



# 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 #)

**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 \_\_\_\_\_ State License # \_\_\_\_\_  
3 Company License # \_\_\_\_\_ Direct Phone(s) \_\_\_\_\_  
4 Company Address \_\_\_\_\_ Cell Phone(s) \_\_\_\_\_  
5 \_\_\_\_\_ Licensee Fax \_\_\_\_\_  
6 Company Phone \_\_\_\_\_ 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")**

17 (A) No Association of REALTORS® has set or recommended the term of this Contract. Broker/Licensee and Buyer have discussed and  
18 agreed upon the length or term of this Contract. Broker may be paid a fee that is a percentage of the purchase price. Even though  
19 Broker's Fee, or a portion of it, may be paid by seller or listing broker, Broker will continue to represent the interests of Buyer.

20 (B) **This Contract applies to any property that Buyer chooses to purchase during the term of this Contract. Buyer will not enter into**  
21 **a Buyer Agency Contract with another broker/licensee that begins before the Ending Date of this Contract.**

22 **Starting Date:** This Contract starts when signed by Buyer and Broker, unless otherwise stated here: \_\_\_\_\_

23 **Ending Date:** This Contract ends at 11:59 PM on \_\_\_\_\_, or before if Buyer and Broker agree. The Ending Date  
24 of this Contract may not be extended without the written consent of Buyer.

25 (C) If Buyer is negotiating or has entered into an Agreement of Sale, this Contract ends upon settlement.

27 **2. BROKER'S FEE**

28 (A) No Association of REALTORS® has set or recommended Broker's fee. Broker and Buyer have negotiated the fee Broker will  
29 receive for exercising professional knowledge and skills in locating and assisting Buyer in the acquisition of real property which  
30 is available and suitable for Buyer.

31 (B) Broker's Fee, paid by Buyer to Broker, is as follows:

32 1. In a purchase transaction:  
33 a. with a seller represented by a real estate broker the fee is \_\_\_\_\_ % of the purchase price OR \$ \_\_\_\_\_,  
34 whichever is greater, AND \$ \_\_\_\_\_.

35 b. with a seller who is **not** represented by a real estate broker the fee is \_\_\_\_\_ % of the purchase price OR \_\_\_\_\_,  
36 whichever is greater, AND \$ \_\_\_\_\_.

37 2. Broker's Fee in event of a lease transaction is: \_\_\_\_\_

38 3. It is Broker's policy to accept compensation offered by the listing broker. If the amount received from the listing broker is  
39 less than the amount in Paragraph 2(B)(1), in a purchase transaction, or 2(B)(2), in a lease transaction, Buyer will pay Broker  
40 the difference, unless seller agrees to pay the difference as a term in the agreement of sale.

41 4. \$ \_\_\_\_\_ of Broker's Fee is earned and due (non-refundable) at signing of this Buyer Agency Contract.

42 5. Other \_\_\_\_\_

43 (C) **The balance of Broker's Fee is earned if Buyer enters into an agreement of sale during the term of this Contract, whether**  
44 **brought about by Broker, Broker's Licensee(s) or by any other person, including Buyer. If Buyer defaults on the terms of**  
45 **an agreement of sale, Broker's Fee will be paid by Buyer to Broker at that time. Buyer is advised that contacting a listing**  
46 **broker or seller directly may compromise Broker's ability to earn compensation from a listing broker and could result in**  
47 **Buyer's obligation to pay a fee to Broker.**

50 Buyer Initials: 

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Broker/Licensee Initials: 

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- 51 (D) If Buyer enters into an agreement of sale for a property after the Ending Date of this Contract, Buyer will pay Broker's Fee if:  
52 1. The agreement of sale is a result of Broker's actions during the term of this Contract, OR  
53 2. The property was seen during the term of this Contract, AND  
54 3. Buyer is not under an exclusive buyer agency contract with another broker at the time Buyer enters into an agreement of sale.

55 **3. DUAL AGENCY**

56 Buyer agrees that Broker and Broker's Licensee(s) stated above may also represent the seller(s) of the property Buyer might buy. A  
57 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  
58 a Licensee represents Buyer and a seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are  
59 separate Designated Agents for Buyer and a seller. If the same Licensee is designated for Buyer and a seller, the Licensee is a Dual  
60 Agent. Buyer understands that Broker is a Dual Agent when Buyer is viewing properties listed by Broker.

61 **4. DESIGNATED AGENCY**

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

64  **Designated Agency is not applicable.**

65 **5. BROKER'S SERVICES TO OTHERS**

- 66 (A) Broker may not take action that is inconsistent with Buyer's interests. However, Broker may provide services to a seller for  
67 which Broker may accept a fee. Such services may include, but are not limited to, listing property for sale; representing the  
68 Seller as Seller Agent; deed/document preparation; ordering certifications required for closing; financial services; title transfer  
69 and preparation services; ordering insurance, construction, repair, or inspection services. Providing such services is not in itself a  
70 breach of Broker's fiduciary duty to Buyer.  
71 (B) Broker/Licensee may show the same properties to other buyers and may represent those buyers in attempts to purchase the same  
72 property that Buyer wishes to purchase. Broker does not breach a duty to Buyer by showing a property Buyer is interested in to  
73 other prospective buyers.  
74 (C) 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  
75 interests before any other. If Broker, or any of Broker's licensees, has a conflict of interest, Broker will notify Buyer in a timely  
76 manner.

77 **6. ENTIRE CONTRACT**

78 This Contract is the entire agreement between Broker and Buyer. Any verbal or written agreements that were made before are not a  
79 part of this Contract. All changes to this Contract must be in writing and signed by Broker and Buyer.

80 **7. TRANSFER OF THIS CONTRACT**

- 81 (A) Buyer agrees that Broker may transfer this Contract to another broker when Broker stops doing business, Broker forms a new real  
82 estate business, OR Broker joins his business with another.  
83 (B) Broker will notify Buyer immediately in writing if Broker transfers this Contract to another broker. Buyer will follow all require-  
84 ments of this Contract with the new broker.

85 **8. CONFIDENTIALITY**

86 Unless permitted by Buyer or required by law, Broker will not knowingly reveal or use any confidential information of Buyer. Buyer  
87 understands that sellers or sellers' representatives might not treat the existence, terms or conditions of any offer as confidential unless  
88 there is a confidentiality agreement between Buyer and the seller. This Paragraph will survive the termination or expiration of this  
89 Contract.

90 **9. EXPERTISE OF REAL ESTATE AGENTS**

- 91 Pennsylvania real estate agents are required to be licensed by the Commonwealth of Pennsylvania and are obligated to disclose ad-  
92 verse factors about a property that are reasonably apparent to someone with expertise in the marketing of real property.  
93 (A) If Buyer wants information regarding specific conditions or components of a property which are outside Broker's or Licensee's  
94 area of expertise, Buyer is encouraged to seek the advice of an appropriate professional.  
95 (B) If Buyer wants financial, legal, or any other advice, Buyer is encouraged to seek the services of an accountant, lawyer, or other  
96 appropriate professional.

97 **10. DEPOSIT MONEY**

- 98 (A) Broker will keep (or will give to the listing broker, who will keep) all deposit monies that Broker/Licensee receives in an escrow  
99 account as required by the real estate licensing laws and regulations until the sale is completed or an agreement of sale is ter-

100 Buyer Initials:

Broker/Licensee Initials:

minated, or the terms of a prior written agreement between the Buyer and a seller have been met. Buyer and Seller may name a non-licensee as the escrow holder, in which case the escrow holder will be bound by the terms of the escrow agreement, not by the Real Estate Licensing and Registration Act. Buyer agrees that the person keeping the deposit monies may wait to deposit any uncashed check that is provided as deposit money until Seller has accepted an offer.

- (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
1. If an agreement of sale is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written 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) Buyer agrees that if Buyer 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 Buyer.

#### 11. 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.

#### 12. 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](http://www.pameganslaw.state.pa.us).

#### 13. BUYER INSPECTIONS

- (A) Unless Buyer and a 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 is advised to carry out an inspection**, 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. Buyer should discuss inspections and any special needs with Licensee.
- (B) Buyer is advised that information regarding properties considered for purchase by Buyer has been provided by a seller or a 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.

#### 14. RECORDINGS ON THE PROPERTY

- (A) Any person who intentionally intercepts oral communications by electronic or other means without the consent of all parties is guilty of a felony under Pennsylvania law. Buyers should not make recordings on the property that capture the oral statements of other persons without having the full consent of all persons who are parties to the communication.
- (B) Buyer should be aware that a seller's property may contain smart home technologies or devices, which may record or allow for remote monitoring of the seller's property, including broadcasting or recording video and audio. Buyer should be aware that any discussions, including discussions of negotiation strategies, held on the property may not be confidential.
- (C) **Buyer hereby releases all Brokers, their LICENSEES, employees and any OFFICER or PARTNER of any one of them, and any PERSON, FIRM, or CORPORATION who may be liable through them, from any claims, lawsuits and actions which may arise from any audio or video recordings occurring in or around any property considered for purchase by Buyer.**

151 Buyer Initials:

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Broker/Licensee Initials:

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152 **15. RECOVERY FUND**

153 Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment)  
154 against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays  
155 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  
156 (717) 783-3658.

157 **16. SPECIAL CLAUSES**

158 **(A) The following are part of this Buyer Agency Contract if checked:**

159  Single Agency Addendum (PAR Form SA)

160

161 **(B) Additional Terms:**

162 \_\_\_\_\_  
163 \_\_\_\_\_  
164 \_\_\_\_\_  
165 \_\_\_\_\_  
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174 \_\_\_\_\_  
175 \_\_\_\_\_

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

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

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

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

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

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

187 **BUYER**  **DATE** \_\_\_\_\_  
188 **BUYER**  **DATE** \_\_\_\_\_  
189 **BUYER**  **DATE** \_\_\_\_\_

190 **BROKER (COMPANY)** \_\_\_\_\_  
191 **ACCEPTED ON BEHALF OF BROKER BY**  **DATE** \_\_\_\_\_



**BUYER'S FINANCIAL INFORMATION**

**BFI**

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

1 BUYER 1 \_\_\_\_\_  
2 ADDRESS \_\_\_\_\_  
3 \_\_\_\_\_  
4 BUYER 2 \_\_\_\_\_  
5 ADDRESS \_\_\_\_\_  
6 \_\_\_\_\_

**7 The following information is requested to determine the buyer's financial ability to purchase the property.**

- 8 1. Will you occupy the premises?  Yes  No
- 9 2. Have you in the last 7 years declared bankruptcy, suffered foreclosure, had an account for collection action, had a history of late pay-  
10 ments, or had any legal action affecting ability to finance?  Yes  No
- 11 If yes, explain. \_\_\_\_\_
- 12 3. Aside from mortgage financing, is any part of purchase price or settlement costs being obtained from a source other than those  
13 shown below?  Yes  No
- 14 If yes, state the source of the funds and attach documentation showing proof of availability. \_\_\_\_\_
- 15 4. Do you need to sell any other real estate in order to purchase this property?  Yes  No
- 16 If yes, explain \_\_\_\_\_
- 17 5. Have you at any time on or since January 1, 1998, been obligated to pay support under an order that is on record in any Pennsylvania  
18 county?  Yes  No
- 19 If yes, list the county and the Domestic Relations File or Docket Number: \_\_\_\_\_
- 20 6. Are there any arrearages for alimony or child/spousal support due in this, or any other, jurisdiction?  Yes  No
- 21 If yes, explain: \_\_\_\_\_
- 22 7. Are you currently going through a divorce or separation from your spouse?  Yes  No
- 23 If yes, has a separation agreement or property settlement agreement been signed?  Yes  No

**24 For a purchase involving mortgage financing, disclose at least a minimum net worth of liquid assets in the amount of the down pay-  
25 ment plus settlement costs. For cash sales, disclose at least a minimum amount equal to the purchase price plus settlement costs.**

26 ASSETS (Bank accounts, stocks, etc.)		<u>BUYER 1</u>		<u>BUYER 2</u>
27 _____	\$	_____	\$	_____
28 _____	\$	_____	\$	_____
29 _____	\$	_____	\$	_____
30 _____	\$	_____	\$	_____
31 _____	\$	_____	\$	_____
32 TOTAL	\$	_____	\$	_____

**33 The information in this section must be provided if Buyer(s) require a mortgage loan.**

34 LIABILITIES (list all liabilities, 35 including alimony or child/spousal support, if any)		<u>BUYER 1</u>		<u>BUYER 2</u>	
		Balance	Per Month	Balance	Per Month
36 _____	\$	\$ _____	\$ _____	\$ _____	\$ _____
37 _____	\$	\$ _____	\$ _____	\$ _____	\$ _____
38 _____	\$	\$ _____	\$ _____	\$ _____	\$ _____
39 _____	\$	\$ _____	\$ _____	\$ _____	\$ _____
40 _____	\$	\$ _____	\$ _____	\$ _____	\$ _____
	TOTAL	\$ _____	\$ _____	\$ _____	\$ _____

41 <b>Real Estate Currently Owned</b> (First Property)		<b>Real Estate Currently Owned</b> (Second Property)
42 Address _____		Address _____
43 _____		_____
44 Value \$ _____ Mo. Payment \$ _____		Value \$ _____ Mo. Payment \$ _____
45 Mortgage/Equity Loan Balance \$ _____		Mortgage/Equity Loan Balance \$ _____

46 Buyer Initials:  /

47 The information in this section must be provided if Buyer(s) require a mortgage loan, but only to the extent necessary to prove the  
48 ability to qualify for the mortgage loan.

49 **EMPLOYMENT INFORMATION -- BUYER 1**

50 Current Employer: \_\_\_\_\_

51 Address: \_\_\_\_\_

52 \_\_\_\_\_

53 Occupation: \_\_\_\_\_

54 Years at job: \_\_\_\_\_

55 Prior Employer: \_\_\_\_\_

56 Address: \_\_\_\_\_

57 \_\_\_\_\_

58 Occupation: \_\_\_\_\_

59 Years at job: \_\_\_\_\_

60 **ANNUAL INCOME**

**BUYER 1**

61 Basic Salary \$ \_\_\_\_\_

62 Overtime \$ \_\_\_\_\_

63 Adjusted Gross Income (if self-employed) \$ \_\_\_\_\_

64 Bonuses \$ \_\_\_\_\_

65 Commissions \$ \_\_\_\_\_

66 Dividends \$ \_\_\_\_\_

67 Interest \$ \_\_\_\_\_

68 \_\_\_\_\_ \$ \_\_\_\_\_

69 \_\_\_\_\_ \$ \_\_\_\_\_

70 TOTAL \$ \_\_\_\_\_

**EMPLOYMENT INFORMATION -- BUYER 2**

Current Employer: \_\_\_\_\_

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

\_\_\_\_\_

Occupation: \_\_\_\_\_

Years at job: \_\_\_\_\_

Prior Employer: \_\_\_\_\_

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

\_\_\_\_\_

Occupation: \_\_\_\_\_

Years at job: \_\_\_\_\_

**ANNUAL INCOME**

**BUYER 2**

Basic Salary \$ \_\_\_\_\_

Overtime \$ \_\_\_\_\_

Adjusted Gross Income (if self-employed) \$ \_\_\_\_\_

Bonuses \$ \_\_\_\_\_

Commissions \$ \_\_\_\_\_

Dividends \$ \_\_\_\_\_

Interest \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

71 **COMBINED TOTAL INCOME \$ \_\_\_\_\_**

72 **ADDITIONAL INFORMATION:** \_\_\_\_\_

73 \_\_\_\_\_

74 \_\_\_\_\_

75 \_\_\_\_\_

76 \_\_\_\_\_

77 \_\_\_\_\_

78 \_\_\_\_\_

79 \_\_\_\_\_

80 \_\_\_\_\_

81 \_\_\_\_\_

82 \_\_\_\_\_

83 \_\_\_\_\_

84 **Buyer(s) affirms that the above information is true and correct. Buyer(s) understands that the information may be used as a basis**  
85 **for the acceptance or rejection of an offer by the seller. Buyer(s) acknowledges that failure to provide truthful and correct informa-**  
86 **tion may result in the forfeiture of any deposits made by Buyer(s) and may subject Buyer(s) to other financial loss or penalties.**

87 **Buyer(s) expressly authorizes Broker to provide the information contained in this form and any reports or information obtained by**  
88 **Broker for the purposes stated above, to the seller(s) and cooperating broker(s) involved in this transaction or any related transaction.**  
89 **BUYER(S) UNDERSTANDS THAT BROKER HAS NO CONTROL OVER THE USE OF ANY INFORMATION AFTER IT IS DIS-**  
90 **CLOSED TO A THIRD PARTY; BUYER(S) AGREES TO RELEASE AND HOLD BROKER HARMLESS FROM ANY AND ALL**  
91 **LIABILITY FOR ANY MISUSE OR SUBSEQUENT DISCLOSURE BY ANY THIRD PARTY OF THE INFORMATION OR**  
92 **REPORTS DISCLOSED BY BROKER PURSUANT TO THE TERMS OF THIS AUTHORIZATION.**

93 **Buyer's signature serves as an acknowledgement of receipt of a copy of this financial information sheet.**

94 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

95 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_



# LEAD-BASED PAINT DISCLOSURE ADDENDUM TO AGREEMENT OF SALE

PROPERTY \_\_\_\_\_  
SELLER(S) \_\_\_\_\_  
BUYER(S) \_\_\_\_\_  
DATE OF AGREEMENT \_\_\_\_\_

## LEAD BASED PAINT

### LEAD WARNING STATEMENT (FROM PHILADELPHIA CITY COUNCIL BILL #922 INSPECTION 6-805)

"EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIOR PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO DISCLOSE TO THE BUYER THE PRESENCE OR ABSENCE OF ANY LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS. A COMPREHENSIVE LEAD INSPECTION OR A RISK ASSESSMENT FOR POSSIBLE LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE OR LEASE."

### BUYER'S RIGHTS

Buyer has the right, at Buyer's expense, to order and receive a comprehensive lead inspection of risk assessment report from a certified lead inspector within ten days from the final signing of this Agreement. Should the inspection reveal lead-based paint or lead-based paint hazards in the premises, the Buyer may end this Agreement by notifying the Seller within five days of receipt of the inspection report by the Buyer. If the Buyer ends this Agreement by giving such notice within five days, all deposit monies paid by the Buyer will be returned to the Buyer, the Agreement will be NULL and VOID, and neither party shall have any further liability to the other party.

If the Buyer fails to obtain such an inspection in the agreed upon time period or fails to terminate this contract within the five-day period of the receipt of the inspection report, Buyer will have waived Buyer's right to inspect the premises for lead-based paint or lead-based paint hazards and all of the other terms of this Agreement shall remain in full force and effect.

### HOUSING TRANSACTION LEAD RISK STATEMENT

"THE PHILADELPHIA DEPARTMENT OF PUBLIC HEALTH HAS DETERMINED THAT MOST HOUSING BUILT IN PHILADELPHIA BEFORE 1978 CONTAINS DANGEROUS LEAD PAINT. THIS PROPERTY WAS BUILT BEFORE 1978. THEREFORE, WITHOUT A COMPREHENSIVE LEAD INSPECTION, CONDUCTED BY A CERTIFIED LEAD INSPECTOR, SHOWING THERE IS NO LEAD PAINT OR THERE IS NO LEAD-BASED PAINT HAZARDS, YOU CAN ASSUME THAT THIS PROPERTY CONTAINS LEAD BASED PAINT."

### CERTIFICATION OF DISCLOSURE FORM

In accordance with 6-806 of the Health Code, I certify that I have:

- a) received either the results of a comprehensive lead inspection and risk assessment of this property by a certified lead inspector or received a statement by the Philadelphia Department of Health concerning the risk of lead-based paint and/or lead-based hazards in housing built before 1978;
- b) received and read the lead warning statement in my Agreement of Sale;
- c) received the attached lead hazard information pamphlet;
- d) been given a 10-day opportunity to obtain an inspection for the presence of lead-based paint and/or lead paint hazards.

WITNESS		BUYER	
WITNESS		BUYER	
WITNESS		SELLER	
WITNESS		SELLER	



### AUTHORIZATION FOR BROKER TO PROVIDE SETTLEMENT SERVICES

DISCLOSURE OF BUSINESS RELATIONSHIPS: Elfant Wissahickon Realtors ("EWR") has business relationships with Northwest Abstract and Class Abstract, and these providers have common ownership. EWR has marketing agreements with Freedom Mortgage, Loan Depot, and First Choice Loan Services. Based on these relationships, EWR and/or its owners may receive a financial or other benefit from your use of the provider being referred.

Services to enable settlement in conformity with the terms of the Agreement of Sale may include but not be limited to:

- Establish escrow funds
- Review dates and deadlines from Agreement of Sale and Addenda
- Order Enhanced Title Insurance Policy
- Review title report for issues that might hinder transfer of title
- Facilitate any legal requirements necessary to transfer title
- Distribute Title Report to all parties requesting a copy
- Facilitate resolution of problems that arise during mortgage processing
- Review mortgage commitment for conditions, and facilitate their satisfaction
- Review appraisal for consistency with terms of Agreement of Sale
- Communicate results of appraisal and possible discrepancies in appraisal from Agreement of Sale (i.e. price and repairs)
- Communicate with all parties to establish time and place of settlement and send written notice of time and place of settlement
- Coordinate the estimate of final closing costs with the Lender, Title Company, and Buyer. Instruct consumer regarding wire transfer where applicable.
- Prepare escrowed funds for settlement, when applicable
- Provide copies of all papers pertinent to settlement to Buyer, prepare disbursement sheet for title clerk
- Archive settlement files for a minimum of 3 years
- Be available during the work week to answer your questions
- Review City Certification

I/We may at any time cancel the below authorization in writing but shall be obligated to pay for the services rendered to the date of cancellation. Extraordinary fees including, but not limited to, bank charges and special delivery will be charged to me/us. Any dispute concerning services rendered and cancellation charges shall be submitted for a binding determination, without the right of appeal, to the joint lawyers-REALTORS® committee and shall in no way delay the completion of settlement of this real estate sales transaction.

**INITIAL ONE OF THE FOLLOWING:**

- Yes, I/we would like EWR to provide services as outlined above and will pay a Buyer-paid commission (settlement services fee) of \$325\* at time of final closing.**
- No, I/we have no need for these services at this time. I/We have retained the services of an attorney who will be responsible for the transfer of title.**
- \* Cash transactions will incur a charge of \$150.

### CONTROLLED BUSINESS ARRANGEMENT DISCLOSURE NOTICE

I/We understand that the principals of EWR own and operate Northwest Abstract, LLC, and Class Abstract, and, as a result, may receive a financial benefit from this referral.

I/We have been notified that there is NO requirement to use Northwest Abstract or Class Abstract as a condition for the purchase of the subject property. **THERE ARE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE. I/WE HAVE FREEDOM TO DETERMINE THAT I/WE ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.** Please be advised that costs for title insurance are regulated in the Commonwealth of Pennsylvania.

- Yes, I/We authorize EWR to order an Enhanced Title Insurance Policy. I/We understand and agree that there will be a \$150.00 cancellation fee charged for a cancelled title policy that has been issued but not used, and that this fee will be paid from any escrow prior to its distribution. I/We understand the benefits of an Enhanced Title Policy and the additional coverage it offers compared to a Standard or Basic Title Insurance Policy. I/We also understand that I/we may reduce the coverage to a Standard Policy at any time prior to closing.**
- No, I/We accept full responsibility for obtaining a Title Insurance Policy. I/We have been advised by EWR that I/we should purchase title insurance to protect our interests. I/we understand that all mortgage lenders require Title Insurance and that a policy with applicable endorsements will be a condition to close. If I/we purchase a property for cash and fail to obtain title insurance, it is understood that the lack of title insurance is of our own free will and not the advice of EWR, its officers, employees, or sales associates.**

### HOME WARRANTY

A home warranty can help protect you from the cost of a failure in your home's major systems and appliances. Your agent will provide you with a brochure explaining the levels of home warranty protection offered.

- Yes, I/we wish to purchase a Home Warranty, to be paid for at time of settlement.**
- No, I/We do not wish to elect to purchase a Home Warranty at this time, though I/we still have the option to purchase one through time of settlement.**

### ACKNOWLEDGEMENT

I/We the undersigned acknowledge that I/we have read and received a copy of this form.

<input type="text"/>	Buyer Sign	<input type="text"/>	Buyer Print	<input type="text"/>	Date
<input type="text"/>	Buyer Sign km/ks	<input type="text"/>	Buyer Print	<input type="text"/>	Date

**DEPOSIT MONEY NOTICE TO BUYER (Prior to Delivery to Listing Broker)**

**DMN**

**(For cooperative sales when Broker for Seller is holding deposit money)**

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**

--

14 **BUYER**

--

15 **BUYER**

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# STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

ASR

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

## PARTIES

<b>BUYER(S):</b> _____ _____ _____	<b>SELLER(S):</b> _____ _____ _____
<b>BUYER'S MAILING ADDRESS:</b> _____ _____ _____	<b>SELLER'S MAILING ADDRESS:</b> _____ _____ _____

## 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

**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

**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 14

Seller Initials:

1 **1. By this Agreement**, dated \_\_\_\_\_,  
 2 Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.  
 3 **2. PURCHASE PRICE AND DEPOSITS (4-14)**  
 4 (A) Purchase Price \$ \_\_\_\_\_  
 5 ( \_\_\_\_\_  
 6 \_\_\_\_\_ U.S. Dollars), to be paid by Buyer as follows:  
 7 1. Initial Deposit, within \_\_\_\_\_ days (5 if not specified) of Execution Date,  
 8 if not included with this Agreement: \$ \_\_\_\_\_  
 9 2. Additional Deposit within \_\_\_\_\_ days of the Execution Date: \$ \_\_\_\_\_  
 10 3. \_\_\_\_\_ \$ \_\_\_\_\_  
 11 Remaining balance will be paid at settlement.  
 12 (B) **All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer**  
 13 **within 30 days of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by per-**  
 14 **sonal check.**  
 15 (C) Deposits, regardless of the form of payment, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: \_\_\_\_\_  
 16 \_\_\_\_\_),  
 17 who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or  
 18 termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations  
 19 of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this  
 20 Agreement.  
 21 **3. SELLER ASSIST (If Applicable) (1-10)**  
 22 Seller will pay \$ \_\_\_\_\_ or \_\_\_\_\_ % of Purchase Price (0 if not specified) toward  
 23 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  
 24 approved by mortgage lender.  
 25 **4. SETTLEMENT AND POSSESSION (4-14)**  
 26 (A) Settlement Date is \_\_\_\_\_, or before if Buyer and Seller agree.  
 27 (B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless  
 28 Buyer and Seller agree otherwise.  
 29 (C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable:  
 30 current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer  
 31 fees, together with any other lienable municipal service fees. All charges will be prorated for the period(s) covered. Seller will  
 32 pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:  
 33 \_\_\_\_\_  
 34 (D) For purposes of prorating real estate taxes, the "periods covered" are as follows:  
 35 1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.  
 36 2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December  
 37 31. School tax bills for all other school districts are for the period from July 1 to June 30.  
 38 (E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: \_\_\_\_\_  
 39 \_\_\_\_\_  
 40 (F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: \_\_\_\_\_  
 41 \_\_\_\_\_  
 42 (G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures  
 43 broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property  
 44 is subject to a lease.  
 45 (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  
 46 assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement.  
 47 Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer  
 48 will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this  
 49 Agreement.  
 50  **Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.**  
 51 **5. DATES/TIME IS OF THE ESSENCE (1-10)**  
 52 (A) Written acceptance of all parties will be on or before: \_\_\_\_\_  
 53 (B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the  
 54 essence and are binding.  
 55 (C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by  
 56 signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, exclud-  
 57 ing the day this Agreement was executed and including the last day of the time period. **All changes to this Agreement should be**  
 58 **initialed and dated.**  
 59 (D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agree-  
 60 ment of the parties.  
 61 (E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms  
 62 and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable  
 63 to all parties, except where restricted by law.  
 64

65 Buyer Initials: 

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Seller Initials: 

--	--

66 **6. ZONING (4-14)**

67 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  
68 voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.  
69

70 **Zoning Classification, as set forth in the local zoning ordinance:** \_\_\_\_\_

71 **7. FIXTURES AND PERSONAL PROPERTY (1-20)**

72 (A) It is possible for certain items of personal property to be so integrated into the Property that they become fixtures and will be  
73 regarded as part of the Property and therefore included in a sale. Buyer and Seller are encouraged to be specific when negotiating  
74 what items will be included or excluded in this sale.

75 (B) INCLUDED in this sale, unless otherwise stated, are all existing items permanently installed in or on the Property, free of liens,  
76 and other items including plumbing; heating; gas fireplace logs; radiator covers; hardwired security systems; thermostats; lighting  
77 fixtures (including chandeliers and ceiling fans); pools, spas and hot tubs (including covers and cleaning equipment); electric  
78 animal fencing systems (excluding collars); garage door openers and transmitters; mounting brackets and hardware for television  
79 and sound equipment; unpotted shrubbery, plantings and trees; smoke detectors and carbon monoxide detectors; sump pumps;  
80 storage sheds; fences; mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; win-  
81 dows covering hardware (including rods and brackets), shades and blinds; awnings; central vacuum system (with attachments);  
82 built-in air conditioners; built-in appliances; the range/oven; dishwashers; trash compactors; any remaining heating and cooking  
83 fuels stored on the Property at the time of settlement; and, if owned, solar panels, windmills, water treatment systems, propane  
84 tanks and satellite dishes. Unless stated otherwise, the following items are included in the sale, at no additional cost: \_\_\_\_\_  
85 \_\_\_\_\_  
86

87 (C) The following items are not owned by Seller and may be subject to a lease or other financing agreement. Contact the provider/  
88 vendor for more information (e.g., solar panels, windmills, water treatment systems, propane tanks and satellite dishes): \_\_\_\_\_  
89

90 (D) EXCLUDED fixtures and items: \_\_\_\_\_  
91

92 **8. MORTGAGE CONTINGENCY (10-18)**

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

95  ELECTED.

96 (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, <b>Buyer agrees to accept the interest rate as may be committed by the mortgage lender</b> , not to exceed a maximum interest rate of _____ %.	Interest rate _____ %; however, <b>Buyer agrees to accept the interest rate as may be committed by the mortgage lender</b> , 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.

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

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

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

122 a. Does not satisfy the terms of Paragraph 8(A), OR

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

128 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).

- (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 (Seller may require that Buyer sign a pre-settlement possession agreement such as the Pre-Settlement Possession Addendum [PAR Form PRE], which shall not, in and of itself, be considered unreasonable), 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.



191 **9. CHANGE IN BUYER'S FINANCIAL STATUS (9-18)**

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

197 **10. SELLER REPRESENTATIONS (1-20)**

198 **(A) Status of Water**

199 Seller represents that the Property is served by:

200  Public Water  Community Water  On-site Water  None  \_\_\_\_\_

201 **(B) Status of Sewer**

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

203  Public Sewer  Community Sewage Disposal System  Ten-Acre Permit Exemption (see Sewage Notice 2)  
204  Individual On-lot Sewage Disposal System (see Sewage Notice 1)  Holding Tank (see Sewage Notice 3)  
205  Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)  
206  None (see Sewage Notice 1)  None Available/Permit Limitations in Effect (see Sewage Notice 5)  
207

208 **2. Notices Pursuant to the Pennsylvania Sewage Facilities Act**

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

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

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

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

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

237 **(C) Historic Preservation**

238 Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: \_\_\_\_\_  
239

240 **(D) Land Use Restrictions**

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

243  Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. § 901 et seq.)  
244  Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)  
245  Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)  
246  Conservation Reserve Program (16 U.S.C. § 3831 et seq.)  
247  Other \_\_\_\_\_

248 **2. Notices Regarding Land Use Restrictions**

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

252 b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assess-  
253 ment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution  
254 of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that  
255 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.

256 Buyer Initials:

Seller Initials:

- 257 c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water  
258 supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open  
259 space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that  
260 the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific  
261 termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply  
262 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  
263 Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.
- 264 d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are  
265 environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the  
266 land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer  
267 has been advised of the need to determine the restrictions on development of the Property and the term of any contract now  
268 in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.

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

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

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

- 278 1. Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner asso-  
279 ciation assessments have been made against the Property which remain unpaid, and that no notice by any government or public  
280 authority (excluding assessed value) has been served upon Seller or anyone on Seller's behalf, including notices relating to  
281 violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition  
282 that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: \_\_\_\_\_  
283
- 284 2. Seller knows of no other potential notices (including violations) and/or assessments except as follows: \_\_\_\_\_  
285

286 (G) **Highway Occupancy Permit**

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

288 (H) **Internet of Things (IoT) Devices**

- 289 1. The presence of smart and green home devices that are capable of connecting to the Internet, directly or indirectly, and the data  
290 stored on those various devices make up a digital ecosystem in the Property sometimes referred to as the "Internet of Things  
291 (IoT)." Buyer and Seller acknowledge that IoT devices may transmit data to third parties outside of the control of their owner.
- 292 2. On or before settlement, Seller will make a reasonable effort to clear all data stored on all IoT devices located on the Property  
293 and included in the sale. Seller further acknowledges that all personal devices owned by Seller (including but not limited to  
294 cellular telephones, personal computers and tablets) having connectivity to any IoT device(s) located on the Property will be  
295 disconnected and cleared of relevant data prior to settlement. Further, no attempts will be made after settlement by Seller or  
296 anyone on Seller's behalf to access any IoT devices remaining on the Property.
- 297 3. Following settlement, Buyer will make a reasonable effort to clear all stored data from any IoT device(s) remaining on the  
298 Property and to restrict access to said devices by Seller, Seller's agents or any third party to whom Seller may have previously  
299 provided access. This includes, but is not limited to, restoring IoT devices to original settings, changing passwords or codes,  
300 updating network settings and submitting change of ownership and contact information to device manufacturers and service  
301 providers.
- 302 4. This paragraph will survive settlement.

303 **11. WAIVER OF CONTINGENCIES (9-05)**

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

308 **12. BUYER'S DUE DILIGENCE/INSPECTIONS (10-18)**

309 (A) **Rights and Responsibilities**

- 310 1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to  
311 surveyors, municipal officials, appraisers and inspectors; in addition, unless otherwise agreed, only Parties and their real estate  
312 licensee(s) may attend any inspections.
- 313 2. Buyer may make two pre-settlement walk-through inspections of the Property for the limited purpose of determining that the  
314 condition of the Property is as required by this Agreement and any addenda. Buyer's right to these inspections is not waived  
315 by any other provision of this Agreement.
- 316 3. **Seller will have heating and all utilities (including fuel(s)) on for all inspections/appraisals.**
- 317 4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for  
318 Buyer.
- 319 5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared.  
320 Unless otherwise stated, Seller does not have the right to receive a copy of any lender's appraisal report.

- 322 (B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as  
323 "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly  
324 licensed or otherwise qualified professionals. All inspections shall be non-invasive, unless otherwise agreed in writing. If the same  
325 inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 12(D)  
326 for Notices Regarding Property and Environmental Inspections)
- 327 (C) For elected Inspection(s), Buyer will, within the Contingency Period stated in Paragraph 13(A), complete Inspections, obtain any  
328 Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit  
329 a written corrective proposal to Seller, according to the terms of Paragraph 13(B).

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

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

341 **Wood Infestation**

342 **Elected** Buyer may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as a **Waived**  
343   wood-destroying pests pesticide applicator and will deliver it and all supporting documents and drawings provided    
344 by the inspector to Seller. The Report is to be made satisfactory to and in compliance with applicable laws, mort-  
345 gage lender requirements, and/or Federal Insuring and Guaranteeing Agency requirements. The Inspection is to be  
346 limited to all readily-visible and accessible areas of all structures on the Property, except fences. If the Inspection  
347 reveals active infestation(s), Buyer, at Buyer's expense, may obtain a Proposal from a wood-destroying pests pesti-  
348 cide applicator to treat the Property. If the Inspection reveals damage from active or previous infestation(s), Buyer  
349 may obtain a written Report from a professional contractor, home inspector or structural engineer that is limited to  
350 structural damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property.

351 **Deeds, Restrictions and Zoning**

352 **Elected** Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordi- **Waived**  
353   nances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the    
354 Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking)  
355 is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use: \_\_\_\_\_  
356

357 **Water Service**

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

362 **Radon**

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

373 **On-lot Sewage (If Applicable)**

374 **Elected** Buyer may obtain an Inspection of the individual on-lot sewage disposal system, which may include a hydraulic **Waived**  
375   load test, from a qualified, professional inspector. If and as required by the inspection company, Seller, at Seller's    
376 expense, will locate, provide access to, empty the individual on-lot sewage disposal system and provide all water  
377 needed, unless otherwise agreed. Seller will restore the Property to its previous condition, at Seller's expense,  
378 prior to settlement. See Paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection  
379 Contingency.

380 **Property and Flood Insurance**

381 **Elected** Buyer may determine the insurability of the Property by making application for property and casualty insurance **Waived**  
382   for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate    
383 with the insurer to assist in the insurance process. If the Property is located in a specially-designated flood zone,  
384 Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more  
385 prior to Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood

386 Buyer Initials:

Seller Initials:



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.

**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)**

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.**

Elected

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 (10-18)**

(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) **Within the stated Contingency Period** and as the result of any Inspection elected in Paragraph 12(C), except as stated in Paragraph 13(C):

1. If the results of the inspections elected in Paragraph 12(C) are satisfactory to Buyer, Buyer WILL **present all Report(s) in their entirety to Seller, accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR**
2. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL **present all Report(s) in their entirety to Seller and 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. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL **present all Report(s) in their entirety 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. During the Negotiation Period:

- (1) Seller will acknowledge in writing Seller's agreement to satisfy all the terms of Buyer's Proposal OR
- (2) Buyer and Seller will negotiate 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.

If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable

452 written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement and the  
453 Negotiation Period ends.

454 b. If no mutually acceptable written agreement is reached, or if Seller fails to respond during the Negotiation Period, within  
455 \_\_\_\_\_ days (2 if not specified) **following the end of the Negotiation Period**, Buyer will:

456 (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this  
457 Agreement, OR

458 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms  
459 of Paragraph 26 of this Agreement.

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

464 (C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within \_\_\_\_\_  
465 days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to,  
466 the name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected  
467 completion date for corrective measures. Within 5 DAYS of receiving Seller's Proposal, or **if no Proposal is provided within**  
468 **the stated time**, Buyer will notify Seller in writing of Buyer's choice to:

469 1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR

470 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of  
471 Paragraph 26 of this Agreement, OR

472 3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 28 of this Agreement. If required by  
473 any mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time  
474 required by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the  
475 Property given by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct  
476 the defects, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all  
477 deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

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

480 **14. TITLES, SURVEYS AND COSTS (9-18)**

481 (A) Within \_\_\_\_\_ days (7 if not specified) from the Execution Date of this Agreement, Buyer will order from a reputable title company  
482 for delivery to Seller a comprehensive title report on the Property. Upon receipt, Buyer will deliver a free copy of the title report  
483 to Seller.

484 (B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different  
485 from a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance  
486 policies come in standard and enhanced versions; **Buyer should consult with a title insurance agent about Buyer's options.**  
487 Buyer agrees to release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an  
488 owner's title insurance policy.

489 (C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation;  
490 (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees  
491 and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.

492 (D) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal descrip-  
493 tion of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or  
494 required by the mortgage lender will be obtained and paid for by Buyer.

495 (E) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the reg-  
496 ular rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions;  
497 historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the  
498 ground; easements of record; and privileges or rights of public service companies, if any.

499 (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  
500 Settlement Date, or any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes,  
501 but is not limited to, Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment  
502 against Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer  
503 sufficient to satisfy all liens and encumbrances against the Property.

504 (G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates,  
505 as specified in Paragraph 14(E), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned  
506 to Buyer according to the terms of Paragraph 26 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs  
507 incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items  
508 specified in Paragraph 14(C) items (1), (2), (3) and in Paragraph 14(D).

509 (H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation  
510 about the status of those rights unless indicated elsewhere in this Agreement.

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

513 (I) **COAL NOTICE (Where Applicable)**  
514 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDER-  
515 NEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COM-  
516 PLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND  
517 ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of  
518 the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence  
519 resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence  
520 by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose  
521 of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27,  
522 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

523 (J) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here: \_\_\_\_\_  
524

525 (K) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: \_\_\_\_\_  
526  **Private Transfer Fee Addendum (PAR Form PTF) is attached to and made part of this Agreement.**

527 2. **Notices Regarding Private Transfer Fees:** In Pennsylvania, Private Transfer Fees are defined and regulated in the Private  
528 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  
529 is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obli-  
530 gation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of  
531 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  
532 other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must  
533 disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed,  
534 the Act gives certain rights and protections to buyers.

535 **15. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (9-18)**

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

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

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

550 (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  
551 Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice  
552 of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of  
553 the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to  
554 Seller.

- 555 1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a  
556 copy of the notice to Buyer and notify Buyer in writing that Seller will:
  - 557 a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/  
558 improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
  - 559 b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will  
560 notify Seller in writing within 5 DAYS that Buyer will:
    - 561 (1) Accept a temporary access certificate or temporary use and occupancy certificate, agree to the RELEASE in Paragraph  
562 28 of this Agreement and make the repairs at Buyer's expense after settlement, OR
    - 563 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms  
564 of Paragraph 26 of this Agreement.

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

569 2. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph,  
570 Seller will perform all repairs/improvements as required by the notice at Seller's expense. **Paragraph 15(B)(2) will survive**  
571 **settlement.**

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

573 (A) Property is NOT a Condominium or part of a Planned Community unless checked below.  
574  **CONDOMINIUM.** The Property is a unit of a condominium that is primarily run by a unit owners' association. Section 3407  
575 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of  
576 the condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.

577 Buyer Initials: 

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Seller Initials: 

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578  PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by  
579 the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the decla-  
580 ration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the  
581 provisions set forth in Section 5407(a) of the Act.

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

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

589 (C) **THE FOLLOWING APPLIES TO REALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A**  
590 **PLANNED COMMUNITY:**

- 591 1. Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association  
592 a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides  
593 that the association is required to provide these documents within 10 days of Seller's request.
- 594 2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer  
595 for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the  
596 association in the Certificate.
- 597 3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents  
598 and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon  
599 Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of  
600 this Agreement.
- 601 4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will  
602 reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the  
603 Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for  
604 cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3)  
605 Appraisal fees and charges paid in advance to mortgage lender.

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

607 In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a prop-  
608 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  
609 the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of  
610 the property and result in a change in property tax.

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

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

614 (B) If any part of the Property included in the sale fails before settlement, Seller will:

- 615 1. Repair or replace that part of the Property before settlement, OR
- 616 2. Provide prompt written notice to Buyer of Seller's decision to:
  - 617 a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender,  
618 if any, OR
  - 619 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  
620 part of the Property.
- 621 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 fails**  
622 **to notify Buyer of Seller's choice**, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever  
623 is earlier, that Buyer will:
  - 624 a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
  - 625 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of  
626 Paragraph 26 of this Agreement.

627 **If Buyer fails to respond** within the time stated in Paragraph 18(B)(3) **or fails to terminate** this Agreement by written notice  
628 to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement.

629 (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  
630 replaced prior to settlement, Buyer will:

- 631 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
- 632 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of  
633 Paragraph 26 of this Agreement.

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

635 At or before settlement, either party may purchase a home warranty for the Property from a third-party vendor. Buyer and Seller  
636 understand that a home warranty for the Property does not alter any disclosure requirements of Seller, will not cover or warrant any  
637 pre-existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement regarding inspections or  
638 certifications that Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that a broker who recommends  
639 a home warranty may have a business relationship with the home warranty company that provides a financial benefit to the broker.



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

642 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  
643 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

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

645 This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assign-  
646 able, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless  
647 otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

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

649 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the  
650 laws of the Commonwealth of Pennsylvania.

651 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance  
652 by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of  
653 Pennsylvania.

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

655 The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property  
656 Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S.  
657 real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons pur-  
658 chasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required  
659 to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S.  
660 taxation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/  
661 Buyer 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  
662 withhold, you may be held liable for the tax.

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

664 The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing  
665 for community notification of the presence of certain convicted sex offenders. **Buyers are encouraged to contact the municipal**  
666 **police department or the Pennsylvania State Police** for information relating to the presence of sex offenders near a particular prop-  
667 erty, or to check the information on the Pennsylvania State Police Web site at [www.pameganslaw.state.pa.us](http://www.pameganslaw.state.pa.us).

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

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

674 (B) Unless otherwise stated in this Agreement, **Buyer has inspected the Property** (including fixtures and any personal property spe-  
675 cifically listed herein) **before signing this Agreement or has waived the right to do so, and agrees to purchase the Property**  
676 **IN ITS PRESENT CONDITION**, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that  
677 Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the  
678 structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of  
679 conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems  
680 contained therein.

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

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

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

684 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all  
685 deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID.  
686 Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

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

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

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

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

694 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the  
695 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))

696 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved \_\_\_\_\_ days (180 if not  
697 specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the  
698 Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written  
699 request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the  
700 subject of litigation or mediation. If Broker has received verifiable written notice of litigation prior to the receipt of Buyer's request  
701 for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer  
702 and Seller or a final court order. Buyer and Seller are advised to initiate litigation for any portion of the deposit monies prior to  
703 any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based  
704 upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights  
705 to pursue litigation even after a distribution is made.

706 Buyer Initials:

Seller Initials:

- 707 (D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 26 or Pennsylvania  
 708 law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit  
 709 monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.  
 710 (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:  
 711 1. Fail to make any additional payments as specified in Paragraph 2, OR  
 712 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning  
 713 Buyer's legal or financial status, OR  
 714 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.  
 715 (F) **Unless otherwise checked in Paragraph 26(G)**, Seller may elect to retain those sums paid by Buyer, including deposit monies:  
 716 1. On account of purchase price, OR  
 717 2. As monies to be applied to Seller's damages, OR  
 718 3. As liquidated damages for such default.  
 719 (G)  **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.**  
 720  
 721 (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 26(F) or (G), Buyer  
 722 and Seller are released from further liability or obligation and this Agreement is VOID.  
 723 (I) Brokers and licensees are not responsible for unpaid deposits.

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

725 Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies,  
 726 to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute  
 727 Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation  
 728 system offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be  
 729 divided equally among the parties and will be paid before the mediation conference. This mediation process must be concluded before  
 730 any party to the dispute may initiate legal proceedings in any courtroom, with the exception of filing a summons if it is necessary to  
 731 stop any statute of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding. Any  
 732 agreement to mediate disputes or claims arising from this Agreement will survive settlement.

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

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

742 **29. REAL ESTATE RECOVERY FUND (4-18)**

743 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real  
 744 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been  
 745 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-  
 746 3658.

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

- 748 (A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s)  
 749 and Closing Disclosure(s) upon receipt.  
 750 (B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be  
 751 satisfied by communication/delivery to the Broker for Buyer, if any, **except for documents required to be delivered pursuant**  
 752 **to Paragraph 16**. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made  
 753 directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or  
 754 allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if  
 755 any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the  
 756 Seller, unless otherwise agreed to by the parties.

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

758 The section and paragraph headings in this Agreement are for convenience only and are not intended to indicate all of the matter in the  
 759 sections which follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

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

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

- 763  Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- 764  Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
- 765  Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
- 766  Settlement of Other Property Contingency Addendum (PAR Form SOP)
- 767  Appraisal Contingency Addendum (PAR Form ACA)
- 768  Short Sale Addendum (PAR Form SHS)

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772 (B) **Additional Terms:**

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

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

790 **NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT.** Parties to this transaction are  
791 advised to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

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

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

795   Buyer has received a statement of Buyer’s estimated closing costs before signing this Agreement.

796   Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money)  
797 before signing this Agreement.

798   Buyer has received the Lead-Based Paint Hazards Disclosure, which is attached to this Agreement of Sale. Buyer has  
799 received the pamphlet Protect Your Family from Lead in Your Home (for properties built prior to 1978).

800 **BUYER**  **DATE** \_\_\_\_\_

801 **BUYER**  **DATE** \_\_\_\_\_

802 **BUYER**  **DATE** \_\_\_\_\_

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

804 Seller has received a statement of Seller’s estimated closing costs before signing this Agreement.

805 **SELLER**  **DATE** \_\_\_\_\_

806 **SELLER**  **DATE** \_\_\_\_\_

807 **SELLER**  **DATE** \_\_\_\_\_