

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

A/S-R

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

SELLER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

BROKER (Company) ADDRESS LICENSEE(S) PHONE FAX Designated Agent? [] Yes [] No
BROKER IS THE AGENT FOR SELLER. OR (if checked below):
Broker is NOT the Agent for Seller and is a/an: [] AGENT FOR BUYER [] TRANSACTION LICENSEE

BUYER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

BROKER (Company) ADDRESS LICENSEE(S) PHONE FAX Designated Agent? [] Yes [] No
BROKER IS THE AGENT FOR BUYER. OR (if checked below):
Broker is NOT the Agent for Buyer and is a/an: [] AGENT FOR SELLER [] SUBAGENT FOR SELLER [] TRANSACTION LICENSEE

When the same Broker is Agent for Seller and Agent for Buyer, Broker is a Dual Agent. 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 Seller and Buyer, the Licensee is a Dual Agent.

1. This Agreement, dated _____, is between

SELLER(S): _____

_____, called "Seller," and

BUYER(S): _____

_____, called "Buyer."

2. PROPERTY (9-05) Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:

ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as:

_____ in the _____ of _____
County of _____ in the Commonwealth of Pennsylvania. Identification (e.g., Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date): _____

3. TERMS (9-05)

(A) Purchase Price _____ U.S. Dollars,

which will be paid to Seller by Buyer as follows:

- 1. Cash or check at signing this Agreement: \$ _____
2. Cash or check within _____ days of the execution of this Agreement: \$ _____
3. _____ \$ _____
4. Cash or cashier's check at time of settlement: \$ _____
TOTAL \$ _____

(B) Deposits paid by Buyer within 30 DAYS of settlement will be by cash or cashier's check. Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here), _____, who will retain deposits in an escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Any check tendered as deposit monies may be held uncashed pending the acceptance of this Agreement.

(C) Seller's written approval to be on or before: _____

(D) Settlement to be on _____, or before if Buyer and Seller agree.

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

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

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

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

Buyer Initials: _____

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Seller Initials: _____

Revised 9/05

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9/05

COMMUNICATIONS WITH BUYER AND/OR SELLER

Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied by communication/delivery to the Broker for Buyer, if any. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties.

Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

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 the presence 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.**

INFORMATION REGARDING REAL ESTATE TAXES (Paragraph 3: Terms)

Real Estate Tax Proration: For purposes of prorating real estate taxes, the "periods covered" by the tax bills are as follows:

Municipal Taxes: For all counties and municipalities in Pennsylvania, tax bills are for the period January 1 to December 31.

School Taxes: For all school districts, other than the Philadelphia, Pittsburgh and Scranton school districts, the period covered by the tax bill is July 1 to June 30. For the Philadelphia, Pittsburgh and Scranton school districts, tax bills are for the period January 1 to December 31.

Real Estate Assessment Notice: In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax.

NOTICE TO BUYERS SEEKING MORTGAGE FINANCING (Paragraph 6: Mortgage Contingency)

The appraised value of the Property is used in determining the maximum amount of the loan and may be different from the purchase price and/or market value.

4. **FIXTURES & PERSONAL PROPERTY (9-05)**

(A) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, including plumbing; heating; lighting fixtures (including chandeliers and ceiling fans); water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; unpotted shrubbery, plantings and trees; any remaining heating and cooking fuels stored on the Property at the time of settlement; sump pumps; storage sheds; mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware, shades and blinds; awnings; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated. Also included: _____

(B) LEASED items (not owned by Seller): _____

(C) EXCLUDED fixtures and items: _____

5. **DATES/TIME IS OF THE ESSENCE (9-05)**

(A) The settlement date and all other dates and times referred to for the performance of any of the obligations of this Agreement are of the essence and are binding.

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

(C) The settlement date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.

(D) Certain time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed time periods are negotiable and may be changed by striking out the pre-printed text and inserting a different time period acceptable to all parties.

6. **MORTGAGE CONTINGENCY (9-05)**

- WAIVED. This sale is NOT contingent on mortgage financing, although Buyer may still obtain mortgage financing.
 ELECTED.

(A) This sale is contingent upon Buyer obtaining mortgage financing as follows:

First Mortgage on the Property

Loan Amount \$ _____
Minimum Term _____ years
Type of mortgage _____
Mortgage lender _____

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

Second Mortgage on the Property

Loan Amount \$ _____
Minimum Term _____ years
Type of mortgage _____
Mortgage lender _____

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

The interest rate(s) and fee(s) provisions in paragraph 6 (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. 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 the Buyer and/or the mortgage lender(s) to make the above mortgage terms available to Buyer.

(B) Within _____ days (10 if not specified) from the Execution Date of this Agreement, Buyer will make a completed, written mortgage application for the mortgage terms stated above to the mortgage lender(s) identified in paragraph 6 (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.

(C) Should Buyer furnish false or incomplete information to Seller, Broker(s), or the mortgage lender(s) concerning Buyer's legal or financial status, or fail to cooperate in good faith in processing the mortgage loan application, which results in the mortgage lender(s) refusing to approve a mortgage loan commitment, Buyer will be in default of this Agreement.

- (D) 1. Mortgage commitment date: _____. If Seller does not receive a copy of Buyer's mortgage commitment(s) by this date, Buyer and Seller agree to extend the mortgage commitment date until Seller terminates this Agreement by written notice to Buyer.
2. Upon receiving a mortgage commitment, Buyer will promptly deliver a copy of the commitment to Seller.
3. Seller may terminate this Agreement in writing after the mortgage commitment date, if the mortgage commitment(s):
a. Is not valid until the date of settlement, OR
b. Is conditioned upon the sale and settlement of any other property, OR
c. Does not satisfy all the mortgage terms as stated in paragraph 6 (A), OR
d. Contains any other condition not specified in this Agreement that is not satisfied and/or removed in writing by the mortgage lender(s) within 7 DAYS after the mortgage commitment date in paragraph 6 (D) (1), other than those conditions that are customarily satisfied at or near settlement, such as obtaining insurance and confirming employment status.
4. If this Agreement is terminated pursuant to paragraphs 6 (D) (1) or (3), or the mortgage loan(s) is not obtained for settlement, all deposit monies will be returned to Buyer according to the terms of paragraph 30 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 and/or fire insurance with extended coverage, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).

Buyer Initials: _____

Seller Initials: _____

PROPERTY & ENVIRONMENTAL INSPECTION NOTICES (Paragraph 11: Property Inspection Contingency)

Flood Plains: If the Property is located in a flood plain, Buyer may be required to carry additional insurance.

Property Boundary / Square Footage: Seller has not had the Property surveyed. 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 square footage of the structure(s) and/or lot size are approximations only and may be inaccurate. If Buyer wishes to verify the Property's boundaries or square footage, Buyer is advised to engage a professional surveyor or obtain an independent measurement of the structure(s) and/or lot size.

Water Service: Buyer may elect to have the water service inspected by a professional water/well testing company. In addition, on-site water service systems may have to meet certain quality and/or quantity requirements set by the municipality or the mortgage lender.

Wood-Destroying Insect Infestation: Insects whose primary source of food is wood, such as termites, wood-boring beetles, carpenter ants, carpenter bees and certain other insects, can cause damage to the wood structure of a residence. Termite and Pest Control companies are available to inspect to determine whether wood-destroying insects are present. Because of the way these insects function, damage to wood may be hidden. Careful selection should be made of skilled experts in the termite/pest control field to insure proper determination of whether wood-boring insects or resultant damage is present.

Exterior Insulation and Finish Systems (EIFS): Exterior Insulation and Finish Systems — sometimes referred to as synthetic stucco — are multi-layered wall systems applied to the exterior of some homes. Poor or improper installation of EIFS may result in moisture penetrating the surface of a structure where it may cause damage to the building's frame. Leakage most frequently occurs near doors and windows, gutters, the roof connection and at the lowermost edge of the exterior surface. Vulnerability to leakage depends on structure design as well as the expertise and application skills of the contractor. Damage caused by water intrusion may be both extensive and expensive to repair but may go undetected in the absence of an adequate inspection. Buyers purchasing homes with EIFS construction may seek to engage an inspector experienced in testing for EIFS-related problems who can determine the moisture content of the building's frame.

Asbestos: The heat-resistant and durable nature of asbestos makes it useful in construction. The physical properties that give asbestos its resistance to heat and decay are linked with several adverse health effects. Asbestos can easily break into microscopic fibers that remain suspended in the air for long periods of time. When inhaled, these fibers easily penetrate body tissue. Asbestos is known to cause Asbestosis and various forms of cancer. Inquiries or requests for more information about asbestos can be directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C. 20460, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health, Harrisburg, PA 17120.

Electromagnetic Fields: Electromagnetic Fields (EMFs) occur around all electrical appliances and power lines. Conclusive evidence that EMFs pose health risks does not exist at present, and Pennsylvania has no laws regarding this issue.

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. For more information and a list of hazardous substances, contact the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C. 20460, (202) 260-2090.

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.

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 including upper respiratory congestion, cough, mucous membrane irritation, fever, chills, muscle ache or other transient inflammation or allergy. Claims have been asserted that exposure to mold contamination and bioaerosols has led to serious infection, immunosuppression and illnesses of neuro or systemic toxicity. Sampling of indoor air quality and other methods exist to determine the presence and scope of indoor contamination. Because individuals may be affected differently, or not affected at all, by the presence of mold or other bioaerosols, Buyer may wish to engage the services of a qualified professional to undertake an assessment and/or sampling of the Property. Assessments and samplings for the presence of mold and bioaerosols can be performed by qualified industrial hygienists, engineers, laboratories and home inspection companies that offer these services. Information about indoor air quality issues is available through the U.S. Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318.

- (E) If the mortgage lender(s), or an insurer providing property and casualty insurance as 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(s) or insurer, Buyer accepts the Property and agrees to the RELEASE in paragraph 27 of this Agreement.
 2. If Seller will not make the required repairs, **or if Seller fails to respond within the time given**, Buyer will, within 5 DAYS, notify Seller of Buyer's choice to:
 - a. Make the required repairs, at Buyer's expense, with permission and access to the Property given by Seller; permission and access may not be unreasonably withheld by Seller, OR
 - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement.

(F) **Seller Assist**

- NOT APPLICABLE
- APPLICABLE. Seller will pay:
- \$ _____, or _____ % of Purchase Price, maximum, toward Buyer's costs as acceptable to the mortgage lender(s).
- _____

FHA/VA, IF APPLICABLE

(G) 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 dollar amount to be inserted is the sales 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."

(H) **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.

(I) **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.

7. WAIVER OF CONTINGENCIES (9-05)

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in paragraph 27 of this Agreement.

8. PROPERTY INSURANCE AVAILABILITY (9-05)

WAIVED. This Agreement is NOT contingent upon Buyer obtaining property and casualty insurance for the Property, although Buyer may still obtain property and casualty insurance.

ELECTED. Contingency Period: DAYS (15 if not specified) from the Execution Date of this Agreement.

Within the Contingency Period, Buyer will make application for property and casualty insurance for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with the insurer to assist in the insurance process. If Buyer cannot obtain property and casualty insurance for the Property on terms and conditions reasonably acceptable to Buyer, Buyer will, within the Contingency Period:

- (A) Accept the Property and agree to the RELEASE in paragraph 27 of this Agreement, OR
- (B) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement, OR
- (C) Enter into a mutually acceptable written agreement with Seller.

If Buyer and Seller do not reach a written agreement during the Contingency Period, and Buyer does not terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in paragraph 27 of this Agreement.

9. INSPECTIONS (9-05)

- (A) Seller will provide access to insurers' representatives and, as may be required by this Agreement, to surveyors, municipal officials, and inspectors. If Buyer is obtaining mortgage financing, Seller will provide access to the Property to appraisers and others reasonably required by mortgage lender(s). Buyer may attend any inspections.
- (B) Buyer may make a pre-settlement walk-through inspection of the Property. Buyer's right to this inspection is not waived by any other provision of this Agreement.
- (C) Seller will have heating and all utilities (including fuel(s)) on for all inspections.
- (D) All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection report to Broker for Buyer.
- (E) Seller has the right, upon request, to receive without charge a copy of any inspection report from the party for whom it was prepared.

**INFORMATION REGARDING THE HOME INSPECTION LAW 68 Pa. C.S.A. §7501, et. seq.
(Paragraph 11: Property Inspection Contingency)**

Applicability: The Home Inspection Law applies to “residential real estate transfers,” defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved. (See Information Regarding The Real Estate Seller Disclosure Law (exceptions 1-8) for a list of exceptions to this general rule.)

The following definitions are taken from the text of the Home Inspection Law

Home Inspection: A noninvasive, visual examination of some combination of the mechanical, electrical or plumbing systems or the structural and essential components of a residential dwelling designed to identify material defects in those systems and components, and performed for a fee in connection with or preparation for a proposed or possible residential real estate transfer. The term also includes any consultation regarding the property that is represented to be a home inspection or that is described by any confusingly similar term. The term does not include an examination of a single system or component of a residential dwelling such as, for example, its electrical or plumbing system or its roof. The term also does not include an examination that is limited to inspection for, or of, one or more of the following: wood-destroying insects, underground tanks and wells, septic systems, swimming pools and spas, alarm systems, air and water quality, tennis courts and playground equipment, pollutants, toxic chemicals and environmental hazards. The scope of a home inspection, the services to be performed and the systems and conditions to be inspected or excluded from inspection may be defined by a contract between the home inspector and the client.

Home inspection report: A written report on the results of a home inspection.

A home inspection report shall include:

- (1) A description of the scope of the inspection, including without limitation an identification of the structural elements, systems and sub-systems covered by the report.
- (2) A description of any material defects noted during the inspection, along with any recommendation that certain experts be retained to determine the extent of the defects and any corrective action that should be taken. A “material defect” that poses an unreasonable risk to people on the property shall be conspicuously identified as such.

A home inspector shall not express either orally or in writing an estimate of the cost to repair any defect found during a home inspection, except that such an estimate may be included in a home inspection report if:

- (1) the report identifies the source of the estimate;
- (2) the estimate is stated as a range of costs; and
- (3) the report states that the parties should consider obtaining an estimate from a contractor who performs the type of repair involved.

Seller shall have the right, upon request, to receive without charge a copy of any inspection report from the party for whom it was prepared.

Home inspector: An individual who performs a home inspection.

National home inspectors association: Any national association of home inspectors that:

- (1) Is operated on a not-for-profit basis and is not operated as a franchise.
- (2) Has members in more than ten states.
- (3) Requires that a person may not become a full member unless the person has performed or participated in more than 100 home inspections and has passed a recognized or accredited examination testing knowledge of the proper procedures for conducting a home inspection.
- (4) Requires that its members comply with a code of conduct and attend continuing professional education classes as an ongoing condition of membership.

A buyer shall be entitled to rely in good faith, without independent investigation, on a written representation by a home inspector that the home inspector is a full member in good standing of a national home inspection association.

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

INFORMATION REGARDING RADON (Paragraph 13: Status of Radon)

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

172 **10. INSPECTION CONTINGENCY OPTIONS (9-05)** 172

173 **The inspection contingencies elected by Buyer in paragraphs 11-15 are controlled by the Options set forth below.** The time periods stated in 173

174 these Options will apply to **all** inspection contingencies in paragraphs 11-15 unless otherwise stated in this Agreement. 174

175 **Option 1. Within the Contingency Period, as stated in paragraphs 11-15, Buyer will:** 175

176 1. **Accept the Property** with the information stated in the report(s) and agree to the RELEASE in paragraph 27 of this Agreement, OR 176

177 2. If Buyer is not satisfied with the information stated in the report(s), **terminate this Agreement** by written notice to Seller, with all deposit 177

178 monies returned to Buyer according to the terms of paragraph 30 of this Agreement, OR 178

179 3. **Enter into a mutually acceptable written agreement** with Seller providing for any repairs or improvements to the Property and/or any 179

180 credit to Buyer at settlement, as acceptable to the mortgage lender(s), if any. 180

181 **If Buyer and Seller do not reach a written agreement during the specified Contingency Period, and Buyer does not terminate this** 181

182 **Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in paragraph** 182

183 **27 of this Agreement.** 183

184 **Option 2. Within the Contingency Period, as stated in paragraphs 11-15, Buyer will:** 184

185 1. **Accept the Property** with the information stated in the report(s) and agree to the RELEASE in paragraph 27 of this Agreement, OR 185

186 2. If Buyer is not satisfied with the information stated in the report(s), **present the report(s) to Seller with a Written Corrective Proposal** 186

187 **(“Proposal”) listing corrections and/or credits desired by Buyer.** The Proposal may, but is not required to, include the name of a prop- 187

188 erly licensed or qualified professional to perform the corrections requested in the Proposal, provisions for payment, including retests, and 188

189 a projected date for completion of the corrections. Buyer agrees that Seller will not be held liable for corrections that do not comply with 189

190 mortgage lender or governmental requirements if performed in a workmanlike manner according to the terms of Buyer’s Proposal, or by 190

191 a contractor selected by Buyer. 191

192 a. Within ____ days (7 if not specified) of receiving Buyer’s Proposal, Seller will inform Buyer in writing of Seller’s choice to: 192

193 (1) Satisfy the terms of Buyer’s Proposal, OR 193

194 (2) Credit Buyer at settlement for the costs to satisfy the terms of Buyer’s Proposal, as acceptable to the mortgage lender(s), if any, OR 194

195 (3) Not satisfy the terms of Buyer’s Proposal and not credit Buyer at settlement for the costs to satisfy the terms of Buyer’s Proposal. 195

196 b. If Seller agrees to satisfy the terms of Buyer’s Proposal or to credit Buyer at settlement as specified above, Buyer accepts the Property 196

197 and agrees to the RELEASE in paragraph 27 of this Agreement. 197

198 c. If Seller chooses not to satisfy the terms of Buyer’s Proposal and not to credit Buyer at settlement as specified above, or **if Seller fails** 198

199 **to choose any option within the time given,** Buyer will, within ____ days (5 if not specified): 199

200 (1) Accept the Property with the information stated in the report(s) and agree to the RELEASE in paragraph 27 of this Agreement, OR 200

201 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of para- 201

202 graph 30 of this Agreement, OR 202

203 (3) Enter into a mutually acceptable written agreement with Seller providing for any repairs or improvements to the Property and/or 203

204 any credit to Buyer at settlement, as acceptable to the mortgage lender(s), if any. 204

205 **If Buyer and Seller do not reach a written agreement during the time specified in Option 2, 2. c., and Buyer does not term-** 205

206 **inate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the** 206

207 **RELEASE in paragraph 27 of this Agreement.** 207

208 **11. PROPERTY INSPECTION CONTINGENCY (9-05)** (See Property and Environmental Inspection Notices) 208

209 Buyer understands that property inspections, certifications and/or investigations can be performed by professional contractors, home inspectors, 209

210 engineers, architects and other properly licensed or otherwise qualified professionals, and may include, but are not limited to: structural compo- 210

211 nents; roof; exterior windows and exterior doors; exterior siding, fascia, gutters and downspouts; swimming pools, hot tubs and spas; appliances; 211

212 electrical, plumbing, heating and cooling systems; water penetration; environmental hazards (e.g., mold, fungi, indoor air quality, asbestos, under- 212

213 ground storage tanks, etc.); electromagnetic fields; wetlands inspection; flood plain verification; property boundary/square footage verification; 213

214 and any other items Buyer may select. Buyer is advised to investigate easements, deed and use restrictions (including any historic preservation 214

215 restrictions or ordinances) that apply to the Property and to review local zoning ordinances. Other provisions of this Agreement may provide for 215

216 inspections, certifications and/or investigations that are not waived or altered by Buyer’s election here. 216

217 **WAIVED.** Buyer has the option to conduct property inspections, certifications and/or investigations. Buyer **WAIVES THIS OPTION** and 217

218 agrees to the RELEASE in paragraph 27 of this Agreement. 218

219 **ELECTED.** Contingency Period: ____ days (15 if not specified) from the Execution Date of this Agreement. 219

220 (A) **Within the Contingency Period,** Buyer, at Buyer’s expense, may have inspections, certifications and/or investigations completed by proper- 220

221 ly licensed or otherwise qualified professionals. If Buyer elects to have a home inspection of the Property, as defined in the Pennsylvania Home 221

222 Inspection Law (see Information Regarding the Home Inspection Law), the home inspection must be performed by a full member in good stand- 222

223 ing of a national home inspection association or a person supervised by a full member of a national home inspection association, in accordance 223

224 with the ethical standards and code of conduct or practice of that association, or by a properly licensed or registered professional engineer, or a 224

225 properly licensed or registered architect. This contingency does not apply to the following existing conditions and/or items: 225

226 _____ 226

227 _____ 227

228 (B) If Buyer is not satisfied with the condition of the Property as stated in the written inspection report(s), Buyer will proceed under one of the fol- 228

229 lowing Options as listed in paragraph 10 **within the Contingency Period:** 229

230 **Option 1** 230

231 **Option 2** For the purposes of Paragraph 11 only, Buyer agrees to accept the Property with the results of any report(s) and agrees to 231

232 the RELEASE in paragraph 27 of this Agreement if the total cost to correct the conditions stated in the report(s) is less than 232

233 \$ _____ (\$0 if not specified) (the “Deductible Amount”). Otherwise, all provisions of paragraph 10, Option 2, shall 233

234 apply, except that Seller will be deemed to have satisfied the terms of Buyer’s Proposal if Seller agrees to perform corrections 234

235 or offer credits such that the cumulative cost of any uncorrected or uncredited condition(s) is equal to the Deductible Amount. 235

SEWAGE NOTICES (Paragraph 15: Status of Sewer)

NOTICES PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT

NOTICE 1: THERE IS NO CURRENTLY EXISTING COMMUNITY SEWAGE SYSTEM AVAILABLE FOR THE SUBJECT PROPERTY.

Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.

NOTICE 2: THIS PROPERTY IS SERVICED BY AN INDIVIDUAL SEWAGE SYSTEM INSTALLED UNDER THE TEN-ACRE PERMIT EXEMPTION PROVISIONS OF SECTION 7 OF THE PENNSYLVANIA SEWAGE FACILITIES ACT.

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

NOTICE 3: THIS PROPERTY IS SERVICED BY A HOLDING TANK (PERMANENT OR TEMPORARY) TO WHICH SEWAGE IS CONVEYED BY A WATER CARRYING SYSTEM AND WHICH IS DESIGNED AND CONSTRUCTED TO FACILITATE ULTIMATE DISPOSAL OF THE SEWAGE AT ANOTHER SITE. Pursuant to the Pennsylvania Sewage Facilities Act, **Seller must provide** a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

NOTICE 4: AN INDIVIDUAL SEWAGE SYSTEM HAS BEEN INSTALLED AT AN ISOLATION DISTANCE FROM A WELL THAT IS LESS THAN THE DISTANCE SPECIFIED BY REGULATION. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

NOTICE 5: THIS LOT IS WITHIN AN AREA IN WHICH PERMIT LIMITATIONS ARE IN EFFECT AND IS SUBJECT TO THOSE LIMITATIONS. SEWAGE FACILITIES ARE NOT AVAILABLE FOR THIS LOT AND CONSTRUCTION OF A STRUCTURE TO BE SERVED BY SEWAGE FACILITIES MAY NOT BEGIN UNTIL THE MUNICIPALITY COMPLETES A MAJOR PLANNING REQUIREMENT PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT AND REGULATIONS PROMULGATED THEREUNDER.

237 **12. WOOD INFESTATION INSPECTION CONTINGENCY (9-05)** 237

238 WAIVED. Buyer has the option to have the Property inspected for wood infestation by an inspector certified as a wood-destroying pests pesti- 238

239 cide applicator. BUYER WAIVES THIS OPTION and agrees to the RELEASE in paragraph 27 of this Agreement. 239

240 ELECTED. Contingency Period: ____ days (15 if not specified) from the Execution Date of this Agreement. 240

241 (A) **Within the Contingency Period**, Buyer, at Buyer's expense, may obtain a written "Wood-Destroying Insect Infestation Inspection Report" 241

242 from an inspector certified as a wood-destroying pests pesticide applicator and will deliver it and all supporting documents and drawings pro- 242

243 vided by the inspector to Seller. The report is to be made satisfactory to and in compliance with applicable laws, mortgage lender requirements, 243

244 and/or Federal Insuring and Guaranteeing Agency requirements, if any. The inspection is to be limited to all readily visible and accessible areas 244

245 of all structures on the Property except fences and the following structures, which will not be inspected: _____ 245

246 _____ 246

247 (B) If the inspection reveals active infestation(s), Buyer, at Buyer's expense, may **within the Contingency Period**, obtain a Proposal from a wood- 247

248 destroying pests pesticide applicator to treat the Property. 248

249 (C) If the inspection reveals damage from active or previous infestation(s), Buyer, at Buyer's expense, may **within the Contingency Period**, obtain 249

250 a written report from a professional contractor, home inspector or structural engineer that is limited to structural damage to the Property caused 250

251 by wood-destroying organisms and a Proposal to repair and/or treat the Property. 251

252 (D) If Buyer is not satisfied with the condition of the Property as stated in the written inspection report(s), Buyer will proceed under one of the fol- 252

253 lowing Options as listed in paragraph 10 **within the Contingency Period**: 253

254 **Option 1** 254

255 **Option 2** 255

256 **13. STATUS OF RADON (9-05)** (see Information Regarding Radon) 256

257 (A) **Seller has no knowledge** concerning the presence or absence of radon unless checked below: 257

258 1. Seller has knowledge that the Property was tested on the dates, by the methods (e.g., charcoal canister, alpha track, etc.), and with the 258

259 results of all tests indicated below: 259

260 DATE TYPE OF TEST RESULTS (picoCuries/liter or working levels) 260

261 _____ 261

262 _____ 262

263 2. Seller has knowledge that the Property underwent radon reduction measures on the date(s) and by the method(s) indicated below: 263

264 DATE RADON REDUCTION METHOD 264

265 _____ 265

266 _____ 266

267 COPIES OF ALL AVAILABLE TEST REPORTS will be delivered to Buyer with this Agreement. SELLER DOES NOT WARRANT 267

268 EITHER THE METHODS OR RESULTS OF THE TESTS. 268

269 (B) **RADON INSPECTION CONTINGENCY** 269

270 WAIVED. Buyer has the option to have the Property inspected for radon by a certified inspector. BUYER WAIVES THIS OPTION and 270

271 agrees to the RELEASE in paragraph 27 of this Agreement. 271

272 ELECTED. Contingency Period: ____ days (15 if not specified) from the Execution Date of this Agreement. 272

273 **Within the Contingency Period**, Buyer, at Buyer's expense, may obtain a radon test of the Property from a certified inspector. If Seller 273

274 performs any radon remediation, Seller will provide Buyer a certification that the remediation was performed by a properly licensed and 274

275 certified radon mitigation company. 275

276 1. If the written test report reveals the presence of radon below 0.02 working levels or 4 picoCuries/liter (4 pCi/L), Buyer accepts the 276

277 Property and agrees to the RELEASE in paragraph 27 of this Agreement. 277

278 2. If the written test report reveals the presence of radon at or exceeding 0.02 working levels or 4 picoCuries/liter (4 pCi/L), Buyer will 278

279 proceed under one of the following Options as listed in paragraph 10 **within the Contingency Period**: 279

280 **Option 1** 280

281 **Option 2** 281

282 **14. STATUS OF WATER (9-05)** 282

283 (A) Seller represents that the Property is served by: 283

284 Public Water 284

285 On-site Water 285

286 Community Water 286

287 None 287

288 _____ 288

289 (B) **WATER SERVICE INSPECTION CONTINGENCY** 289

290 WAIVED. Buyer has the option to have an inspection of the quality and or quantity of the water system for the Property. BUYER WAIVES 290

291 THIS OPTION and agrees to the RELEASE in paragraph 27 of this Agreement. 291

292 ELECTED. Contingency Period: ____ days (15 if not specified) from the Execution Date of this Agreement. 292

293 1. **Within the Contingency Period**, Buyer, at Buyer's expense, may obtain an inspection of the quality and/or quantity of the water 293

294 system from a properly licensed or otherwise qualified water/well testing company. 294

295 2. If required by the inspection company, Seller, at Seller's expense, will locate and provide access to the on-site (or individual) water 295

296 system. Seller also agrees to restore the Property, at Seller's expense, prior to settlement. 296

297 3. If Buyer is not satisfied with the condition of the water system as stated in the written inspection report(s), Buyer will proceed under 297

298 one of the following Options as listed in paragraph 10 **within the Contingency Period**: 298

299 **Option 1** 299

300 **Option 2** 300

INFORMATION REGARDING RECREATIONAL CABINS (Paragraph 19: Title, Surveys & Costs)

The following definitions and requirements are taken from the Pennsylvania Construction Code Act (35 P.S. §7210.101 et. seq.)

A Recreational Cabin is a structure which is:

- (1) Utilized principally for recreational activity;
- (2) Not utilized as a domicile or residence for any individual for any time period;
- (3) Not utilized for commercial purposes;
- (4) Not greater than two stories in height, excluding basement;
- (5) Not utilized by the owner or any other person as a place of employment;
- (6) Not a mailing address for bills and correspondence; and
- (7) Not listed as an individual's place of residence on a tax return, driver's license, car registration or voter registration.

A recreational cabin may be exempt from the provisions of the Pennsylvania Construction Code Act if:

- (1) The cabin is equipped with at least one smoke detector, one fire extinguisher and one carbon monoxide detector in both the kitchen and sleeping quarters; and
- (2) The owner of the cabin files with the municipality either:
 - (a) An affidavit on a form prescribed by the Pennsylvania Department of Labor and Industry attesting to the fact that the cabin meets the definition of a "recreational cabin" in Section 103 of the Act; or
 - (b) A valid proof of insurance for the recreational cabin, written and issued by an insurer authorized to do business in this Commonwealth, stating that the structure meets the definition of a "recreational cabin" as defined in Section 103 of the Act.

If a recreational cabin is subject to exclusion from the Pennsylvania Construction Code Act, upon transfer of ownership of the recreational cabin, written notice must be provided in the sales agreement and the deed that the recreational cabin:

- (1) Is exempt from this Act;
- (2) May not be in conformance with the uniform construction code; and
- (3) Is not subject to municipal regulation.

Failure to comply with this notice requirement shall render the sale voidable at the option of the purchaser.

INFORMATION REGARDING CONDOMINIUMS AND PLANNED COMMUNITIES (Paragraph 20: Condominium/Planned Community (Homeowner Association) Resale Notice)

Definition of a Condominium

The Uniform Condominium Act defines a "condominium" as real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real estate is not a condominium unless the undivided interests in the common elements are vested in the unit owners.

Definition of a Planned Community

The Uniform Planned Community Act defines a "planned community" as real estate with respect to which a person, by virtue of ownership of an interest in any portion of the real estate, is or may become obligated by covenant, easement or agreement imposed on the owner's interest to pay any amount for real property taxes, insurance, maintenance, repair, improvement, management, administration or regulation of any part of the real estate other than the portion or interest owned solely by the person. The term excludes a cooperative and a condominium, but a cooperative or condominium may be part of a planned community. For the purposes of this definition, "ownership" includes holding a leasehold interest of more than 20 years, including renewal options, in real estate. The term includes non-residential campground communities.

Exemptions from the Uniform Planned Community Act and the Uniform Condominium Act: When a Certificate of Resale Is Not Required

The owner of a property located within a planned community is not required to furnish the buyer with a certificate of resale under the following circumstances:

- (1) The Planned Community/Condominium contains no more than 12 units, provided there is no possibility of adding real estate or subdividing units to increase the size of the planned community or condominium.
- (2) The Planned Community/Condominium is one in which all of the units are restricted exclusively to non-residential use, unless the declaration provides that the resale provisions are nevertheless to be followed.
- (3) The Planned Community/Condominium or units are located outside the Commonwealth of Pennsylvania.
- (4) The transfer of the unit is a gratuitous transfer.
- (5) The transfer of the unit is required by court order.
- (6) The transfer of the unit is by the government or a governmental agency.
- (7) The transfer of the unit is the result of foreclosure or in lieu of foreclosure.

Notices Regarding Public Offering Statements and Right to Rescission

If Seller is a Declarant of the condominium or planned community, Seller is required to furnish Buyer with a copy of the Public Offering Statement and its amendments. For condominiums, the delivery of the Public Offering Statement must be made no later than the date the buyer executes this Agreement. Buyer may cancel this Agreement within 15 days after receiving the Public Offering Statement and any amendments that materially and adversely affect Buyer. For planned communities, the Declarant must provide the Buyer with a copy of the Public Offering Statement and its amendments no later than the date the Buyer executes this Agreement. Buyer may cancel this Agreement within 7 days after receiving the Public Offering Statement and any amendments that materially and adversely affect Buyer.

- 302 **15. STATUS OF SEWER (9-05)** 302
- 303 (A) Seller represents that the Property is served by: 303
- 304 Public Sewer 304
- 305 Individual On-lot Sewage Disposal System (see Sewage Notice 1) 305
- 306 Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable) 306
- 307 Community Sewage Disposal System 307
- 308 Ten-Acre Permit Exemption (see Sewage Notice 2) 308
- 309 Holding Tank (see Sewage Notice 3) 309
- 310 None (see Sewage Notice 1) 310
- 311 None Available/Permit Limitations in Effect (see Sewage Notice 5) 311
- 312 _____ 312

- 313 (B) **INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSPECTION CONTINGENCY** 313
- 314 WAIVED. Buyer has the option to have an inspection of the individual on-lot sewage disposal system for the Property. BUYER 314
- 315 WAIVES THIS OPTION and agrees to the RELEASE in paragraph 27 of this Agreement. 315
- 316 ELECTED. Contingency Period: _____ days (15 if not specified) from the Execution Date of this Agreement. 316
- 317 1. **Within the Contingency Period**, Buyer, at Buyer's expense, may obtain an inspection of the individual on-lot sewage disposal sys- 317
- 318 tem from a qualified, professional inspector. 318
- 319 2. If and as required by the inspection company, Seller, at Seller's expense, will locate, provide access to and empty the individual on- 319
- 320 lot sewage disposal system. Seller will also restore the Property, at Seller's expense, prior to settlement. 320
- 321 3. If the inspection report reveals defects that do not require expansion or replacement of the existing individual on-lot sewage dispos- 321
- 322 al system, Buyer will proceed under one of the following Options as listed in paragraph 16 **within the Contingency Period**: 322
- 323 **Option 1** 323
- 324 **Option 2** 324
- 325 4. If the inspection report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, 325
- 326 within 25 DAYS of receiving the inspection report, submit a Written Corrective Proposal ("Proposal") to Buyer. The Proposal 326
- 327 will include, but not be limited to, the name of the company to perform the expansion or replacement, provisions for payment, includ- 327
- 328 ing retests; and a projected completion date for corrective measures. Within 5 DAYS of receiving Seller's Proposal, or **if no** 328
- 329 **Proposal is provided within the time given**, Buyer will notify Seller in writing of Buyer's choice to: 329
- 330 a. Agree to the terms of the Proposal, if any, whereupon Buyer accepts the Property and agrees to the RELEASE in paragraph 27 of 330
- 331 this Agreement, OR 331
- 332 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of para- 332
- 333 graph 30 of this Agreement. 333
- 334 c. Accept the Property and the existing system and agree to the RELEASE in paragraph 27 of this Agreement, and, if required by 334
- 335 any mortgage lender and/or any governmental authority, correct the defects before settlement or within the time required by the 335
- 336 mortgage lender and/or governmental authority, at Buyer's sole expense, and with permission and access to the Property given by 336
- 337 Seller. Permission and access may not be unreasonably withheld by Seller. If Seller denies Buyer permission and/or access to cor- 337
- 338 rect the defects, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all 338
- 339 deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement. 339

- 340 **16. HOME WARRANTIES (9-05)** 340
- 341 At or before settlement, either party may have the opportunity to purchase a home warranty for the Property from a third-party vendor. Buyer and 341
- 342 Seller understand that a home warranty for the Property does not alter any disclosure requirements of Seller, will not cover or warrant any pre- 342
- 343 existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement regarding inspections or certifications that 343
- 344 Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that the licensee, broker or mortgage lender who orders the 344
- 345 home warranty may possibly receive a fee paid by the home warranty company. 345

- 346 **17. ZONING CLASSIFICATION & VERIFICATION OF USE CONTINGENCY (9-05)** 346
- 347 (A) Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdividable} is 347
- 348 zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if voided, any deposits 348
- 349 tendered by the Buyer will be returned to the Buyer without any requirement for court action. 349
- 350 **Zoning Classification:** _____ 350
- 351 (B) Contingency Period: _____ days (7 if not specified) from the Execution Date of this Agreement. 351
- 352 **Within the Contingency Period**, Buyer, at Buyer's expense, may verify that the present use (_____) 352
- 353 of the Property is permitted. In the event the present use is not permitted, **Buyer will, within the Contingency Period**, give Seller written 353
- 354 notice that the present use of the Property is not permitted and that Buyer will: 354
- 355 1. Accept the Property and agree to the RELEASE in paragraph 27 of this Agreement, OR 355
- 356 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of 356
- 357 this Agreement. 357

358 **If Buyer fails to respond within the Contingency Period or does not terminate this Agreement by written notice to Seller within that** 358

359 **time, Buyer will accept the Property and agree to the RELEASE in paragraph 27 of this Agreement.** 359

- 360 **18. NOTICES, ASSESSMENTS & CERTIFICATES OF OCCUPANCY (9-05)** 360
- 361 (A) Seller represents, as of the date Seller signed this Agreement, that no public improvement, condominium or homeowner association assessments 361
- 362 have been made against the Property which remain unpaid, and that no notice by any government or public authority has been served upon Seller 362
- 363 or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncor- 363
- 364 rected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise 364
- 365 specified here: _____ 365
- 366 (B) Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____ 366
- 367 _____ 367

LEAD WARNING STATEMENT (FOR PROPERTIES BUILT BEFORE 1978)
(Paragraph 33: Residential Lead-Based Paint Hazard Reduction Act Notice)

Every purchaser of any interest in residential real 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, behavioral 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 provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW
(Page 10: Signature Page)

The Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved.

The Law defines a number of exceptions where the disclosures do not have to be made:

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

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

(C) In the event any notices (including violations) and/or assessments are received after Seller has signed this Agreement and before settlement, Seller will provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing within 5 DAYS of receiving the notices and/or assessments that Seller will:

1. Fully comply with the notices and/or assessments at Seller's expense before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in paragraph 27 of this Agreement. OR
2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or **fails within the time given to notify Buyer whether Seller will comply**, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
 - a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in paragraph 27 of this Agreement, OR
 - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement.

If Buyer fails to respond within the time stated in paragraph 18 (C) (2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in paragraph 27 of this Agreement.

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

1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will notify Buyer in writing that Seller will:
 - a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in paragraph 27 of this Agreement. OR
 - b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
 - (1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OR
 - (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement.

If Buyer fails to respond within the time stated in paragraph 18 (D) (1) (b) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in paragraph 27 of this Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the terms of the notice provided by the municipality.

2. If Seller denies Buyer permission to make the required repairs/improvements, or does not provide Buyer access before settlement to make the required repairs/improvements, Buyer may, within 5 DAYS, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement.
3. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in paragraph 18 (D), Seller will perform all repairs/improvements as required by the notice at Seller's expense. **Paragraph 18 (D) (3) will survive settlement.**

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

19. TITLE, SURVEYS & COSTS (9-05)

- (A) The Property will be conveyed with good and marketable title as is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; easements of record; and privileges or rights of public service companies, if any.
- (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance with extended coverage, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s); (4) Buyer's customary settlement costs and accruals.
- (C) Any survey or surveys required by the title insurance company or the abstracting attorney for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.
- (D) If Seller is unable to give a good and marketable title and such as is insurable by a reputable title insurance company at the regular rates, as specified in paragraph 19 (A), Buyer will:
 1. Accept the Property with such title as Seller can give, with no change to the purchase price, and agree to the RELEASE in paragraph 27 of this Agreement. OR
 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in paragraph 19 (B) items (1), (2), (3) and in paragraph 19 (C).
- (E) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here (see Information Regarding Recreational Cabins): _____

20. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATION) RESALE NOTICE (9-05)

NOT APPLICABLE

APPLICABLE: CONDOMINIUM. The Property is a unit of a condominium that is primarily run by a unit owners' association. §3407 of the Uniform Condominium Act of Pennsylvania (see Information Regarding Condominiums and Planned Communities) requires Seller to furnish Buyer with a Certificate of Resale and copies of the condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.

APPLICABLE: PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by the Uniform Planned Community Act (see Information Regarding Condominiums and Planned Communities). §5407(a) of the Act requires Seller to furnish Buyer with a copy of the Declaration (other than plats and plans), the bylaws the rules and regulations of the association, and a Certificate containing the provisions set forth in §5407(a) of the Act.

INFORMATION REGARDING MEDIATION (Paragraph 32: Mediation)

DISPUTE RESOLUTION SYSTEM RULES AND PROCEDURES

1. **Agreement of Parties** The Rules and Procedures of the Dispute Resolution System (DRS) apply when the parties have agreed in writing to mediate under DRS. The written agreement can be achieved by a standard clause in an agreement of sale, an addendum to an agreement of sale, or through a separate written agreement.
2. **Initiation of Mediation** If a dispute exists, any party may start the mediation process by submitting a completed Request to Initiate Mediation DRS Transmittal Form (Transmittal Form) to the local Association of REALTORS® (hereafter “Administrator”). The Transmittal Form should be available through the Administrator’s office. The initiating party should try to include the following information when sending the completed Transmittal Form to the Administrator:
 - a. A copy of the written agreement to mediate if there is one, OR a request by the initiating party to have the Administrator contact the other parties to the dispute to invite them to join the mediation process.
 - b. The names, addresses and telephone numbers of the parties involved in the dispute, including the name of every insurance company known to have received notice of the dispute or claim and the corresponding file or claim number.
 - c. A brief statement of the facts of the dispute and the damages or relief sought.
3. **Selection of Mediator** Within five days of receiving the completed Transmittal Form, the Administrator will send each party to the dispute a copy of the Transmittal Form and a list of qualified mediators and their fee schedules. Each party then has ten days to review the list of mediators, cross off the name of any mediator to whom the party objects, and return the list to the Administrator. The Administrator will appoint the first available mediator who is acceptable to all parties involved.

A mediator who has any financial or personal interest in the dispute or the results of the mediation cannot serve as mediator to that dispute, unless all parties are informed and give their written consent.

4. **Mediation Fees** Mediation fees will be divided equally among the parties and will be paid *before* the mediation conference. The parties will follow the payment terms contained in the mediator’s fee schedule.
5. **Time and Place of Mediation Conference** Within ten days of being appointed to the dispute, the mediator will contact the parties and set the date, time and place of the mediation conference. The mediator must give at least twenty days’ advance notice to all parties. The mediation conference should not be more than sixty days from the mediator’s appointment to the dispute.
6. **Conduct of Mediation Conference** The parties attending the mediation conference will be expected to:
 - a. Have the authority to enter into and sign a binding settlement to the dispute.
 - b. Produce all information required for the mediator to understand the issues of the dispute. The information may include relevant written materials, descriptions of witnesses and the content of their testimony. The mediator can require the parties to deliver written materials and information before the date of the mediation conference.

The mediator presiding over the conference:

- a. Will impartially conduct an orderly settlement negotiation.
- b. Will help the parties define the matters in dispute and reach a mutually agreeable solution.
- c. Will have no authority to render an opinion, to bind the parties to his or her decision, or to force the parties to reach a settlement.

Formal rules of evidence will not apply to the mediation conference.

7. **Representation by Counsel** Any party who intends to be accompanied to the mediation conference by legal counsel will notify the mediator and the other parties of the intent at least ten days before the conference.
8. **Confidentiality** No aspect of the mediation can be relied upon or introduced as evidence in any arbitration, judicial or other proceeding. This includes, but is not limited to, any opinions or suggestions made by any party regarding a possible settlement; any admissions made during the course of the mediation; any proposals or opinions expressed by the mediator; and any responses given by any party to opinions, suggestions, or proposals.

No privilege will be affected by disclosures made in the course of the mediation.

Transcripts or recordings of the mediation will not be allowed without the prior, written consent of all parties and the mediator.

Records, reports, and other documents received or prepared by the mediator or Administrator cannot be compelled by an arbitration, judicial, or other proceeding, with the exception of an agreement that was reached in the course of mediation and signed by all the parties.

Neither the mediator nor the Administrator can be compelled to testify in any proceeding regarding information given or representations made either in the course of the mediation or in any confidential communication.

9. **Mediated Settlement** When a dispute is resolved through mediation, the mediator will put the complete agreement in writing and all parties will sign the written agreement within ten days of the conclusion of the mediation conference. Every reasonable effort will be made to sign the written agreement at the end of the conference.
10. **Judicial Proceedings and Immunity** NEITHER THE ADMINISTRATOR, THE MEDIATOR, THE NATIONAL ASSOCIATION OF REALTORS®, THE PENNSYLVANIA ASSOCIATION OF REALTORS®, NOR ANY OF ITS MEMBER BOARDS, WILL BE DEEMED NECESSARY OR INDISPENSABLE PARTIES IN ANY JUDICIAL PROCEEDINGS RELATING TO MEDIATION UNDER THESE RULES AND PROCEDURES, NOR WILL ANY OF THEM SERVING UNDER THESE PROCEDURES BE LIABLE TO ANY PARTY FOR ANY ACT, ERROR OR OMISSION IN CONNECTION WITH ANY SERVICE OR THE OPERATION OF THE HOME SELLERS/HOME BUYERS DISPUTE RESOLUTION SYSTEM.

THE FOLLOWING APPLIES TO PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY.

- (A) Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.
- (B) Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for the failure of the association to provide the Certificate in a timely manner, nor is Seller liable to Buyer for any incorrect information provided by the association in the Certificate.
- (C) The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of paragraph 30 of this Agreement.
- (D) If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance and/or fire insurance with extended coverage, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).

21. MAINTENANCE & RISK OF LOSS (9-05)

- (A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present condition, normal wear and tear excepted.
- (B) If any system or appliance included in the sale of the Property fails before settlement, Seller will:
 - 1. Repair or replace the failed system or appliance before settlement, OR
 - 2. Provide prompt written notice to Buyer of Seller's decision to:
 - a. Credit Buyer at settlement for the fair market value of the failed system or appliance, as acceptable to the mortgage lender(s), if any, OR
 - b. Not repair or replace the failed system or appliance, and not credit Buyer at settlement for the fair market value of the failed system or appliance.
 - 3. If Seller does not repair or replace the failed system or appliance or agree to credit Buyer for its fair market value, or if Seller fails to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before settlement, whichever is earlier, that Buyer will:
 - a. Accept the Property and agree to the RELEASE in paragraph 27 of this Agreement, OR
 - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement.
- (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 replaced, Buyer will:
 - 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
 - 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 30 of this Agreement.

22. COAL NOTICE (Where Applicable)

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1937, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

23. POSSESSION (9-05)

- (A) Possession is to be delivered by deed, keys and:
 - 1. Physical possession to vacant Property free of debris, with all structures broom-clean, at day and time of settlement, AND/OR
 - 2. Assignment of any existing lease(s), together with any security deposits and interest, at day and time of settlement, if Property is leased at the execution of this Agreement, unless otherwise stated in this Agreement.
- (B) Buyer will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise specified herein.
- (C) Seller will not enter into any new leases, extensions of existing leases or additional leases for the Property without the written consent of Buyer.

24. RECORDING (9-05)

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

25. ASSIGNMENT (9-05)

This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless otherwise stated in this Agreement.

26. GOVERNING LAW, VENUE & PERSONAL JURISDICTION (9-05)

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

27. RELEASE (9-05)

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

Buyer Initials: _____

Seller Initials: _____

- 505 **28. REPRESENTATIONS (9-05)** 505
- 506 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employ- 506
- 507 ees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the 507
- 508 whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral 508
- 509 or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing 509
- 510 executed by the parties. 510
- 511 (B) **Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal property specifically 511**
- 512 **listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase the Property IN ITS PRESENT 512**
- 513 **CONDITION. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent exam- 513**
- 514 **ination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, 514**
- 515 **the permitted uses or of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of 515**
- 516 **any of the systems contained therein.** 516
- 517 (C) Any repairs required by this Agreement will be completed in a workmanlike manner. 517
- 518 (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement. 518

- 519 **29. DEFAULT (9-05)** 519
- 520 (A) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer: 520
- 521 1. Fail to make any additional payments as specified in paragraph 3, OR 521
- 522 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or 522
- 523 financial status, OR 523
- 524 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement. 524
- 525 (B) **Unless otherwise checked in paragraph 29 (C), Seller may elect to retain those sums paid by Buyer, including deposit monies:** 525
- 526 1. On account of purchase price, OR 526
- 527 2. As monies to be applied to Seller's damages, OR 527
- 528 3. As liquidated damages for such breach. 528
- 529 (C) **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.** 529
- 530 (D) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to paragraph 29 (B) or (C), Buyer and Seller 530
- 531 are released from further liability or obligation and this Agreement is VOID. 531

- 532 **30. TERMINATION & RETURN OF DEPOSITS (9-05)** 532
- 533 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, all deposit monies paid on account of purchase price 533
- 534 will be returned to Buyer and this Agreement will be VOID. The broker holding the deposit monies may only release the deposit monies accord- 534
- 535 ing to the terms of a fully executed written agreement between Buyer and Seller and as permitted by the Rules and Regulations of the State Real 535
- 536 Estate Commission. 536
- 537 (B) If there is a dispute over entitlement to deposit monies, a broker is not legally permitted to determine if a breach occurred or which party is entit- 537
- 538 led to deposit monies. A broker holding the deposit monies is required by the Rules and Regulations of the State Real Estate Commission to 538
- 539 retain the monies in escrow until the dispute is resolved. In the event of litigation over deposit monies, a broker will distribute the monies accord- 539
- 540 ing to the terms of a final order of court or a written agreement of the parties. Buyer and Seller agree that, if any broker or affiliated licensee is 540
- 541 joined in litigation regarding deposit monies, the attorneys' fees and costs of the broker(s) and licensee(s) will be paid by the party joining them. 541

542 **31. REAL ESTATE RECOVERY FUND (9-05)** 542

543 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee 543

544 owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal 544

545 and equitable remedies. For complete details about the Fund, call (717) 783-3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (out- 545

546 side Pennsylvania). 546

- 547 **32. MEDIATION (9-05)** 547
- 548 (A) Unless otherwise checked in paragraph 32 (D), Buyer and Seller will submit all disputes or claims that arise from this Agreement to mediation 548
- 549 in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. Any agreement reached through 549
- 550 mediation and signed by the parties will be binding (see Information Regarding Mediation). 550
- 551 (B) Buyer and Seller have received, read, and understand the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. 551
- 552 (C) Any agreement to mediate disputes or claims arising from this Agreement will survive settlement. 552
- 553 (D) **MEDIATION IS WAIVED.** Buyer and Seller understand that they may choose to mediate at a later date should a dispute or claim arise, 553
- 554 but that there will be no obligation for any party to do so. 554

555 **33. RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT NOTICE (Required for properties built before 1978) (9-05)** 555

556 **Lead-Based Paint Hazards Disclosure Requirements:** The Residential Lead-Based Paint Hazard Reduction Act requires any seller of prop- 556

557 erty built before 1978 to provide the buyer with an EPA-approved lead hazards information pamphlet titled *Protect Your Family from Lead in* 557

558 *Your Home* and to disclose to the buyer and the broker(s) the known presence of lead-based paint and/or lead-based paint hazards in or on the 558

559 property being sold, along with the basis used for determining that the hazards exist, the location of the hazards, and the condition of painted sur- 559

560 faces. Any seller of a pre-1978 structure must also provide the buyer with any records or reports available to the seller regarding lead-based paint 560

561 and/or lead-based paint hazards in or about the property being sold, the common areas, or other residential dwellings in multi-family housing. 561

562 Before a buyer is obligated to purchase any housing constructed prior to 1978, the Act requires the seller to give the buyer 10 days (unless buyer 562

563 and seller agree in writing to another time period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead- 563

564 based paint hazards. The opportunity to conduct a risk assessment or inspection may be waived by the buyer, in writing. Neither testing nor abate- 564

565 ment is required of the seller. Housing built in 1978 or later is not subject to the Act. 565

566 NOT APPLICABLE. Property was built in 1978 or later. 566

567 APPLICABLE. Property was built before 1978. **Broker must attach the Lead-Based Paint Hazards Disclosure and Inspection** 567

568 **Contingency Addendum (PAR Form LPA) or another acceptable form with the information required by the Act, and provide Buyer** 568

569 **the pamphlet *Protect Your Family from Lead in Your Home*. Buyer(s) must initial below that they have received both documents:** 569

570 ➔ _____ Lead-Based Paint Hazards Disclosure and Inspection Contingency Addendum (attached as part of this Agreement). 570

571 ➔ _____ *Protect Your Family from Lead in Your Home* 571

- 573 **34. SPECIAL CLAUSES (1-02)** 573
- 574 (A) **The following are part of this Agreement if checked:** 574
- 575 Sale & Settlement of Other Property 575
- 576 Contingency Addendum (PAR Form SSP) 576
- 577 Sale & Settlement of Other Property Contingency 577
- 578 with Right to Continue Marketing 578
- 579 Addendum(PAR Form SSP-CM) 579
- 580 Settlement of Other Property Contingency Addendum (PAR Form SOP) 580
- 581 Tenant-Occupied Property Addendum (PAR Form TOP) 581
- 582 _____ 582
- 583 _____ 583
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- 594 _____ 594
- 595 _____ 595
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- 597 _____ 597
- 598 _____ 598

(B)

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

599 **NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT.** Parties to this transaction are advised to consult 599
 600 **an attorney before signing if they desire legal advice.** 600

601 **Return by facsimile transmission (FAX) of this Agreement, and any addenda and amendments, bearing the signatures of all parties, constitutes** 601
 602 **acceptance by the parties.** 602

- 603 Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336. 603
- 604 Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement. 604
- 605 Buyer has read and understands the notices and explanatory information in this Agreement. 605
- 606 Buyer has received a Seller's Property Disclosure Statement before signing this Agreement, if required by law (see Information Regarding 606
 607 the Real Estate Seller Disclosure Law). 607
- 608 Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing this 608
 609 Agreement. 609

610 **BUYER'S MAILING ADDRESS:** _____ 610

612 **WITNESS** _____ **BUYER** _____ **DATE** _____ 612

613 **WITNESS** _____ **BUYER** _____ **DATE** _____ 613

614 **WITNESS** _____ **BUYER** _____ **DATE** _____ 614

615 **Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.** 615

616 **Seller has received a statement of Seller's estimated closing costs before signing this Agreement.** 616

617 **Seller has read and understands the notices and explanatory information in this Agreement.** 617

618 **SELLER'S MAILING ADDRESS:** _____ 618

620 **WITNESS** _____ **SELLER** _____ **DATE** _____ 620

621 **WITNESS** _____ **SELLER** _____ **DATE** _____ 621

622 **WITNESS** _____ **SELLER** _____ **DATE** _____ 622

Lead Warning Statement

Every purchaser of any interest in residential real 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, behavioral 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 provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD-BASED PAINT HAZARDS DISCLOSURE AND INSPECTION CONTINGENCY ON REVERSE

PROPERTY _____

SELLER _____

BUYER _____

DATE OF AGREEMENT _____

1. **SELLER'S DISCLOSURE** Seller has no knowledge concerning the presence of lead-based paint and/or lead-based paint hazards in or about the Property, **unless checked below.**

Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.) _____

2. **SELLER'S RECORDS/REPORTS** Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property, **unless checked below.**

Seller has provided Buyer with all available records and reports regarding lead-based paint and/or lead-based paint hazards in or about the Property. (List documents): _____

3. **BUYER'S ACKNOWLEDGMENT** Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement on the front of this form. Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards in paragraph 1 and has received the records and reports regarding lead-based paint and/or lead-based paint hazards identified in paragraph 2.

4. **LEAD-BASED PAINT ASSESSMENT/INSPECTION CONTINGENCY**

Buyer acknowledges that before Buyer is obligated to buy a residential dwelling built before 1978, Buyer has 10 DAYS (unless otherwise negotiated) to conduct a risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards.

WAIVED. Buyer understands that Buyer has the right to conduct a risk assessment and/or inspection of the Property to determine the presence of lead-based paint and/or lead-based paint hazards. **BUYER WAIVES THIS RIGHT** and agrees to the terms of the **RELEASE** paragraph of this Agreement.

ELECTED. Contingency Period: 10 days from the Execution Date of this Agreement.

(A) **Within the Contingency Period,** Buyer, at Buyer's expense, may choose to obtain a risk assessment and/or inspection of the Property for lead-based paint and/or lead-based paint hazards.

(B) **Within the Contingency Period,** Buyer may deliver to Seller a written list of the specific hazardous conditions cited in the report and those corrections requested by Buyer, along with a copy of the risk assessment and/or inspection report.

(C) Seller may, within 7 DAYS of receiving the list and report(s), submit a Written Corrective Proposal ("Proposal") to Buyer. The Proposal will include, but not be limited to, the corrections to be performed, the name of the remediation company and a projected completion date for corrective measures. Seller will provide certification from a risk assessor or inspector that corrective measures have been satisfactorily completed on or before the projected completion date.

(D) **If Seller submits a Proposal,** Buyer will, within 5 DAYS:

- 1. Accept the Proposal and the Property in writing, and agree to the terms of the **RELEASE** paragraph of this Agreement, OR
- 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of the **TERMINATION & RETURN OF DEPOSITS** paragraph of this Agreement.

(E) **If Seller does not submit a Proposal** within the time set forth in paragraph (C) above, Buyer will, within 5 DAYS:

- 1. Accept the Property in writing, with the information stated in the report(s) and agree to the terms of the **RELEASE** paragraph of this Agreement, OR
- 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of the **TERMINATION & RETURN OF DEPOSITS** paragraph of this Agreement.

If Buyer fails to exercise any of Buyer's options or to terminate this Agreement within any of the time periods stated in this paragraph, Buyer will accept the Property and agree to the terms of the RELEASE paragraph of this Agreement.

5. **BROKERS'/LICENSEES' CERTIFICATIONS** The undersigned Licensees involved in this transaction, on behalf of themselves and their brokers, certify that their statements are true to the best of their knowledge and belief. The Licensees involved in this transaction have informed Seller of Seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act, 42 U.S.C. §4852(d), and are aware of their responsibility to ensure compliance.

6. **BUYER/SELLER CERTIFICATION** By signing this Addendum, Buyer and Seller certify the accuracy of their respective statements, to the best of their knowledge.

WITNESS _____	BUYER _____	DATE _____
WITNESS _____	BUYER _____	DATE _____
WITNESS _____	BUYER _____	DATE _____
WITNESS _____	SELLER _____	DATE _____
WITNESS _____	SELLER _____	DATE _____
WITNESS _____	SELLER _____	DATE _____

BROKER FOR SELLER (Company Name) _____
ACCEPTED BY _____ DATE _____

BROKER FOR BUYER (Company Name) _____
ACCEPTED BY _____ DATE _____

SAMPLE