paid by or for the buyer in an escrow account until the
81 sale is completed, the agreement of sale is terminated, or the terms of a prior written agreement between the buyer and Seller
82 have been met. This escrow account will be held as required by real estate licensing laws and regulations. Buyer and Seller may
83 name a non-licensee as the escrow holder, in which case the escrow holder will be bound by the terms of the escrow agreement,
84 if any, not by the Real Estate Licensing and Registration Act. Seller agrees that the person keeping the deposit monies may wait
85 to deposit any uncashed check that is received as deposit money until Seller has accepted an offer.
86 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to
87 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
88 1. If an agreement of sale is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A writ-
89 ten agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
90 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, direct-
91 ing Broker how to distribute some or all of the deposit monies.
92 3. According to the terms of a final order of court.
93 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
94 deposit monies if there is a dispute between the parties that is not resolved.
95 (C) Seller agrees that if Seller names Broker or Broker's licensee(s) in litigation regarding deposit monies, the attorneys' fees and
96 costs of the Broker(s) and licensee(s) will be paid by Seller.

97 **9. RECOVERY FUND**

98 Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment)
99 against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund re-
100 pays persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund,
call (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

101 **Buyer Initials:** _____

Broker/Licensee Initials: _____

Seller Initials: _____

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10. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA

Federal and state laws make it illegal for a seller, a broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY 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.

11. ENTIRE CONTRACT

This Contract is the entire agreement between Broker, Buyer and Seller. Any verbal or written agreements that were made before are not a part of this Contract.

12. CHANGES TO THIS CONTRACT

All changes to this Contract must be in writing and signed by Broker, Buyer and Seller.

13. PUBLICATION OF SALE PRICE

Buyer and Seller are aware that the Multiple Listing Service (MLS), newspapers, Web Sites, and other media may publish the final sale price of the Property.

14. SPECIAL INSTRUCTIONS

The Office of the Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special conditions or additional terms in this Contract must comply with the Pennsylvania Plain Language Consumer Contract Act.

Buyer and Seller have read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

Buyer and Seller have read the entire Contract before signing. Buyer and Seller must sign this Contract.

Buyer and Seller give permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es) listed.

Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures of all parties, constitutes acceptance by the parties.

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parties.

NOTICE BEFORE SIGNING: IF BUYER OR SELLER HAS LEGAL QUESTIONS, CONSULT A PENNSYLVANIA REAL ESTATE ATTORNEY.

SELLER _____ **DATE** _____

SELLER _____ **DATE** _____

SELLER _____ **DATE** _____

BUYER _____ **DATE** _____

BUYER _____ **DATE** _____

BUYER _____ **DATE** _____

BROKER (COMPANY) _____

ACCEPTED ON BEHALF OF BROKER BY _____ **DATE** _____

Can I Cross That Out? - Page 36
STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

ASR

PARTIES	
BUYER(S): _____ _____ _____ BUYER'S MAILING ADDRESS: _____ _____ _____	SELLER(S): _____ _____ _____ SELLER'S MAILING ADDRESS: _____ _____ _____

PROPERTY
ADDRESS (including postal city) _____, ZIP _____, in the municipality of _____, County of _____, in the School District of _____, in the Commonwealth of Pennsylvania. Tax ID #(s): _____ and/or Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): _____

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Buyer is not represented by a broker)	
Broker (Company) _____ Company License # _____ Company Address _____ Company Phone _____ Company Fax _____ Broker is (check only one): <input type="checkbox"/> Buyer Agent (Broker represents Buyer only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) _____ State License # _____ Direct Phone(s) _____ Cell Phone(s) _____ Email _____ Licensee(s) is (check only one): <input type="checkbox"/> Buyer Agent (all company licensees represent Buyer) <input type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)	

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Seller is not represented by a broker)	
Broker (Company) _____ Company License # _____ Company Address _____ Company Phone _____ Company Fax _____ Broker is (check only one): <input type="checkbox"/> Seller Agent (Broker represents Seller only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) _____ State License # _____ Direct Phone(s) _____ Cell Phone(s) _____ Email _____ Licensee(s) is (check only one): <input type="checkbox"/> Seller Agent (all company licensees represent Seller) <input type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)	

DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.

By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Buyer Initials: _____ / _____

ASR Page 1 of 13

Seller Initials: _____ / _____

1. **By this Agreement**, dated _____, Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

2. **PURCHASE PRICE AND DEPOSITS (4-14)**

(A) Purchase Price \$ _____ (_____ U.S. Dollars), to be paid by Buyer as follows:

- 1. Initial Deposit, within _____ days (5 if not specified) of Execution Date, if not included with this Agreement: \$ _____
2. Additional Deposit within _____ days of the Execution Date: \$ _____
3. _____ \$ _____

Remaining balance will be paid at settlement.

(B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer within 30 days of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by personal check.

(C) Deposits, regardless of the form of payment, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: _____), who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.

3. **SELLER ASSIST (If Applicable) (1-10)**

Seller will pay \$ _____ or _____ % of Purchase Price (0 if not specified) toward Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by mortgage lender.

4. **SETTLEMENT AND POSSESSION (4-14)**

(A) Settlement Date is _____, or before if Buyer and Seller agree.

(B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless Buyer and Seller agree otherwise.

(C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable: current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be prorated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:

(D) For purposes of prorating real estate taxes, the "periods covered" are as follows:

- 1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.
2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31. School tax bills for all other school districts are for the period from July 1 to June 30.

(E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____

(F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____

(G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property is subject to a lease.

(H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.

[] Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.

5. **DATES/TIME IS OF THE ESSENCE (1-10)**

(A) Written acceptance of all parties will be on or before: _____

(B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the essence and are binding.

(C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be initialed and dated.

(D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.

(E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable to all parties, except where restricted by law.

6. ZONING (4-14)

Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdividable} is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

Zoning Classification, as set forth in the local zoning ordinance: _____

7. FIXTURES AND PERSONAL PROPERTY (1-17)

(A) INCLUDED in this sale, unless otherwise stated, are all existing items permanently installed in or on the Property, free of liens, and other items including plumbing; heating; gas fireplace logs; radiator covers; lighting fixtures (including chandeliers and ceiling fans); pools, spas and hot tubs (including covers and cleaning equipment); electric animal fencing systems (excluding collars); garage door openers and transmitters; television antennas; mounting brackets and hardware for television and sound equipment; unpotted shrubbery, plantings and trees; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences; mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware (including rods and brackets), shades and blinds; awnings; central vacuum system (with attachments); built-in air conditioners; built-in appliances; the range/oven; dishwashers; trash compactors; any remaining heating and cooking fuels stored on the Property at the time of settlement; and, if owned, water treatment systems, propane tanks, satellite dishes and security systems. Unless stated otherwise, the following items are included in the sale, but not in the Purchase Price: _____

(B) The following items are LEASED (not owned by Seller). Contact the provider/vendor for more information (e.g., water treatment systems, propane tanks, satellite dishes and security systems): _____

(C) EXCLUDED fixtures and items: _____

8. MORTGAGE CONTINGENCY (9-16)

WAIVED. This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the parties may include an appraisal contingency.

ELECTED.

(A) This sale is contingent upon Buyer obtaining mortgage financing according to the following terms:

First Mortgage on the Property	Second Mortgage on the Property
Loan Amount \$ _____	Loan Amount \$ _____
Minimum Term _____ years	Minimum Term _____ years
Type of mortgage _____	Type of mortgage _____
For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____%	For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____%
Mortgage lender _____	Mortgage lender _____
Interest rate _____%; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____%.	Interest rate _____%; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____%.
Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____% (0% if not specified) of the mortgage loan.	Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____% (0% if not specified) of the mortgage loan.

(B) Upon receiving documentation demonstrating lender's approval, whether conditional or outright, of Buyer's mortgage application(s) according to the terms set forth above, Buyer will promptly deliver a copy of the documentation to Seller, but in any case no later than _____.

1. If Seller does not receive a copy of the documentation demonstrating lender's conditional or outright approval of Buyer's mortgage application(s) by the date indicated above, Seller may terminate this Agreement by written notice to Buyer. Seller's right to terminate continues until Buyer delivers documentation demonstrating lender's conditional or outright approval of Buyer's mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer must continue to make a good faith effort to obtain mortgage financing.

2. Seller may terminate this Agreement by written notice to Buyer after the date indicated above if the documentation demonstrating lender's conditional or outright approval of Buyer's mortgage application(s):

- a. Does not satisfy the terms of Paragraph 8(A), OR
- b. Contains any condition not specified in this Agreement (e.g., Buyer must settle on another property, an appraisal must be received by the lender, or the approval is not valid through the Settlement Date) that is not satisfied and/or removed in writing by the mortgage lender(s) within 7 DAYS after the date indicated in Paragraph 8(B), or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).

3. If this Agreement is terminated pursuant to Paragraphs 8(B)(1) or (2), or the mortgage loan(s) is not obtained for settlement, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 and this Agreement will be VOID. Buyer will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).

Buyer Initials: _____ / _____

Seller Initials: _____ / _____

- (C) The Loan-To-Value ratio (LTV) is used by lenders as one tool to help assess their potential risk of a mortgage loan. A particular LTV may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a specific level. The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan. The appraised value is determined by an independent appraiser, subject to the mortgage lender’s underwriter review, and may be higher or lower than the Purchase Price and/or market price of the property.
- (D) The interest rate(s) and fee(s) provisions in Paragraph 8(A) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. If lender(s) gives Buyer the right to lock in the interest rate(s), Buyer will do so at least 15 days before Settlement Date. Buyer gives Seller the right, at Seller’s sole option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.
- (E) Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage application (including payment for and ordering of credit reports without delay) for the mortgage terms and to the mortgage lender(s) identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer’s choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process. Broker for Seller, if any, is permitted to contact the mortgage lender(s) at any time to determine the status of the mortgage loan application.
- (F) **Buyer will be in default of this Agreement if Buyer furnishes false information** to anyone concerning Buyer’s financial and/or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and ordering of appraisal without delay), fails to lock in interest rate(s) as stated in Paragraph 8(D), or otherwise causes the lender to reject, or refuse to approve or issue, a mortgage loan commitment.
- (G) If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller’s expense.
 1. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.
 2. If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will, within 5 DAYS, notify Seller of Buyer’s choice to:
 - a. Make the repairs/improvements at Buyer’s expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OR
 - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 8(G)(2) or fails to terminate this Agreement by written notice to Seller within that time, **Buyer will accept the Property**, make the required repairs/improvements at Buyer’s expense and agree to the RELEASE in Paragraph 28 of this Agreement.

FHA/VA, IF APPLICABLE

- (H) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ _____ (the Purchase Price as stated in this Agreement). Buyer will have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

Warning: Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration Transactions, provides, “Whoever for the purpose of . . . influencing in any way the action of such Department, makes, passes, utters or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not more than two years, or both.”
- (I) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer’s Acknowledgement**
 - Buyer has received the HUD Notice “For Your Protection: Get a Home Inspection.” Buyer understands the importance of getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that FHA will not perform a home inspection nor guarantee the price or condition of the Property.
- (J) **Certification** We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

9. CHANGE IN BUYER’S FINANCIAL STATUS (4-14)

In the event of a change in Buyer’s financial status affecting Buyer’s ability to purchase, Buyer shall promptly notify Seller and lender(s) to whom the Buyer submitted a mortgage application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change in employment; failure or loss of sale of Buyer’s home; Buyer’s having incurred a new financial obligation; entry of a judgment against Buyer. **Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer’s ability to purchase.**

192 10. SELLER REPRESENTATIONS (4-14)

193 (A) Status of Water

194 Seller represents that the Property is served by:

- 195 Public Water Community Water On-site Water None _____

196 (B) Status of Sewer

197 1. Seller represents that the Property is served by:

- 198 Public Sewer Community Sewage Disposal System Ten-Acre Permit Exemption (see Sewage Notice 2)
199 Individual On-lot Sewage Disposal System (see Sewage Notice 1) Holding Tank (see Sewage Notice 3)
200 Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
201 None (see Sewage Notice 1) None Available/Permit Limitations in Effect (see Sewage Notice 5)
202 _____

203 2. Notices Pursuant to the Pennsylvania Sewage Facilities Act

204 **Notice 1: There is no currently existing community sewage system available for the subject property.** Section 7 of the
205 Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter,
206 repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a
207 permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with
208 administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The
209 local agency charged with administering the Act will be the municipality where the Property is located or that municipality
210 working cooperatively with others.

211 **Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption provisions**
212 **of Section 7 of the Pennsylvania Sewage Facilities Act.** (Section 7 provides that a permit may not be required before installing,
213 constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre
214 parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted
215 and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction
216 may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

217 **Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a water**
218 **carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another site.**
219 Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank
220 from the date of its installation or December 14, 1995, whichever is later.

221 **Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the dis-**
222 **tance specified by regulation.** The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances
223 provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water
224 supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the hori-
225 zontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the
226 absorption area shall be 100 feet.

227 **Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations.** Sewage facilities
228 are not available for this lot and construction of a structure to be served by sewage facilities may not begin until the municipality com-
229 pletes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations promulgated thereunder.

230 (C) Historic Preservation

231 Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____

232 (D) Land Use Restrictions

233 1. Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the
234 following Act(s) (see Notices Regarding Land Use Restrictions below):

- 235 Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. § 901 et seq.)
236 Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)
237 Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
238 Conservation Reserve Program (16 U.S.C. § 3831 et seq.)
239 Other
240 _____

241 2. Notices Regarding Land Use Restrictions

242 a. **Pennsylvania Right-To-Farm Act:** The property you are buying may be located in an area where agricultural operations
243 take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits
244 circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.

245 b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assess-
246 ment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution
247 of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that
248 may result in the future as a result of any change in use of the Property or the land from which it is being separated.

249 c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water
250 supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open
251 space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that
252 the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific
253 termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply
254 from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the
255 Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.

d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer has been advised of the need to determine the restrictions on development of the Property and the term of any contract now in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.

(E) **Real Estate Seller Disclosure Law**

Generally, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved. Disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

(F) **Public and/or Private Assessments**

1. Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority (excluding assessed value) has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: _____
2. Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____

(G) **Highway Occupancy Permit**

Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

11. WAIVER OF CONTINGENCIES (9-05)

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, **Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.**

12. BUYER'S DUE DILIGENCE/INSPECTIONS (9-16)

(A) **Rights and Responsibilities**

1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to surveyors, municipal officials, appraisers and inspectors. All parties and their real estate licensee(s) may attend any inspections.
2. Buyer may make two pre-settlement walk-through inspections of the Property. Buyer's right to these inspections is not waived by any other provision of this Agreement.
3. **Seller will have heating and all utilities (including fuel(s)) on for all inspections/appraisals.**
4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.
5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared. Unless otherwise stated, Seller does not have the right to receive a copy of any lender's appraisal report.

(B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly licensed or otherwise qualified professionals. All inspections shall be non-invasive, unless otherwise agreed in writing. If the same inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 12(D) for Notices Regarding Property and Environmental Inspections)

(C) For elected Inspection(s), Buyer will, within the Contingency Period stated in Paragraph 13(A), complete Inspections, obtain any Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a written corrective proposal to Seller, according to the terms of Paragraph 13(B).

Home/Property Inspections and Environmental Hazards (mold, etc.)

Elected	Buyer may conduct an inspection of the Property's structural components; roof; exterior windows and exterior doors; exterior building material, fascia, gutters and downspouts; swimming pools, hot tubs and spas; appliances; electrical systems; interior and exterior plumbing; public sewer systems; heating and cooling systems; water penetration; electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environmental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer may select. If Buyer elects to have a home inspection of the Property, as defined in the Home Inspection Law, the home inspection must be performed by a full member in good standing of a national home inspection association, or a person supervised by a full member of a national home inspection association, in accordance with the ethical standards and code of conduct or practice of that association, or by a properly licensed or registered engineer or architect. (See Notices Regarding Property & Environmental Inspections)	Waived
_____/_____		_____/_____

Wood Infestation

Elected	Buyer may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as a wood-destroying pests pesticide applicator and will deliver it and all supporting documents and drawings provided by the inspector to Seller. The Report is to be made satisfactory to and in compliance with applicable laws, mortgage lender requirements, and/or Federal Insuring and Guaranteeing Agency requirements. The Inspection is to be limited to all readily-visible and accessible areas of all structures on the Property, except fences. If the Inspection reveals	Waived
_____/_____		_____/_____

active infestation(s), Buyer, at Buyer's expense, may obtain a Proposal from a wood-destroying pests pesticide applicator to treat the Property. If the Inspection reveals damage from active or previous infestation(s), Buyer may obtain a written Report from a professional contractor, home inspector or structural engineer that is limited to structural damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property.

Deeds, Restrictions and Zoning

Elected Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking) is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use: _____ **Waived** _____/_____

Water Service

Elected Buyer may obtain an Inspection of the quality and quantity of the water system from a properly licensed or otherwise qualified water/well testing company. If and as required by the inspection company, Seller, at Seller's expense, will locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement. **Waived** _____/_____

Radon

Elected Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental Protection Agency (EPA) advises corrective action if the average annual exposure to radon is equal to or higher than 0.02 working levels or 4 picoCuries/liter (4pCi/L). Radon is a natural, radioactive gas that is produced in the ground by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can increase the risk of lung cancer. Radon can find its way into any air-space and can permeate a structure. If a house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any person who tests, mitigates or safeguards a building for radon in Pennsylvania must be certified by the Department of Environmental Protection. Information about radon and about certified testing or mitigation firms is available through Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 783-3594. www.epa.gov **Waived** _____/_____

On-lot Sewage (If Applicable)

Elected Buyer may obtain an Inspection of the individual on-lot sewage disposal system from a qualified, professional inspector. If and as required by the inspection company, Seller, at Seller's expense, will locate, provide access to, and empty the individual on-lot sewage disposal system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement. See Paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection Contingency. **Waived** _____/_____

Property and Flood Insurance

Elected Buyer may determine the insurability of the Property by making application for property and casualty insurance for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with the insurer to assist in the insurance process. If the Property is located in a specially-designated flood zone, Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents regarding the need for flood insurance and possible premium increases. **Waived** _____/_____

Property Boundaries

Elected Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal description, certainty and location of boundaries and/or quantum of land. Most sellers have not had the Property surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical representations of size of property are approximations only and may be inaccurate. **Waived** _____/_____

Lead-Based Paint Hazards (For Properties built prior to 1978 only)

Elected Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct a risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. **Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard Reduction Act requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approved lead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along with a separate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and any lead-based paint records regarding the Property.** **Waived** _____/_____

Other

Elected _____ **Waived** _____/_____

The Inspections elected above do not apply to the following existing conditions and/or items: _____

(D) Notices Regarding Property & Environmental Inspections

1. **Exterior Building Materials:** Poor or improper installation of exterior building materials may result in moisture penetrating the surface of a structure where it may cause mold and damage to the building's frame.

- 2. **Asbestos:** Asbestos is linked with several adverse health effects, including various forms of cancer.
- 3. **Environmental Hazards:** The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsibility to dispose of them properly.
- 4. **Wetlands:** Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop the property would be affected or denied because of its location in a wetlands area.
- 5. **Mold, Fungi and Indoor Air Quality:** Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores, pollen and viruses) have been associated with allergic responses.
- 6. **Additional Information:** Inquiries or requests for more information about asbestos and other hazardous substances can be directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C. 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health, Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania Department of Health and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg, PA 17120, or by calling 1-877-724-3258.

13. INSPECTION CONTINGENCY (4-14)

- (A) The Contingency Period is ____ days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected in Paragraph 12(C).
- (B) Except as stated in Paragraph 13(C), if the result of any Inspection elected in Paragraph 12(C) is unsatisfactory to Buyer, Buyer will, **within the stated Contingency Period:**
 - 1. Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 - 2. **Terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement, OR
 - 3. **Present the Report(s) to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by Buyer.** The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the corrections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the corrections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal.
 - a. Following the end of the Contingency Period, Buyer and Seller will have ____ days (5 if not specified) for a Negotiation Period.
 - (1) During the Negotiation Period, Seller will either agree to satisfy all the terms of Buyer's Proposal or negotiate, by written or verbal communication, another mutually acceptable written agreement, providing for any repairs or improvements to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.
 - (2) If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement and the Negotiation Period ends.
 - b. If no mutually acceptable written agreement is reached, or if Seller fails to respond, during the Negotiation Period, within ____ days (2 if not specified) **following the end of the Negotiation Period**, Buyer will:
 - (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 - (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer and Seller do not reach a mutually acceptable written agreement, and Buyer does not terminate this Agreement by written notice to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement. Ongoing negotiations do not automatically extend the Negotiation Period.

- (C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within ____ days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to, the name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected completion date for corrective measures. Within 5 DAYS of receiving Seller's Proposal, or **if no Proposal is provided within the stated time**, Buyer will notify Seller in writing of Buyer's choice to:
 - 1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 - 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement, OR
 - 3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 28 of this Agreement. If required by any mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property given by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct the defects, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 13(C) **or fails to terminate** this Agreement by written notice to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement.

14. REAL ESTATE TAXES AND ASSESSED VALUE (4-14)

In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a prop-

erty at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax.

15. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (4-14)

(A) In the event any notices of public and/or private assessments as described in Paragraph 10(F) (excluding assessed value) are received after Seller has signed this Agreement and before settlement, Seller will within 5 DAYS of receiving the notices and/or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

- 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 28 of this Agreement, OR
b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(A)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

(B) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.

- 1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a copy of the notice to Buyer and notify Buyer in writing that Seller will:
a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
(1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OR
(2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(B)(1)(b) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the terms of the notice provided by the municipality.

- 2. If Seller denies Buyer permission to make the required repairs/improvements, or does not provide Buyer access before Settlement Date to make the required repairs/improvements, Buyer may, within 5 DAYS, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.
3. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph, Seller will perform all repairs/improvements as required by the notice at Seller's expense. Paragraph 15(B)(3) will survive settlement.

16. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) NOTICE (9-16)

(A) Property is NOT a Condominium or part of a Planned Community unless checked below.

- [] CONDOMINIUM. The Property is a unit of a condominium that is primarily run by a unit owners' association. Section 3407 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of the condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.
[] PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in Section 5407(a) of the Act.

(B) THE FOLLOWING APPLIES TO INITIAL SALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY:

If this is the first sale of the property after creation of the condominium or planned community (therefore a sale by the Declarant), Seller shall furnish Buyer with a Public Offering Statement no later than the date Buyer executes this Agreement. Buyer may void this Agreement within 15 days (if a condominium) or within 7 days (if part of a planned community) after receipt of the Public Offering Statement or any amendment to the Statement that materially and adversely affects Buyer. Upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.

(C) THE FOLLOWING APPLIES TO RESALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY:

- 1. Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.

- 2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the association in the Certificate.
- 3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer’s notice to Seller must be in writing; upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.
- 4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics’ lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender.

17. TITLES, SURVEYS AND COSTS (4-14)

- (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; easements of record; and privileges or rights of public service companies, if any.
- (B) Buyer is encouraged to obtain an owner’s title insurance policy to protect Buyer. An owner’s title insurance policy is different from a lender’s title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner’s title insurance policies come in standard and enhanced versions; **Buyer should consult with a title insurance agent about Buyer’s options.** Buyer agrees to release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner’s title insurance policy.
- (C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics’ lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer’s customary settlement costs and accruals.
- (D) Seller has the right, upon request, to receive a free copy of any title abstract for the Property from the party for whom it was prepared.
- (E) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.
- (F) In the event of a change in Seller’s financial status affecting Seller’s ability to convey title to the Property on or before the Settlement Date, or any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property.
- (G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 17(A), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 17(C) items (1), (2), (3) and in Paragraph 17(E).
- (H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated elsewhere in this Agreement.

Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this Agreement.

(I) **COAL NOTICE (Where Applicable)**

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) “Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966.” Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

(J) The Property is not a “recreational cabin” as defined in the Pennsylvania Construction Code Act unless otherwise stated here:

(K) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: _____

Private Transfer Fee Addendum (PAR Form PTF) is attached to and made part of this Agreement.

2. **Notices Regarding Private Transfer Fees:** In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as “a fee that is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer.” A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers.

18. MAINTENANCE AND RISK OF LOSS (1-14)

(A) Seller will maintain the Property (including, but not limited to, structures, grounds, fixtures, appliances, and personal property) specifically listed in this Agreement in its present condition, normal wear and tear excepted.

- 583 (B) If any part of the Property included in the sale fails before settlement, Seller will:
- 584 1. Repair or replace that part of the Property before settlement, OR
- 585 2. Provide prompt written notice to Buyer of Seller’s decision to:
- 586 a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender,
- 587 if any, OR
- 588 b. Not repair or replace the failed part of the Property, and not credit Buyer at settlement for the fair market value of the failed
- 589 part of the Property.
- 590 3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, **or if Seller**
- 591 **fails to notify Buyer of Seller’s choice**, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date,
- 592 whichever is earlier, that Buyer will:
- 593 a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
- 594 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 595 Paragraph 26 of this Agreement.

596 **If Buyer fails to respond** within the time stated in Paragraph 18(B)(3) **or fails to terminate** this Agreement by written notice

597 to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement.

- 598 (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not
- 599 replaced prior to settlement, Buyer will:
- 600 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
- 601 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 602 Paragraph 26 of this Agreement.

603 **19. HOME WARRANTIES (1-10)**

604 At or before settlement, either party may purchase a home warranty for the Property from a third-party vendor. Buyer and Seller under-

605 stand that a home warranty for the Property does not alter any disclosure requirements of Seller, will not cover or warrant any pre-

606 existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement regarding inspections or certifi-

607 cations that Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that a broker who recommends a home

608 warranty may have a business relationship with the home warranty company that provides a financial benefit to the broker.

609 **20. RECORDING (9-05)**

610 This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer

611 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

612 **21. ASSIGNMENT (1-10)**

613 This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable,

614 on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless oth-

615 erwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

616 **22. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)**

- 617 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the
- 618 laws of the Commonwealth of Pennsylvania.
- 619 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either
- 620 party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

621 **23. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (1-17)**

622 The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property

623 Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S.

624 real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons pur-

625 chasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required

626 to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. tax-

627 ation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/Buyer

628 you must find out if the transferor is a foreign person as defined by the Act. If the transferor is a foreign person and you fail to withhold,

629 you may be held liable for the tax.

630 **24. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (4-14)**

631 The Pennsylvania General Assembly has passed legislation (often referred to as “Megan’s Law,” 42 Pa.C.S. § 9791 et seq.) providing

632 for community notification of the presence of certain convicted sex offenders. **Buyers are encouraged to contact the municipal**

633 **police department or the Pennsylvania State Police** for information relating to the presence of sex offenders near a particular prop-

634 erty, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.

635 **25. REPRESENTATIONS (1-10)**

- 636 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their
- 637 licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this
- 638 Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations,
- 639 covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This
- 640 Agreement will not be altered, amended, changed or modified except in writing executed by the parties.
- 641 (B) Unless otherwise stated in this Agreement, **Buyer has inspected the Property** (including fixtures and any personal property
- 642 specifically listed herein) **before signing this Agreement or has waived the right to do so, and agrees to purchase the Property**
- 643 **IN ITS PRESENT CONDITION**, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that
- 644 Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the struc-
- 645 tural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of con-
- 646 ditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems con-
- 647 tained therein.

- 649 (C) Any repairs required by this Agreement will be completed in a workmanlike manner.
- 650 (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

651 **26. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (4-14)**

- 652 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all
- 653 deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID.
- 654 Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.
- 655 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to
- 656 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
- 657 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
- 658 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
- 659 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing
- 660 Broker how to distribute some or all of the deposit monies.
- 661 3. According to the terms of a final order of court.
- 662 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
- 663 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))
- 664 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved _____ days (180 if not
- 665 specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the
- 666 Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written
- 667 request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the sub-
- 668 ject of litigation or mediation. If Broker has received verifiable written notice of litigation prior to the receipt of Buyer's request for
- 669 distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and
- 670 Seller or a final court order. Buyer and Seller are advised to initiate litigation for any portion of the deposit monies prior to any dis-
- 671 tribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the
- 672 passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue
- 673 litigation even after a distribution is made.
- 674 (D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 26 or Pennsylvania
- 675 law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit
- 676 monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.
- 677 (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
- 678 1. Fail to make any additional payments as specified in Paragraph 2, OR
- 679 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's
- 680 legal or financial status, OR
- 681 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- 682 (F) **Unless otherwise checked in Paragraph 26(G)**, Seller may elect to retain those sums paid by Buyer, including deposit monies:
- 683 1. On account of purchase price, OR
- 684 2. As monies to be applied to Seller's damages, OR
- 685 3. As liquidated damages for such default.
- 686 (G) **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED**
- 687 **DAMAGES.**
- 688 (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 26(F) or (G), Buyer
- 689 and Seller are released from further liability or obligation and this Agreement is VOID.
- 690 (I) Brokers and licensees are not responsible for unpaid deposits.

691 **27. MEDIATION (1-10)**

692 Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies,

693 to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute

694 Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation sys-

695 tem offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be divided

696 equally among the parties and will be paid before the mediation conference. This mediation process must be concluded before any party

697 to the dispute may initiate legal proceedings in any courtroom, with the exception of filing a summons if it is necessary to stop any

698 statute of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding. Any agree-

699 ment to mediate disputes or claims arising from this Agreement will survive settlement.

700 **28. RELEASE (9-05)**

701 **Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFI-**

702 **CER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through**

703 **them, from any and all claims, losses or demands,** including, but not limited to, personal injury and property damage and all of the

704 consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-

705 based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system

706 or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the

707 terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to pur-

708 sue any remedies that may be available under law or equity. This release will survive settlement.

709 **29. REAL ESTATE RECOVERY FUND (9-05)**

710 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real

711 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been

712 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-

713 3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

715 **30. COMMUNICATIONS WITH BUYER AND/OR SELLER (1-10)**

- 716 (A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s)
- 717 and Closing Disclosure(s) upon receipt.
- 718 (B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be
- 719 satisfied by communication/delivery to the Broker for Buyer, if any, **except for documents required to be delivered pursuant to**
- 720 **Paragraph 16.** If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made
- 721 directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows
- 722 communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If
- 723 there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller,
- 724 unless otherwise agreed to by the parties.

725 **31. HEADINGS (4-14)**

726 The section and paragraph headings in this Agreement are for convenience only and are not intended to indicate all of the matter in the

727 sections which follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

728 **32. SPECIAL CLAUSES (1-10)**

729 (A) **The following are attached to and made part of this Agreement if checked:**

- 730 Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- 731 Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SPCM)
- 732 Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
- 733 Settlement of Other Property Contingency Addendum (PAR Form SOP)
- 734 Appraisal Contingency Addendum (PAR Form ACA)
- 735 Short Sale Addendum (PAR Form SHS)
- 736 _____
- 737 _____
- 738 _____

739 (B) **Additional Terms:**

745 Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

746 **This Agreement may be executed in one or more counterparts**, each of which shall be deemed to be an original and which counterparts

747 together shall constitute one and the same Agreement of the Parties.

748 **NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT.** Parties to this transaction are advised

749 to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

750 Return of this Agreement, and any addenda and amendments, including **return by electronic transmission**, bearing the signatures of all

751 parties, constitutes acceptance by the parties.

752 _____ / _____ Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

753 _____ / _____ Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

754 _____ / _____ Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money)

755 before signing this Agreement.

756 _____ / _____ Buyer has received the Lead-Based Paint Hazards Disclosure, which is attached to this Agreement of Sale. Buyer has

757 received the pamphlet Protect Your Family from Lead in Your Home (for properties built prior to 1978).

758 **BUYER** _____ **DATE** _____

759 **BUYER** _____ **DATE** _____

760 **BUYER** _____ **DATE** _____

761 Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.

762 Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

763 **SELLER** _____ **DATE** _____

764 **SELLER** _____ **DATE** _____

765 **SELLER** _____ **DATE** _____

DEPOSIT MONEY NOTICE TO BUYER (Prior to Delivery to Listing Broker)
(For cooperative sales when Broker for Seller is holding deposit money)

DMN

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 **PROPERTY** _____

2 **SELLER** _____

3 **BUYER** _____

4 **DATE OF AGREEMENT** _____

5 **LISTING BROKER (BROKER FOR SELLER)** _____

6 **SELLING BROKER** _____

- 7
- 8 1. Listing Broker is a Pennsylvania licensed real estate broker who is required to hold your sales deposit in escrow.
- 9 2. Selling Broker is accepting your deposit on behalf of and for transfer to the Listing Broker.
- 10 3. If the deposit is in the form of a check, the check must be made payable to the Listing Broker.
- 11 4. The Broker holding deposits will retain deposits in escrow until consummation or termination of the Agreement of Sale in con-
- 12 formity with all applicable laws and regulations.

13 **BUYER** _____ **DATE** _____

14 **BUYER** _____ **DATE** _____

15 **BUYER** _____ **DATE** _____

SAMPLE

BROKER'S DISCLOSURE ADDENDUM TO AGREEMENT OF SALE

BDA

(For use with an agreement of sale that was not created by the Pennsylvania Association of Realtors®)

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

- 1 PROPERTY
2 BUYER
3 SELLER

41. PURPOSE (7-10)

5 The Real Estate Licensing and Registration Act requires that brokers disclose specific information in a sales agreement in the manner
6 and method established by the State Real Estate Commission. This Addendum has been prepared to assure Broker's compliance with
7 the Act and the Rules and Regulations of the Commission.

82. CONSUMER NOTICE AND BUSINESS RELATIONSHIP (3-15)

9 (A) Buyer and Seller have received and understand the Consumer Notice adopted by the State Real Estate Commission at 49 Pa. Code
10 §35.336. The definitions of business relationships and the duties required of licensees as set forth in the Notice are incorporated
11 here as though written in their entirety.

(B) BUYER'S RELATIONSHIP WITH PA LICENSED BROKER
[] No Business Relationship (Buyer is not represented by a broker)
[] Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)
[] Buyer is represented by a broker
Broker is (check only one):
[] Buyer Agent (Broker represents Buyer only)
[] Dual Agent (See Paragraph (D), below)
Licensee(s) is (check only one):
[] Buyer Agent (all company licensees represent Buyer)
[] Buyer Agent with Designated Agency (only Licensee(s) named below represent Buyer)
[] Dual Agent (See Paragraph (D), below)
Complete if "Transaction Licensee" or "Buyer is represented by a broker" has been checked above:
Broker (Company) Licensee(s) (Name)
Company Address
Company Phone Direct Phone(s)
Company Fax Cell Phone(s)
Fax
Email

(C) SELLER'S RELATIONSHIP WITH PA LICENSED BROKER
[] No Business Relationship (Seller is not represented by a broker)
[] Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer), OR
[] Seller is represented by a broker
Broker is (check only one):
[] Seller Agent (Broker represents Seller only)
[] Dual Agent (See Paragraph (D), below)
Licensee(s) is (check only one):
[] Seller Agent (all company licensees represent Seller)
[] Seller Agent with Designated Agency (only Licensee(s) named below represent Seller)
[] Dual Agent (See Paragraph (D), below)
Complete if "Transaction Licensee" or "Seller is represented by a broker" has been checked above:
Broker (Company) Licensee(s) (Name)
Company Address
Company Phone Direct Phone(s)
Company Fax Cell Phone(s)
Fax
Email

(D) A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent. By signing this Agreement, Buyer and Seller acknowledge having been previously informed of, and consented to, dual agency, if applicable.

(E) Seller and Buyer agree that Broker has provided services in a manner consistent with the description of services and duties identified in the Consumer Notice.

51 Buyer Initials /

Seller Initials /

52 3. ZONING CLASSIFICATION (3-15)

53 Failure of the Agreement of Sale to contain the zoning classification (except in cases where the property {and each parcel thereof, if
54 subdividable} is zoned solely or primarily to permit single-family dwellings) will render the Agreement voidable at Buyer's option,
55 and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

56 Zoning Classification, as stated in the local zoning ordinance: _____

57 4. HIGHWAY OCCUPANCY PERMIT (7-10)

58 Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of
59 Transportation.

60 5. RELEASE (7-10)

61 Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any
62 OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or
63 through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and
64 all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects,
65 radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage
66 disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in
67 default under the terms of this Agreement, or in violation of any seller disclosure law or regulation, this release does not deprive Buyer
68 of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

69 6. REPRESENTATIONS (3-15)

70 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their
71 licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement.
72 This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants,
73 representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not
74 be altered, amended, changed or modified except in writing executed by the parties.

75 (B) Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal property specif-
76 ically listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase the Property IN
77 ITS PRESENT CONDITION, subject to inspection contingencies elected in the Agreement. Buyer acknowledges that Brokers,
78 their licensees, employees, officers or partners have not made an independent examination or determination of the structural sound-
79 ness of the Property, the age or condition of the components, environmental conditions, the permitted uses or of conditions existing
80 in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.

81 (C) Any repairs required by this Agreement will be completed in a workmanlike manner.

82 (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

83 7. DEPOSITS (3-15)

84 (A) Deposits, regardless of the form of payment, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here:
85 _____), who will retain deposits in an escrow account
86 in conformity with all applicable laws and regulations until consummation or termination of this Agreement. Only real estate
87 brokers are required to hold deposits in accordance with the rules and regulations of the State Real Estate Commission. Checks
88 tendered as deposit monies may be held uncashed pending the execution of this Agreement.

89 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to
90 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:

91 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
92 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.

93 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller directing
94 Broker how to distribute some or all of the deposit monies.

95 3. According to the terms of a final order of court.

96 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
97 deposit monies if there is a dispute between the parties that is not resolved.

98 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved _____ days (180 if not
99 specified) after the Settlement Date stated in Paragraph 4(A) of the Agreement, or any written extensions thereof, the Broker holding
100 the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker
101 is in receipt of verifiable written notice that the dispute is the subject of litigation or mediation. If Broker has received verifiable writ-
102 ten notice of litigation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until
103 receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate
104 litigation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller
105 agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies,
106 and that the parties maintain their legal rights to pursue litigation even after a distribution is made.

107 (D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms in the Agreement of Sale or
108 Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding
109 deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.

111 **8. REAL ESTATE RECOVERY FUND**

112 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real
113 estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment
114 after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658 or (800) 822-2113 (within
115 Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

116 **9. RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT NOTICE (Required for properties built before 1978)**

117 **Lead-Based Paint Hazards Disclosure Requirements:** The Residential Lead-Based Paint Hazard Reduction Act requires any seller
118 of property built before 1978 to provide the buyer with an EPA-approved lead hazards information pamphlet titled *Protect Your Family*
119 *from Lead in Your Home* and to disclose to the buyer and the broker(s) the known presence of lead-based paint and/or lead-based paint
120 hazards in or on the property being sold, along with the basis used for determining that the hazards exist, the location of the hazards,
121 and the condition of painted surfaces. Any seller of a pre-1978 structure must also provide the buyer with any records or reports avail-
122 able to the seller regarding lead-based paint and/or lead-based paint hazards in or about the property being sold, the common areas, or
123 other residential dwellings in multi-family housing. Before a buyer is obligated to purchase any housing constructed prior to 1978, the
124 Act requires the seller to give the buyer 10 days (unless buyer and seller agree in writing to another time period) to conduct a risk assess-
125 ment or inspection for the presence of lead-based paint and/or lead-based paint hazards. The opportunity to conduct a risk assessment
126 or inspection may be waived by the buyer, in writing. Neither testing nor abatement is required of the seller. Housing built in 1978 or
127 later is not subject to the Act.

- 128 NOT APPLICABLE. Property was built in 1978 or later.
- 129 APPLICABLE. Property was built before 1978. **The Residential Lead-Based Paint Hazard Reduction Act requires a Seller**
130 **of property built prior to 1978 to provide the Buyer with an EPA-approved lead hazards information pamphlet titled**
131 ***Protect Your Family from Lead in Your Home*, along with a separate form disclosing Seller’s knowledge of lead-based paint**
132 **hazards and any lead-based paint records regarding the Property. Buyer(s) must initial below that Buyer has received both**
133 **documents:**

134 _____ / _____ Lead-Based Paint Hazards Disclosure (attached as part of this Agreement).
135 _____ / _____ *Protect Your Family from Lead in Your Home*

136 **10. GOVERNING LAW, VENUE & PERSONAL JURISDICTION (7-10)**

- 137 (A) The validity and construction of this Addendum, and the rights and duties of the parties, will be governed in accordance with the
138 laws of the Commonwealth of Pennsylvania.
- 139 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Addendum or its performance by
140 either party shall be decided exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

141 **All other terms and conditions of the Agreement of Sale remain unchanged and in full effect.**

142 BUYER _____ DATE _____
143 BUYER _____ DATE _____
144 BUYER _____ DATE _____
145 SELLER _____ DATE _____
146 SELLER _____ DATE _____
147 SELLER _____ DATE _____

BUYER'S ESTIMATED COSTS

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

PROPERTY _____

BUYER _____

SETTLEMENT DATE _____

PURCHASE PRICE \$ _____

1. Title

- (A) Title Search/Insurance \$
(B) Closing Protection Letter \$
(C) Title Endorsements \$
(D) Mechanics Lien Insurance \$
(E) Settlement/Notary Fees \$
(F) Recording Fees (Mortgage/Deed) \$
(G) Transfer Tax \$
(H) Survey \$
(I) Domestic Lien Search \$
(J) "Patriot Act" Search \$
(K) \$

2. Broker's Fee \$

3. Property Insurance (e.g., Homeowner's Insurance, Flood Insurance)

- (A) First Year's Premium \$
(B) Lender Escrow \$

4. Adjustments (+/-)

- (A) School Tax \$
(B) County Tax \$
(C) Municipal Tax \$
(D) Lender Escrows \$
(E) Association Fees (prorations) \$
(F) Association Fees (capital contributions, etc.) \$
(G) Lienable Utilities \$

5. Inspection Fees

- (A) Property Inspection \$
(B) Wood Infestation \$
(C) Radon \$
(D) Water \$
(E) Sewer \$
(F) Other (e.g., lead paint) \$

6. Lender

- (A) Fees Charged as Percentage of Loan \$
(B) Appraisal & Credit Report(s) \$
(C) Mortgage Insurance Lender Escrow \$
(D) Mortgage Insurance Premium \$
(E) VA Funding Fee \$
(F) Preparation Mortgage Documents \$
(G) Interest from settlement date until end of month, at \$ per day \$
(H) Miscellaneous Fees (e.g., flood cert., tax service, courier, etc.) \$
(I) \$

7. Home Warranty \$

8. Other \$

Estimated Costs \$

Notice to Buyer: Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from a lender's title insurance policy...

First Mortgage -- Estimated Monthly Payments INITIALLY

Mortgage Type: Fixed Rate Adjustable Rate
Based on \$, for years, at the following rate(s): %
Principal and Interest \$
Taxes \$
Property Insurance \$
Mortgage Insurance Premium \$
Condo/Homeowner's Assoc. Fees \$
Estimated Total \$

Second Mortgage -- Estimated Monthly Payments INITIALLY

Mortgage Type: Fixed Rate Adjustable Rate
Based on \$, for years, at the following rate(s): %
Principal and Interest \$
Combined Total \$

(Total of first & second mortgages)

If the interest rate is higher or lower than shown above, total monthly payments will be higher or lower. Consult the mortgage lender for more information about mortgage costs and terms.

SUMMARY OF TOTAL MONIES NEEDED

Purchase Price \$
Estimated Costs (from left column, incl. MIP & VA Funding Fee, if any) \$
TOTAL CASH REQUIRED (subtotal) \$
Less Mortgage Amt. (including MIP & VA Funding Fee, if financed) \$
Less Seller Assist and Credits (if any) \$
Less Deposits (if any) \$
BALANCE DUE AT SETTLEMENT \$

NOTE: Fees from the left column paid before settlement will be subtracted from this amount.

* Payment may be required before settlement
** May be financed in mortgage amount
***If Broker for Seller is or will be holding deposit money in this transaction, a Deposit Money Notice, such as PAR Form DMN, should be completed.

Buyer understands that the estimated costs are based on the best information available at this date and may be higher or lower at settlement.

BUYER DATE
BUYER DATE
BUYER DATE

BROKER (Company Name)
PROVIDED BY (Licensee) DATE

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

1 PROPERTY _____
2 SELLER _____
3 BUYER _____
4 SETTLEMENT DATE _____ PURCHASE PRICE \$ _____

- 5
- 6 1. Broker's Fee _____ \$ _____
- 7 2. Preparation of Deed _____ \$ _____
- 8 3. Transfer Tax _____ \$ _____
- 9 4. Seller's Assist/Credit to Buyer _____ \$ _____
- 10 5. Home Warranty _____ \$ _____
- 11 6. Municipal Certification(s) _____ \$ _____
- 12 7. Certificate of Resale (Condominium/Homeowner's Association) _____ \$ _____
- 13 8. Settlement Fee _____ \$ _____
- 14 9. Notary Fees _____ \$ _____
- 15 10. Survey _____ \$ _____
- 16 11. On-lot Sewage System Pumping _____ \$ _____
- 17 12. Property Repairs _____ \$ _____
- 18 13. Tax Certifications _____ \$ _____
- 19 14. Overnight/Express Mail Charges _____ \$ _____
- 20 15. Domestic Lien Search _____ \$ _____
- 21 16. "Patriot Act" Search _____ \$ _____
- 22 17. Other _____ \$ _____
- 23 18. Other _____ \$ _____

24
25 ESTIMATED COSTS (subtotal) \$ _____

26
27 Adjustments (+/-) (e.g., real estate taxes, association fees, utilities) \$ _____

28
29 TOTAL ESTIMATED COSTS/ADJUSTMENTS \$ _____

30
31 Purchase Price _____ \$ _____

32
33 Total Estimated Costs/Adjustments (from above) \$ _____

34
35 ESTIMATED PROCEEDS (before loan payoffs) \$ _____

36
37 Seller's Estimate of Mortgages, Equity, and Other Loan Balances
38 (including prepayment penalties), liens, assessments, etc. \$ _____

39
40 ESTIMATED NET PROCEEDS TO SELLER \$ _____

41
42
43 The estimated proceeds do not take into account any other undisclosed mortgage obligations, liens, assessments, judgments
44 or other obligations levied against the Property or Seller.

45
46 Seller understands that the estimated costs stated above are based on the best information available at signing and may be
47 higher or lower at settlement.

48
49 Seller understands and has received a copy of these estimated closing costs before signing the Agreement of Sale.

50
51 SELLER _____ DATE _____
52 SELLER _____ DATE _____
53 SELLER _____ DATE _____

54
55 BROKER (Company Name) _____
56 PROVIDED BY (Licensee) _____ DATE _____