

Sell a Home, Save the Commission

If you ask anyone who has ever tried to sell their home themselves they'll tell you that from the moment the "For Sale by Owner" sign goes up, the phone begins to ring. Unfortunately, many of those calls will not be from prospective buyers, but rather from real estate agents looking to obtain your listing. Obviously the idea of not having to pay a commission to a traditional real estate agent is attractive to any homeseller. But because of all the issues involved in the process, selling a home on one's own can be challenging as many home sellers will attest to.

The key is to be properly prepared. If you are not, your home could remain on the market longer than you expect because you are not attracting and getting offers from qualified buyers, resulting in your home being part of the **89% failure rate** among For Sale By Owner Sellers. OR WORSE, you could find yourself in legal trouble. 71% of all real estate litigation comes as a result of one party not being represented in a real estate transaction, according to a recent survey. This can be a point where many homeowners become frustrated and consider giving up their dream of selling their home themselves. However, there are sellers who accomplish selling their own homes, very well. You can be one of them.

This information packet has been especially prepared to assist home sellers, such as yourself, understand the elements involved so you, on your own, can sell your home quickly and for the most amount of profit. To help you prepare, here is a collection of over 35 pages of useful information you should be aware of before you make the decision as to whether or not this is the right approach for you.

Disclaimer To The Reader:

"The contents of this document are provided for informational purposes only and do not constitute legal, financial, or accounting advice. Readers should seek professional advice from qualified legal, financial, or accounting professionals regarding their individual situations and needs. Not intended to solicit properties currently for sale."

How to Claim Your FREE For Sale Sign, 3 Cash Offers and 1-800 Number:

Call or Text John Post at **717-467-4806 and mention the FREE For Sale By Owner Report you got off Facebook**

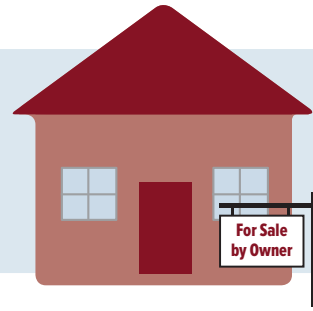
Text Your Address to The
Number Below For a Free
Online Market Evaluation.

717-467-4806

Iron Valley Real Estate of Central PA

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Sell Your Own Home



10 Inside Tips for Selling Your Home Yourself

1. Price it Right

Correctly setting your asking price is critical. Setting your price too high can be as costly as setting it too low. Home prices are determined by fluctuations in the marketplace not by your emotional attachment or by what you feel your home is worth. In order to establish a realistic price for your home, objectively compare the price, features and condition of all similar homes in both your neighborhood and other similar ones which have sold in recent months. It is also important for you to be familiar with the terms of each potential sale. Terms are often as important as price in today's market. Carefully budget your selling costs and prepare a net proceeds sheet to calculate your best estimate of what you will take away from your home sale. Prospective buyers may also request this kind of analysis of buying costs.

2. Prepare Your Home for Sale

First impression is crucial. Make sure your home makes a positive statement by carefully inspecting all details and viewing it through the objective eyes of a buyer. Don't gloss over needed repairs and fix-ups, as your prospective buyers won't. Your job is to ensure that your home stands out favorably from the competition.

3. Prepare Yourself With All Necessary Legal Documentation

Not surprisingly, there are many important legal contracts and documents which you must assemble, complete and understand. A partial checklist of forms that you will require for prospective buyers and for legal documentation is as follows:

- Seller Disclosure
- Mortgage Payoff
- Deposit Receipt
- Buyer's Cost Sheet
- Personal Property
- Property Survey/Plot Plan
- Purchase Contract
- Loan Application
- Property Profile Fact Sheet
- Closing & Settlement
- Exclusion List
- Sellers Statement of Representation



4. Market Your Home Effectively

Beyond the sign you will put on your lawn, you should find effective ways to spread the word about your home. Local buyers can be reached through the newspaper, but this is only a small part of the market you are after. Be sure you include the many buyers who could already be working with a Realtor®. To locate them, target as many top agents as possible in your market to see if the criteria of their buyers matches that of your home's. Because out-of-town buyers are also an important target, you should create a strategy to reach these people as well. Above all, you should be very service minded and make it easy for pre-qualified buyers to view your home. Ensure there is always someone available to answer the phone, pick up messages promptly, and be ready to give qualified prospects a tour of your home as soon as possible.

5. Remain Objective During a Showing of Your Home

Keep emotion out of the sale of your home, and the best way to do this during a showing is to remain physically in the background. If a prospective buyer says something negative about your home, it is better to counter-balance this point of view by illustrating the positives rather than becoming defensive.

6. Pre-Qualify Your Prospects

Don't waste your time entertaining buyers who could never afford your home. Research their financial steadiness with respect to job security, salary, debts, liabilities and credit standing.

7. Negotiate Effectively & Knowledgeably

There will be many details to resolve before a sale can be considered final: price, terms, inspections, possession date, buyer concerns and objections. Make sure you fully understand the contract you have drawn up so you can in turn explain details and ramifications to the buyer and make any amendments to the sale that are

necessary. The contract you use should be thoroughly examined by your real estate attorney. Some real estate brokers may be willing to help you do this. While this is going on, manage the buyer's interest in your home so that it doesn't wane during negotiations.

8. Know Your Buyer

Your objective during negotiations is to control the pace and set the duration. Try to determine what your buyer's motivation is. Does he or she need to move quickly? Do they have enough money to pay your asking price? Knowing this information will give you the advantage in the negotiation because you will know up front, what you will need to do in order to get what you want.

9. Don't Move Out Before You Sell

Studies have shown that it is more difficult to sell a home that is vacant. It looks forlorn, forgotten, simply not appealing. It could even cost you money. If you move, you're also telling buyers that you have a new home and are motivated to sell fast which can, of course, give them an advantage at the negotiating table.

10. Know Why You're Selling and Keep it to Yourself

The flip side of "understanding your buyer" is to "understand yourself". Your reasons for selling will affect everything from your list price to how much time and money you will invest in getting your home ready for sale. Your motivation will help you determine what is more important to you: the money you walk away with, the length of time your property is on the market, or both. Different goals will dictate different strategies. As someone who wants to sell without a real estate agent in an effort to save the commission, it is likely that money is one of your primary considerations, (see below). Whatever your reasons, however, it is very important to keep them to yourself so as not to place yourself at a disadvantage at the negotiation table. When asked, simply say your housing needs have changed.

How to Assess Your Net Gain

To analyze whether or not you will end up ahead by choosing to sell on your own, consider the fact that **most buyers do use a real estate agent** because it doesn't cost them anything for this service (*i.e. the seller pays the agent's fee*). Be cautious as buyers, investors and speculators who seek out *For Sale by Owners* are typically those in search of a bargain. **The low-ball offers from these types of buyers will often net you much lower** in the long run. What you will have to judge for yourself is the following:

1. Be as prepared as possible with your marketing, negotiations, evaluations, showings and all legalities.

2. Consider what it will cost you to effectively market your home and assemble all necessary materials from the "for sale" sign to any contracts?

3. What price will a buyer offer you as a *For Sale by Owner* minus the costs identified in point 2 above. *Is this net price higher than the price an experienced agent could net for you minus his/her commission?*

Selling Road Map



Market Analysis



Determine Sales Price



Listing Agreement



Marketing Campaign



Review & Accept Offer



Home Inspection



Home Appraisal



Title Commitment



Closing Day

PREPARING YOUR HOME FOR PHOTO'S

INTERIOR

- Thoroughly clean whole house (vacuum carpet, mop hard floors, clean countertops, clean windows)
- Turn all overhead lights and lamps ON
- Replace all burned out light bulbs
- Use bulbs of the same temperature (ALL incandescent or ALL compact fluorescent)
- Turn all ceiling fans OFF
- Turn all TVs OFF
- Turn all computer screens OFF
- Open blinds/window treatments to let in outside light
- Remove personal photographs (or replace with general landscape/object photographs)
- Make all beds
- Remove small floor rugs to reveal actual flooring
- Place all shoes/jackets in closets

FRONT EXTERIOR

- Close garage doors
- Remove cars from driveway and front of home
- Clean up landscaping (mow, trim shrubs, clear leaves)
- Remove empty planters
- Use broom to remove cobwebs from eaves and door frames
- Remove visible water hoses
- Remove toys, sports balls, basketball goals, soccer goals, etc.

BACK YARD

- Clean porch, tidy up outdoor tables/chairs/cushions
- Pillows/cushions should be fresh, not faded
- Clear out kid's toys, balls, Frisbees, etc.
- Clean pool
- Remove pool vacuum/cleaner hose
- Hide pool cleaning supplies
- Turn on pool fountains/water features
- Remove visible water hoses
- Remove trash cans

Your Home Sold
GUARANTEED
Or I'll Buy It!™

KITCHEN

- Clear countertops completely. **No** knife blocks, baking supplies, mail, etc.
- Leave out max of one small appliance (ex. coffee maker)
- Clear outside of refrigerator of magnets, papers, photos, etc.
- Hide garbage cans in pantry or closet
- Remove dishes from sink, place in dishwasher
- Clear table, dust and polish the table top
- Use decorative place setting if available
- Feature one center piece such as a bouquet of flowers
- Straighten all chairs and space them evenly
- Remove child seats/booster chairs

BEDROOMS

- Make bed, including decorative pillows/shams if available
- Press bed linens and bed skirts
- Clear nightstands of all personal items
- Store away phone/tablet charging cables
- Remove all clutter from top of dressers
- Remove family photos from walls
- Clean under bed, removing items that may show in the photos

BATHROOMS

- Clear countertops completely. **No** soap, toothbrushes, meds, deodorant, etc.
- Put toilet seats down
- Close closet doors
- Remove shampoo, soap, loofahs, etc. from showers and tubs
- Remove dirty towels - leave out only new, unused towels
- Remove floor mats

Your Home Sold
GUARANTEED
Or I'll Buy It!™

TIPS ON SHOWING YOUR HOME

When it's time for buyers or buyer's agents to see your home, all your preparations will be worth the effort. Here are a few final tips that can add that extra touch.

- ❑ The television and radio should be turned off. Let the buyer's agent and buyer talk, free of disturbances.
- ❑ Send children and pets outdoors to play. This will eliminate confusion and keep the prospect's attention focused on your home.
- ❑ Be absent during showings. Many prospects feel like intruders when owners/occupants are present. They tend to hurry away, or fail to ask their agent the questions they'd really like to ask. Your absence will put buyers at ease, and give them a chance to spend more time looking at your home and absorbing its advantages.
- ❑ Leave drapes open for light and airiness. If it's evening, all lights should be turned on to give the rooms a larger appearance and a cheerful effect.
- ❑ Be sure the kitchen sink is free of dishes and rooms are uncluttered. Make sure trash baskets are empty.
- ❑ Make sure rugs are clean and straight. Set a comfortable temperature. Do a "once-over" cleaning—vacuum, sweep, and dust. Final check every room.
- ❑ If you are at home during the showing, be courteous but don't force conversation with the potential buyer. They want to inspect your house— not pay a social call.
- ❑ Open windows to freshen rooms. Set tables with flowers and linens.
- ❑ Never apologize for the appearance of your home—after all, it has been lived in.
- ❑ The buyer's agent knows the buyer's requirements and can better emphasize the features of your home when you don't follow along, you will be called if needed.
- ❑ Let me and my Team discuss price, terms, possession and other factors with the customer. We are better qualified to bring negotiations to a favorable conclusion.
- ❑ If buyers just drop by and aren't accompanied by a real estate agent, it's best not to show your home. Ask for their names and phone number, and provide it to us for follow-up.

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Things You Need to know

To Pass Your Home Inspection



Homebuyers Want to Know Your Home Inside And Out

While homebuyers are as individual as the homes they plan on purchasing, one thing they share is a desire to ensure that the home they will call their own is as good beneath the surface as it appears to be.

Will the roof end up leaking? Is the wiring safe? What about the plumbing?

These, and others, are the questions that the buyers looking at your home will seek professional help to answer.

According to industry experts, there are at least 33 physical problems that will come under scrutiny during a home inspection. We've identified the 11 most common of these and, if not identified and dealt with, any of these 11 items could cost you dearly in terms of repair.

In most cases, you can make a reasonable pre-inspection yourself if you know what you're looking for. And knowing what you're looking for can help you prevent little problems from growing into costly and unmanageable ones. [11 Things You Need to Know to Pass Your Home Inspection](#)

When you put your home on the market, you don't want any unpleasant surprises that could cost you the sale of your home.

By having an understanding of these 11 problem areas as you walk through your home, you'll be arming yourself against future disappointment.

1. Defective Plumbing

Defective plumbing can manifest itself in two different ways: leaking, and clogging. A visual inspection can detect leaking, and an inspector will gauge water pressure by turning on all faucets in the highest bathroom and then flushing the toilet.

If you hear the sound of running water, it indicates that the pipes are undersized. If the water appears dirty when first turned on at the faucet, this is a good indication that the pipes are rusting, which can result in severe water quality problems.

2. Damp or Wet Basement

An inspector will check your walls for a powdery white mineral deposit a few inches off the floor, and will look to see if you feel secure enough to store things right on your basement floor. A mildew odor is almost impossible to eliminate, and an inspector will certainly be conscious of it.

It could cost you \$200-\$1,000 to seal a crack in or around your basement foundation depending on severity and location. Adding a sump pump and pit could run you around \$750 - \$1,000, and complete waterproofing (of an average 3 bedroom home) could amount to \$5,000-\$15,000. You will have to weigh these figures into the calculation of what price you want to net on your home.

3. Inadequate Wiring & Electrical

Your home should have a minimum of 100 amps service, and this should be clearly marked. Wire should be copper or aluminum. Home inspectors will look at octopus plugs as indicative of inadequate circuits and a potential fire hazard.

4. Poor Heating & Cooling Systems

Insufficient insulation, and an inadequate or a poorly functioning heating system, are the most common causes of poor heating. While an adequately clean furnace, without rust on the heat exchanger, usually has life left in it, an inspector will be asking and checking to see if your furnace is over its typical life span of 15-25 yrs. For a forced air gas system, a heat exchanger will come under particular scrutiny since one that is cracked can emit deadly carbon monoxide into the home. These heat exchangers must be replaced if damaged - they cannot be repaired.

5. Roofing Problems

Water leakage through the roof can occur for a variety of reasons such as physical deterioration of the asphalt shingles (e.g. curling or splitting), or mechani-

cal damage from a wind storm. When gutters leak and downspouts allow water to run down and through the exterior walls, this external problem becomes a major internal one.

6. Damp Attic Spaces

Aside from basement dampness, problems with ventilation, insulation and vapor barriers can cause water, moisture, mold and mildew to form in the attic. This can lead to premature wear of the roof, structure and building materials. The cost to fix this damage could easily run over \$2,500.

7. Rotting Wood

This can occur in many places (door or window frames, trim, siding, decks and fences). The building inspector will sometimes probe the wood to see if this is present - especially when wood has been freshly painted.

8. Masonry Work

Rebricking can be costly, but, left unattended, these repairs can cause problems with water and moisture penetration into the home which in turn could lead to a chimney being clogged by fallen bricks or even a chimney which falls onto the roof. It can be costly to rebuild a chimney or to have it repointed.

9. Unsafe or Overfused Electrical Circuit

A fire hazard is created when more amperage is drawn on the circuit than was intended. 15 amp circuits are the most common in a typical home, with larger service for large appliances such as stoves and dryers. It can cost several hundred dollars to replace your fuse panel with a circuit panel.

10. Adequate Security Features

More than a purchased security system, an inspector will look for the basic safety features that will protect your home such as proper locks on windows and patio doors,

Dead bolts on the doors, smoke and even carbon monoxide detectors in every bedroom and on every level. Even though pricing will vary, these components will add to your costs. Before purchasing or installing, you should check with your local experts.

11. Structural/Foundation Problems

An inspector will certainly investigate the underlying footing and foundation of your home as structural integrity is fundamental to your home.



STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

ASR

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

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

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

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

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

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

Buyer Initials:

Seller Initials:

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

64 Buyer Initials: _____

Seller Initials: _____

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

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

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

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

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

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

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

89 (D) EXCLUDED fixtures and items: _____

91 **8. BUYER FINANCING (8-22)**

92 (A) Buyer may elect to make this Agreement contingent upon obtaining mortgage financing. Regardless of any contingency elected in this Agreement, if Buyer chooses to obtain mortgage financing, the following apply:

94 1. **Buyer will be in default of this Agreement if Buyer furnishes false information** to anyone concerning Buyer's financial and/or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and ordering of appraisal without delay), fails to lock in interest rate(s) as stated below, or otherwise causes the lender to reject, or refuse to approve or issue, a mortgage loan.

98 2. Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage application (including payment for and ordering of credit reports without delay) for the mortgage terms and to the mortgage lender(s) identified in Paragraph 8(F), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process. Broker for Seller, if any, is permitted to contact the mortgage lender(s) at any time to determine the status of the mortgage loan application.

104 3. Seller will provide access to insurers' representatives and, as may be required by mortgage lender(s), to surveyors, municipal officials, appraisers, and inspectors.

106 4. If the mortgage lender(s) gives Buyer the right to lock in interest rate(s) at or below the maximum levels desired, Buyer will do so at least 15 DAYS before Settlement Date.

108 (B) The Loan-To-Value ratio (LTV) is used by lenders as one tool to help assess their potential risk of a mortgage loan. A particular LTV may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a specific level. The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan. The appraised value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be higher or lower than the Purchase Price and/or market price of the Property.

FHA/VA, IF APPLICABLE

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

123 **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."

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(D) **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.
 Buyer will apply for Section 203(k) financing, and this contract is contingent upon mortgage approval (See Paragraph 8(F)) and Buyer's acceptance of additional required repairs as required by the lender.
(E) **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.

(F) **Mortgage Contingency**
 WAIVED. This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the parties may include an appraisal contingency. Buyer and Seller understand that the waiver of this contingency does not restrict Buyer's right to obtain mortgage financing for the Property.
 ELECTED. This sale is contingent upon Buyer obtaining mortgage financing according to the terms outlined below. Upon receiving documentation demonstrating the mortgage lender's approval, whether conditional or outright, of Buyer's mortgage application(s) according to the following terms, Buyer will promptly deliver a copy of the documentation to Seller, but in any case no later than _____ (Commitment Date).

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

- The interest rate(s) and fee(s) provisions in Paragraph 8(F) 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 Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.
- Seller may terminate this Agreement after the Commitment Date by written notice to Buyer if:
 - Seller does not receive a copy of the documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) by the Commitment Date,
 - The documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) does not satisfy the loan terms outlined in Paragraph 8(F), OR
 - The documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) contains any condition not specified in this Agreement (e.g., Buyer must settle on another property, an appraisal must be received by the lender, or the approval is not valid through the Settlement Date) that is not satisfied and/or removed in writing by the mortgage lender(s) within 7 DAYS after the Commitment Date, or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).
- Seller's right to terminate continues until Buyer delivers documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer must continue to make a good faith effort to obtain mortgage financing. Termination of this Agreement by Buyer due to the mortgage lender's denial of Buyer's mortgage application(s) may demonstrate bad faith by Buyer and result in the forfeiture of deposit monies to Seller.
- If this Agreement is terminated pursuant to Paragraphs 8(F)(2), or the mortgage loan(s) is not obtained for settlement, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 and this Agreement will be VOID. Buyer will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).
- If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's expense.
 - If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.

Buyer Initials:

Seller Initials:

192 b. If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will,
193 within 5 DAYS, notify Seller of Buyer's choice to:

- 194 1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which
195 will not be unreasonably withheld (Seller may require that Buyer sign a pre-settlement possession agreement such as
196 the Pre-Settlement Possession Addendum [PAR Form PRE], which shall not, in and of itself, be considered unreason-
197 able), OR
198 2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
199 of Paragraph 26 of this Agreement.

200 **If Buyer fails to respond** within the time stated above or fails to terminate this Agreement by written notice to Seller
201 within that time, **Buyer will accept the Property**, make the required repairs/improvements at Buyer's expense and agree
202 to the RELEASE in Paragraph 28 of this Agreement.

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

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

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

210 (A) **Status of Water**

211 Seller represents that the Property is served by:

212 Public Water Community Water On-site Water None _____

213 (B) **Status of Sewer**

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

- 215 Public Sewer Community Sewage Disposal System Ten-Acre Permit Exemption (see Sewage Notice 2)
216 Individual On-lot Sewage Disposal System (see Sewage Notice 1) Holding Tank (see Sewage Notice 3)
217 Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
218 None (see Sewage Notice 1) None Available/Permit Limitations in Effect (see Sewage Notice 5)
219 _____

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

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

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

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

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

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

249 (C) **Historic Preservation**

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

252 (D) **Land Use Restrictions**

- 253 1. Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the
254 following Act(s) (see Notices Regarding Land Use Restrictions below):
255 Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. § 901 et seq.)
256 Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)

257 Buyer Initials:

ASR Page 5 of 14

Seller Initials:

- Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
- Conservation Reserve Program (16 U.S.C. § 3831 et seq.)
- Other _____

2. **Notices Regarding Land Use Restrictions**

- a. **Pennsylvania Right-To-Farm Act:** The property you are buying may be located in an area where agricultural operations take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.
- b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assessment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that may result in the future as a result of any change in use of the Property or the land from which it is being separated.
- c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.
- d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer has been advised of the need to determine the restrictions on development of the Property and the term of any contract now in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.

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

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

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

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

(G) **Highway Occupancy Permit**

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

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

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

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

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

320 Buyer Initials:

Seller Initials:

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

322 **(A) Rights and Responsibilities**

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

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

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

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

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

353 **Wood Infestation**

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

363 **Deeds, Restrictions and Zoning**

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

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

374 **Radon**

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

385 **Buyer Initials:**

Seller Initials:

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On-lot Sewage (If Applicable)

387 **Elected**

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

Waived

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Property and Flood Insurance

394 **Elected**

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

Waived

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Property Boundaries

402 **Elected**

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

Waived

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

408 **Elected**

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

Waived

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Other

416 **Elected**

Waived

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

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(D) Notices Regarding Property & Environmental Inspections

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

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13. INSPECTION CONTINGENCY (10-18)

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(A) The Contingency Period is ____ days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected in Paragraph 12(C).

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

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1. If the results of the inspections elected in Paragraph 12(C) are satisfactory to Buyer, Buyer **WILL present all Report(s) in their entirety to Seller, accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR**
2. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer **WILL present all Report(s) in their entirety to Seller and terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement, OR

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450 Buyer Initials:

Seller Initials:

- 451 3. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL **present all Report(s) in**
452 **their entirety to Seller with a Written Corrective Proposal (“Proposal”) listing corrections and/or credits desired by**
453 **Buyer.**

454 The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform
455 the corrections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of
456 the corrections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or
457 governmental requirements if performed in a workmanlike manner according to the terms of Buyer’s Proposal.

- 458 a. Following the end of the Contingency Period, Buyer and Seller will have _____ days (5 if not specified) for a Negotiation
459 Period. During the Negotiation Period:

- 460 (1) Seller will acknowledge in writing Seller’s agreement to satisfy all the terms of Buyer’s Proposal OR
461 (2) Buyer and Seller will negotiate another mutually acceptable written agreement, providing for any repairs or improve-
462 ments to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.

463 If Seller agrees to satisfy all the terms of Buyer’s Proposal, or Buyer and Seller enter into another mutually acceptable
464 written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement and the
465 Negotiation Period ends.

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

- 468 (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this
469 Agreement, OR
470 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
471 of Paragraph 26 of this Agreement.

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

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

- 481 1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
482 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
483 Paragraph 26 of this Agreement, OR
484 3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 28 of this Agreement. If required by
485 any mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time
486 required by the mortgage lender and/or governmental authority, at Buyer’s sole expense, with permission and access to the
487 Property given by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct
488 the defects, Buyer may, within 5 DAYS of Seller’s denial, terminate this Agreement by written notice to Seller, with all
489 deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

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

492 **14. TITLES, SURVEYS AND COSTS (6-20)**

- 493 (A) Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will order from a reputable title company
494 for delivery to Seller a comprehensive title report on the Property. Upon receipt, Buyer will deliver a free copy of the title report
495 to Seller.
496 (B) Buyer is encouraged to obtain an owner’s title insurance policy to protect Buyer. An owner’s title insurance policy is different
497 from a lender’s title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner’s title insurance
498 policies come in standard and enhanced versions; **Buyer should consult with a title insurance agent about Buyer’s options.**
499 Buyer agrees to release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an
500 owner’s title insurance policy.
501 (C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics’ lien insurance, or any fee for cancellation;
502 (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees
503 and charges paid in advance to mortgage lender; (4) Buyer’s customary settlement costs and accruals.
504 (D) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal descrip-
505 tion of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or
506 required by the mortgage lender will be obtained and paid for by Buyer.
507 (E) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the reg-
508 ular rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions;
509 historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the
510 ground; easements of record; and privileges or rights of public service companies, if any.
511 (F) If a change in Seller’s financial status affects Seller’s ability to convey title to the Property on or before the Settlement Date, or
512 any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes, but is not limited to,
513 Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice
514 of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all
515 liens and encumbrances against the Property.

517 (G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates,
518 as specified in Paragraph 14(E), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned
519 to Buyer according to the terms of Paragraph 26 of this Agreement, or take such title as Seller can convey. If the title condition
520 precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termination, all deposit
521 monies shall be returned to Buyer according to the terms of Paragraph 26 of this Agreement and Seller will reimburse Buyer for
522 any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those
523 items specified in Paragraph 14(C) items (1), (2), (3) and in Paragraph 14(D).

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

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

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

528 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDER-
529 NEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COM-
530 PLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND
531 ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of
532 the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence
533 resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsid-
534 ence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose
535 of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27,
536 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

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

538
539 (K) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: _____

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

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

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

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

- 553 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the
554 notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
555 2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or **fails**
556 **within the stated time to notify Buyer whether Seller will comply**, Buyer will notify Seller in writing within 5 DAYS
557 that Buyer will:

- 558 a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in
559 Paragraph 28 of this Agreement, OR
560 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
561 Paragraph 26 of this Agreement.

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

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

569 1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a
570 copy of the notice to Buyer and notify Buyer in writing that Seller will:

571 a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/
572 improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR

573 b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will
574 notify Seller in writing within 5 DAYS that Buyer will:

575 (1) Accept a temporary access certificate or temporary use and occupancy certificate, agree to the RELEASE in Paragraph
576 28 of this Agreement and make the repairs at Buyer's expense after settlement, OR

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

579 **If Buyer fails to respond** within the time stated in Paragraph 15(B)(1)(b) **or fails to terminate** this Agreement by writ-
580 ten notice to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this

581 Buyer Initials:

Seller Initials:

582 Agreement, and **Buyer accepts the responsibility to perform the repairs/improvements** according to the terms of the
583 notice provided by the municipality.

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

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

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

589 CONDOMINIUM. The Property is a unit of a condominium that is primarily run by a unit owners' association. Section 3407
590 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of
591 the condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.

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

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

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

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

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

608 2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer
609 for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the
610 association in the Certificate.

611 3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents
612 and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon
613 Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of
614 this Agreement.

615 4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will
616 reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the
617 Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for
618 cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3)
619 Appraisal fees and charges paid in advance to mortgage lender.

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

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

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

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

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

629 1. Repair or replace that part of the Property before settlement, OR

630 2. Provide prompt written notice to Buyer of Seller's decision to:

631 a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender,
632 if any, OR

633 b. Not repair or replace the failed part of the Property, and not credit Buyer at settlement for the fair market value of the failed
634 part of the Property.

635 3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, **or if Seller fails**
636 **to notify Buyer of Seller's choice**, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever
637 is earlier, that Buyer will:

638 a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR

639 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
640 Paragraph 26 of this Agreement.

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

643 (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
644 replaced prior to settlement, Buyer will:

645 Buyer Initials:

Seller Initials:

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 26 of this Agreement.

19. HOME WARRANTIES (1-10)

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

20. 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 default of this Agreement.

21. ASSIGNMENT (1-10)

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. Assignment of this Agreement may result in additional transfer taxes.

22. GOVERNING LAW, VENUE AND 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 submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

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

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

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

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.

25. REPRESENTATIONS (1-10)

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

26. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)

- (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.
- (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
 3. According to the terms of a final order of court.
 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))

Buyer Initials:

Seller Initials:

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

(D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 26 or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.

(E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:

1. Fail to make any additional payments as specified in Paragraph 2, OR
2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or financial status, OR
3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.

(F) **Unless otherwise checked in Paragraph 26(G)**, Seller may elect to retain those sums paid by Buyer, including deposit monies:

1. On account of purchase price, OR
2. As monies to be applied to Seller's damages, OR
3. As liquidated damages for such default.

(G) **SELLER IS LIMITED TO RETAINING THOSE SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.**

(H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 26(F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.

(I) Brokers and licensees are not responsible for unpaid deposits.

27. MEDIATION (7-20)

Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies, to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation system offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be divided equally among the parties and will be paid before the mediation conference. Legal proceedings may be initiated prior to the completion of the mediation process to stop any statute of limitations from expiring and for the purpose of indexing a lis pendens by Buyer to prevent the transfer of title to a third party when Buyer is seeking to purchase the Property. The parties agree that all proceedings shall be stayed until the completion of mediation and that a court of competent jurisdiction may award attorneys' fees to the prevailing party should the court find that a party has unreasonably breached this provision or acted in bad faith. Any agreement reached through mediation and signed by the parties will be binding. Any agreement to mediate disputes or claims arising from this Agreement will survive settlement.

28. 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.

29. REAL ESTATE RECOVERY FUND (4-18)

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

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

(A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s) and Closing Disclosure(s) upon receipt.

(B) 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, **except for documents required to be delivered pursuant to Paragraph 16.** 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.

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

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

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

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

- 780 Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- 781 Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
- 782 Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
- 783 Settlement of Other Property Contingency Addendum (PAR Form SOP)
- 784 Appraisal Contingency Addendum (PAR Form ACA)
- 785 Short Sale Addendum (PAR Form SHS)
- 786
- 787
- 788

789 (B) **Additional Terms:**

790 _____

791 _____

792 _____

793 _____

794 _____

795 _____

796 _____

797 _____

798 _____

799 _____

800 _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SELLER'S PROPERTY DISCLOSURE STATEMENT

SPD

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

1 **PROPERTY** _____
2 **SELLER** _____

3 INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

4 The Real Estate Seller Disclosure Law (68 P.S. §7301, et seq.) requires that before an agreement of sale is signed, the seller in a residential
5 real estate transfer must disclose all known **material defects** about the property being sold that are not readily observable. A **material defect**
6 is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or
7 that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end
8 of its normal useful life is not by itself a material defect.

9 This property disclosure statement ("Statement") includes disclosures beyond the basic requirements of the Law and is designed to assist
10 Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered. Sellers who wish to see
11 or use the basic disclosure form can find the form on the website of the Pennsylvania State Real Estate Commission. Neither this Statement
12 nor the basic disclosure form limits Seller's obligation to disclose a material defect.

13 This Statement discloses Seller's knowledge of the condition of the Property as of the date signed by Seller and **is not a substitute for any**
14 **inspections or warranties** that Buyer may wish to obtain. **This Statement is not a warranty of any kind by Seller or a warranty or rep-**
15 **resentation by any listing real estate broker, any selling real estate broker, or their licensees.** Buyer is encouraged to address concerns
16 about the condition of the Property that may not be included in this Statement.

17 **The Law provides exceptions (listed below) where a property disclosure statement does not have to be completed. All other sellers**
18 **are obligated to complete a property disclosure statement, even if they do not occupy or have never occupied the Property.**

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

34 COMMON LAW DUTY TO DISCLOSE

35 Although the provisions of the Real Estate Seller Disclosure Law exclude some transfers from the requirement of completing a disclo-
36 sure statement, the Law does not excuse the seller's common law duty to disclose any known material defect(s) of the Property in order
37 to avoid fraud, misrepresentation or deceit in the transaction. **This duty continues until the date of settlement.**

38 EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

42 _____ DATE _____

43 Seller's Initials Date _____

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Buyer's Initials Date _____



44 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
 45 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

46 **1. SELLER'S EXPERTISE**

	Yes	No	Unk	N/A
A	<input type="checkbox"/>	<input type="checkbox"/>		
B	<input type="checkbox"/>	<input type="checkbox"/>		
C	<input type="checkbox"/>	<input type="checkbox"/>		

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

51 **Explain any "yes" answers in Section 1:** _____
 52 _____

53 **2. OWNERSHIP/OCCUPANCY**

	Yes	No	Unk	N/A
A1			<input type="checkbox"/>	
A2			<input type="checkbox"/>	
A3	<input type="checkbox"/>	<input type="checkbox"/>		
A4			<input type="checkbox"/>	
B1	<input type="checkbox"/>	<input type="checkbox"/>		
B2	<input type="checkbox"/>	<input type="checkbox"/>		
B3	<input type="checkbox"/>	<input type="checkbox"/>		
B4	<input type="checkbox"/>	<input type="checkbox"/>		
C			<input type="checkbox"/>	

- 54 (A) **Occupancy**
 55 1. When was the Property most recently occupied? _____
 56 2. By how many people? _____
 57 3. Was Seller the most recent occupant?
 58 4. If "no," when did Seller most recently occupy the Property? _____
 59 (B) **Role of Individual Completing This Disclosure.** Is the individual completing this form:
 60 1. The owner
 61 2. The executor or administrator
 62 3. The trustee
 63 4. An individual holding power of attorney
 64 (C) When was the Property acquired? _____
 65 (D) List any animals that have lived in the residence(s) or other structures during your ownership: _____
 66 _____

67 **Explain Section 2 (if needed):** _____
 68 _____

69 **3. CONDOMINIUMS/PLANNED COMMUNITIES/HOMEOWNERS ASSOCIATIONS**

	Yes	No	Unk	N/A
B1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
C			<input type="checkbox"/>	<input type="checkbox"/>
D	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E1			<input type="checkbox"/>	<input type="checkbox"/>
E2			<input type="checkbox"/>	<input type="checkbox"/>
E3			<input type="checkbox"/>	<input type="checkbox"/>
E4			<input type="checkbox"/>	<input type="checkbox"/>
F			<input type="checkbox"/>	<input type="checkbox"/>

- 70 (A) Disclosures for condominiums and cooperatives are limited to Seller's particular unit(s). Disclosures
 71 regarding common areas or facilities are not required by the Real Estate Seller Disclosure Law.
 72 (B) **Type.** Is the Property part of a(n):
 73 1. Condominium
 74 2. Homeowners association or planned community
 75 3. Cooperative
 76 4. Other type of association or community
 77 (C) If "yes," how much are the fees? \$ _____, paid (Monthly) (Quarterly) (Yearly)
 78 (D) If "yes," are there any community services or systems that the association or community is responsi-
 79 ble for supporting or maintaining? Explain: _____
 80 (E) If "yes," provide the following information:
 81 1. Community Name _____
 82 2. Contact _____
 83 3. Mailing Address _____
 84 4. Telephone Number _____
 85 (F) How much is the capital contribution/initiation fee(s)? \$ _____

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

91 **4. ROOFS AND ATTIC**

	Yes	No	Unk	N/A
A1			<input type="checkbox"/>	
A2	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
B1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
C2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C3	<input type="checkbox"/>	<input type="checkbox"/>		

- 92 (A) **Installation**
 93 1. When was or were the roof or roofs installed? _____
 94 2. Do you have documentation (invoice, work order, warranty, etc.)?
 95 (B) **Repair**
 96 1. Was the roof or roofs or any portion of it or them replaced or repaired during your ownership?
 97 2. If it or they were replaced or repaired, were any existing roofing materials removed?
 98 (C) **Issues**
 99 1. Has the roof or roofs ever leaked during your ownership?
 100 2. Have there been any other leaks or moisture problems in the attic?
 101 3. Are you aware of any past or present problems with the roof(s), attic, gutters, flashing or down-
 102 spouts?

103 Seller's Initials Date _____

Buyer's Initials Date _____

104 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
 105 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

106 **Explain any "yes" answers in Section 4. Include the location and extent of any problem(s) and any repair or remediation efforts,**
 107 **the name of the person or company who did the repairs and the date they were done:** _____
 108 _____

109 **5. BASEMENTS AND CRAWL SPACES**

110 **(A) Sump Pump**

- 111 1. Does the Property have a sump pit? If "yes," how many? _____
 112 2. Does the Property have a sump pump? If "yes," how many? _____
 113 3. If it has a sump pump, has it ever run?
 114 4. If it has a sump pump, is the sump pump in working order?

	Yes	No	Unk	N/A
A1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

115 **(B) Water Infiltration**

- 116 1. Are you aware of any past or present water leakage, accumulation, or dampness within the base-
 117 ment or crawl space?
 118 2. Do you know of any repairs or other attempts to control any water or dampness problem in the
 119 basement or crawl space?
 120 3. Are the downspouts or gutters connected to a public sewer system?

121 **Explain any "yes" answers in Section 5. Include the location and extent of any problem(s) and any repair or remediation efforts,**
 122 **the name of the person or company who did the repairs and the date they were done:** _____
 123 _____
 124 _____

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

126 **(A) Status**

- 127 1. Are you aware of past or present dryrot, termites/wood-destroying insects or other pests on the
 128 Property?
 129 2. Are you aware of any damage caused by dryrot, termites/wood-destroying insects or other pests?

	Yes	No	Unk	N/A
A1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

130 **(B) Treatment**

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

B1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

133 **Explain any "yes" answers in Section 6. Include the name of any service/treatment provider, if applicable:** _____
 134 _____
 135 _____

136 **7. STRUCTURAL ITEMS**

- 137 **(A)** Are you aware of any past or present movement, shifting, deterioration, or other problems with walls,
 138 foundations or other structural components?
 139 **(B)** Are you aware of any past or present problems with driveways, walkways, patios or retaining walls on
 140 the Property?
 141 **(C)** Are you aware of any past or present water infiltration in the house or other structures, other than the
 142 roof(s), basement or crawl space(s)?
 143 **(D) Stucco and Exterior Synthetic Finishing Systems**
 144 1. Is any part of the Property constructed with stucco or an Exterior Insulating Finishing System
 145 (EIFS) such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
 146 2. If "yes," indicate type(s) and location(s) _____
 147 3. If "yes," provide date(s) installed _____
 148 **(E)** Are you aware of any fire, storm/weather-related, water, hail or ice damage to the Property?
 149 **(F)** Are you aware of any defects (including stains) in flooring or floor coverings?

	Yes	No	Unk	N/A
A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

150 **Explain any "yes" answers in Section 7. Include the location and extent of any problem(s) and any repair or remediation efforts,**
 151 **the name of the person or company who did the repairs and the date the work was done:** _____
 152 _____

153 **8. ADDITIONS/ALTERATIONS**

- 154 **(A)** Have any additions, structural changes or other alterations (including remodeling) been made to the
 155 Property during your ownership? Itemize and date all additions/alterations below.

	Yes	No	Unk	N/A
A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Addition, structural change or alteration (continued on following page)	Approximate date of work	Were permits obtained? (Yes/No/Unk/NA)	Final inspections/ approvals obtained? (Yes/No/Unk/NA)

162 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
 163 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

164	165	166	167
168	169	170	171
172	173	174	175
Addition, structural change or alteration	Approximate date of work	Were permits obtained? (Yes/No/Unk/NA)	Final inspections/ approvals obtained? (Yes/No/Unk/NA)

173 A sheet describing other additions and alterations is attached.

173	174	175	176	177
Yes	No	Unk	N/A	
<input type="checkbox"/>	<input type="checkbox"/>			

174 (B) Are you aware of any private or public architectural review control of the Property other than zoning
 175 codes? If "yes," explain: _____

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

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

187 **9. WATER SUPPLY**

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

- 189 1. Public
- 190 2. A well on the Property
- 191 3. Community water
- 192 4. A holding tank
- 193 5. A cistern
- 194 6. A spring
- 195 7. Other _____
- 196 8. If no water service, explain: _____

197 (B) **General**

- 198 1. When was the water supply last tested? _____
 199 Test results: _____
- 200 2. Is the water system shared?
- 201 3. If "yes," is there a written agreement?
- 202 4. Do you have a softener, filter or other conditioning system?
- 203 5. Is the softener, filter or other treatment system leased? From whom? _____
- 204 6. If your drinking water source is not public, is the pumping system in working order? If "no,"
 205 explain: _____

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

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

209 (D) **Well**

- 210 1. Has your well ever run dry?
- 211 2. Depth of well _____
- 212 3. Gallons per minute: _____, measured on (date) _____
- 213 4. Is there a well that is used for something other than the primary source of drinking water?
 214 If "yes," explain _____
- 215 5. If there is an unused well, is it capped?

	Yes	No	Unk	N/A
A1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
A7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B1			<input type="checkbox"/>	<input type="checkbox"/>
B2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D2			<input type="checkbox"/>	<input type="checkbox"/>
D3			<input type="checkbox"/>	<input type="checkbox"/>
D4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
D5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

216 Seller's Initials Date _____

Buyer's Initials Date _____

217 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
 218 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

219 (E) **Issues**

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

	Yes	No	Unk	N/A
E1	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

223 **Explain any problem(s) with your water supply. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done:** _____
 224 _____
 225 _____

226 **10. SEWAGE SYSTEM**

227 (A) **General**

- 228 1. Is the Property served by a sewage system (public, private or community)?
 229 2. If "no," is it due to unavailability or permit limitations?
 230 3. When was the sewage system installed (or date of connection, if public)? _____
 231 4. Name of current service provider, if any: _____

	Yes	No	Unk	N/A
A1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
A2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

232 (B) **Type** Is your Property served by:

- 233 1. Public
 234 2. Community (non-public)
 235 3. An individual on-lot sewage disposal system
 236 4. Other, explain: _____

	Yes	No	Unk	N/A
B1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

237 (C) **Individual On-lot Sewage Disposal System.** (check all that apply):

- 238 1. Is your sewage system within 100 feet of a well?
 239 2. Is your sewage system subject to a ten-acre permit exemption?
 240 3. Does your sewage system include a holding tank?
 241 4. Does your sewage system include a septic tank?
 242 5. Does your sewage system include a drainfield?
 243 6. Does your sewage system include a sandmound?
 244 7. Does your sewage system include a cesspool?
 245 8. Is your sewage system shared?
 246 9. Is your sewage system any other type? Explain: _____
 247 10. Is your sewage system supported by a backup or alternate system?

	Yes	No	Unk	N/A
C1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C10	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

248 (D) **Tanks and Service**

- 249 1. Are there any metal/steel septic tanks on the Property?
 250 2. Are there any cement/concrete septic tanks on the Property?
 251 3. Are there any fiberglass septic tanks on the Property?
 252 4. Are there any other types of septic tanks on the Property? Explain _____
 253 5. Where are the septic tanks located? _____
 254 6. When were the tanks last pumped and by whom? _____
 255 _____

	Yes	No	Unk	N/A
D1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D5	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D6	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

- 257 1. Are you aware of any abandoned septic systems or cesspools on the Property?
 258 2. If "yes," have these systems, tanks or cesspools been closed in accordance with the municipality's
 259 ordinance?

	Yes	No	Unk	N/A
E1	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
E2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

260 (F) **Sewage Pumps**

- 261 1. Are there any sewage pumps located on the Property?
 262 2. If "yes," where are they located? _____
 263 3. What type(s) of pump(s)? _____
 264 4. Are pump(s) in working order?
 265 5. Who is responsible for maintenance of sewage pumps? _____
 266 _____

	Yes	No	Unk	N/A
F1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F3	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F5	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

267 (G) **Issues**

- 268 1. How often is the on-lot sewage disposal system serviced? _____
 269 2. When was the on-lot sewage disposal system last serviced and by whom? _____
 270 _____
 271 3. Is any waste water piping not connected to the septic/sewer system?
 272 4. Are you aware of any past or present leaks, backups, or other problems relating to the sewage
 273 system and related items?

	Yes	No	Unk	N/A
G1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G4	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

275 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
 276 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

277 **Explain any "yes" answers in Section 10. Include the location and extent of any problem(s) and any repair or remediation ef-**
 278 **forts, the name of the person or company who did the repairs and the date the work was done:** _____
 279 _____

280 **11. PLUMBING SYSTEM**

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

- 282 1. Copper
- 283 2. Galvanized
- 284 3. Lead
- 285 4. PVC
- 286 5. Polybutylene pipe (PB)
- 287 6. Cross-linked polyethylene (PEX)
- 288 7. Other _____

	Yes	No	Unk	N/A
A1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

289 (B) Are you aware of any past or present problems with any of your plumbing fixtures (e.g., including but
 290 not limited to: kitchen, laundry, or bathroom fixtures; wet bars; exterior faucets; etc.)?
 291 If "yes," explain: _____
 292 _____

293 **12. DOMESTIC WATER HEATING**

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

- 295 1. Electric
- 296 2. Natural gas
- 297 3. Fuel oil
- 298 4. Propane
- 299 If "yes," is the tank owned by Seller?
- 300 5. Solar
- 301 If "yes," is the system owned by Seller?
- 302 6. Geothermal
- 303 7. Other _____

	Yes	No	Unk	N/A
A1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

304 (B) **System(s)**
 305 1. How many water heaters are there? _____
 306 Tanks _____ Tankless _____
 307 2. When were they installed? _____
 308 3. Is your water heater a summer/winter hook-up (integral system, hot water from the boiler, etc.)?

309 (C) Are you aware of any problems with any water heater or related equipment?
 310 If "yes," explain: _____
 311 _____

312 **13. HEATING SYSTEM**

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

- 314 1. Electric
- 315 2. Natural gas
- 316 3. Fuel oil
- 317 4. Propane
- 318 If "yes," is the tank owned by Seller?
- 319 5. Geothermal
- 320 6. Coal
- 321 7. Wood
- 322 8. Solar shingles or panels
- 323 If "yes," is the system owned by Seller?
- 324 9. Other: _____

	Yes	No	Unk	N/A
A1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

325 (B) **System Type(s)** (check all that apply):
 326 1. Forced hot air
 327 2. Hot water
 328 3. Heat pump
 329 4. Electric baseboard
 330 5. Steam
 331 6. Radiant flooring
 332 7. Radiant ceiling

333 Seller's Initials Date _____

Buyer's Initials Date _____

334 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
 335 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

		Yes	No	Unk	N/A
336	8. Pellet stove(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
337	How many and location? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
338	9. Wood stove(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
339	How many and location? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
340	10. Coal stove(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
341	How many and location? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
342	11. Wall-mounted split system(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
343	How many and location? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
344	12. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
345	13. If multiple systems, provide locations _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
346	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
347	(C) Status				
348	1. Are there any areas of the house that are not heated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
349	If "yes," explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
350	2. How many heating zones are in the Property? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
351	3. When was each heating system(s) or zone installed? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
352	4. When was the heating system(s) last serviced? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
353	5. Is there an additional and/or backup heating system? If "yes," explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
354	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
355	6. Is any part of the heating system subject to a lease, financing or other agreement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
356	If "yes," explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
357	(D) Fireplaces and Chimneys				
358	1. Are there any fireplaces? How many? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
359	2. Are all fireplaces working?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
360	3. Fireplace types (wood, gas, electric, etc.): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
361	4. Was the fireplace(s) installed by a professional contractor or manufacturer's representative?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
362	5. Are there any chimneys (from a fireplace, water heater or any other heating system)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
363	6. How many chimneys? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
364	7. When were they last cleaned? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
365	8. Are the chimneys working? If "no," explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
366	(E) Fuel Tanks				
367	1. Are you aware of any heating fuel tank(s) on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
368	2. Location(s), including underground tank(s): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
369	3. If you do not own the tank(s), explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
370	(F) Are you aware of any problems or repairs needed regarding any item in Section 13? If "yes,"	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
371	explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
372	14. AIR CONDITIONING SYSTEM				
373	(A) Type(s). Is the air conditioning (check all that apply):				
374	1. Central air	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
375	a. How many air conditioning zones are in the Property? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
376	b. When was each system or zone installed? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
377	c. When was each system last serviced? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
378	2. Wall units	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
379	How many and the location? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
380	3. Window units	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
381	How many? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
382	4. Wall-mounted split units	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
383	How many and the location? _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
384	5. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
385	6. None _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
386	(B) Are there any areas of the house that are not air conditioned?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
387	If "yes," explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
388	(C) Are you aware of any problems with any item in Section 14? If "yes," explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
389	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

391 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
 392 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

393 **15. ELECTRICAL SYSTEM**

394 (A) **Type(s)**

- 395 1. Does the electrical system have fuses?
 396 2. Does the electrical system have circuit breakers?
 397 3. Is the electrical system solar powered?
 398 a. If "yes," is it entirely or partially solar powered? _____
 399 b. If "yes," is any part of the system subject to a lease, financing or other agreement? If "yes,"
 400 explain: _____
 401 (B) What is the system amperage? _____
 402 (C) Are you aware of any knob and tube wiring in the Property?
 403 (D) Are you aware of any problems or repairs needed in the electrical system? If "yes," explain: _____
 404 _____

	Yes	No	Unk	N/A
A1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3b	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

405 **16. OTHER EQUIPMENT AND APPLIANCES**

406 (A) **THIS SECTION IS INTENDED TO IDENTIFY PROBLEMS OR REPAIRS** and must be completed for each item that
 407 will, or may, be included with the Property. The terms of the Agreement of Sale negotiated between Buyer and Seller will deter-
 408 mine which items, if any, are included in the purchase of the Property. **THE FACT THAT AN ITEM IS LISTED DOES NOT**
 409 **MEAN IT IS INCLUDED IN THE AGREEMENT OF SALE.**

410 (B) Are you aware of any problems or repairs needed to any of the following:

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

431 (C) Explain any "yes" answers in Section 16: _____
 432 _____

433 **17. POOLS, SPAS AND HOT TUBS**

- 434 (A) Is there a swimming pool on the Property? If "yes,"
 435 1. Above-ground or in-ground? _____
 436 2. Saltwater or chlorine? _____
 437 3. If heated, what is the heat source? _____
 438 4. Vinyl-lined, fiberglass or concrete-lined? _____
 439 5. What is the depth of the swimming pool? _____
 440 6. Are you aware of any problems with the swimming pool?
 441 7. Are you aware of any problems with any of the swimming pool equipment (cover, filter, ladder,
 442 lighting, pump, etc.)?
 443 (B) Is there a spa or hot tub on the Property?
 444 1. Are you aware of any problems with the spa or hot tub?
 445 2. Are you aware of any problems with any of the spa or hot tub equipment (steps, lighting, jets,
 446 cover, etc.)?

	Yes	No	Unk	N/A
A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

447 (C) Explain any problems in Section 17: _____
 448 _____

450 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
 451 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

452 **18. WINDOWS**

	Yes	No	Unk	N/A
A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- 453 (A) Have any windows or skylights been replaced during your ownership of the Property?
 454 (B) Are you aware of any problems with the windows or skylights?

455 **Explain any "yes" answers in Section 18. Include the location and extent of any problem(s) and any repair, replacement or
 456 remediation efforts, the name of the person or company who did the repairs and the date the work was done:** _____
 457 _____

458 **19. LAND/SOILS**

	Yes	No	Unk	N/A
A1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

459 **(A) Property**

- 460 1. Are you aware of any fill or expansive soil on the Property?
 461 2. Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth
 462 stability problems that have occurred on or affect the Property?
 463 3. Are you aware of sewage sludge (other than commercially available fertilizer products) being
 464 spread on the Property?
 465 4. Have you received written notice of sewage sludge being spread on an adjacent property?
 466 5. Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations on
 467 the Property?

468 **Note to Buyer:** The Property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence
 469 damage may occur and further information on mine subsidence insurance are available through Department of Environmental
 470 Protection Mine Subsidence Insurance Fund, (800) 922-1678 or ra-epmsi@pa.gov.

471 **(B) Preferential Assessment and Development Rights**

472 Is the Property, or a portion of it, preferentially assessed for tax purposes, or subject to limited devel-
 473 opment rights under the:

	Yes	No	Unk	N/A
B1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

481 **(C) Property Rights**

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

	Yes	No	Unk	N/A
C1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- 484 1. Timber
 485 2. Coal
 486 3. Oil
 487 4. Natural gas
 488 5. Mineral or other rights (such as farming rights, hunting rights, quarrying rights) Explain:
 489 _____

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

494 **Explain any "yes" answers in Section 19:** _____
 495 _____

496 **20. FLOODING, DRAINAGE AND BOUNDARIES**

	Yes	No	Unk	N/A
A1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

497 **(A) Flooding/Drainage**

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

509 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
 510 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

511 **Explain any "yes" answers in Section 20(A). Include dates, the location and extent of flooding and the condition of any man-**
 512 **made storm water management features:** _____
 513

514 **(B) Boundaries**

- 515 1. Are you aware of encroachments, boundary line disputes, or easements affecting the Property?
 516 2. Is the Property accessed directly (without crossing any other property) by or from a public road?
 517 3. Can the Property be accessed from a private road or lane?
 518 a. If "yes," is there a written right of way, easement or maintenance agreement?
 519 b. If "yes," has the right of way, easement or maintenance agreement been recorded?
 520 4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or mainte-
 521 nance agreements?

	Yes	No	Unk	N/A
B1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3b	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

526 **Explain any "yes" answers in Section 20(B):** _____
 527

528 **21. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES**

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

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

	Yes	No	Unk	N/A
A1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

533 *Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination. If mold contamination or indoor air*
 534 *quality is a concern, buyers are encouraged to engage the services of a qualified professional to do testing. Information on this*
 535 *issue is available from the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box*
 536 *37133, Washington, D.C. 20013-7133, 1-800-438-4318.*

537 **(B) Radon**

- 538 1. Are you aware of any tests for radon gas that have been performed in any buildings on the Property?
 539 2. If "yes," provide test date and results _____
 540 3. Are you aware of any radon removal system on the Property?

	Yes	No	Unk	N/A
B1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

541 **(C) Lead Paint**

542 If the Property was constructed, or if construction began, before 1978, you must disclose any knowl-
 543 edge of, and records and reports about, lead-based paint on the Property on a separate disclosure form.

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

	Yes	No	Unk	N/A
C1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

547 **(D) Tanks**

- 548 1. Are you aware of any existing underground tanks?
 549 2. Are you aware of any underground tanks that have been removed or filled?

	Yes	No	Unk	N/A
D1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

550 **(E) Dumping.** Has any portion of the Property been used for waste or refuse disposal or storage?

551 If "yes," location: _____
 552

	Yes	No	Unk	N/A
E	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

552 **(F) Other**

- 553 1. Are you aware of any past or present hazardous substances on the Property (structure or soil)
 554 such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?
 555 2. Are you aware of any other hazardous substances or environmental concerns that may affect the
 556 Property?
 557 3. If "yes," have you received written notice regarding such concerns?
 558 4. Are you aware of testing on the Property for any other hazardous substances or environmental
 559 concerns?

	Yes	No	Unk	N/A
F1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

560 **Explain any "yes" answers in Section 21. Include test results and the location of the hazardous substance(s) or environmental**
 561 **issue(s):** _____

562 **22. MISCELLANEOUS**

563 **(A) Deeds, Restrictions and Title**

- 564 1. Are there any deed restrictions or restrictive covenants that apply to the Property?
 565 2. Are you aware of any historic preservation restriction or ordinance or archeological designation
 566 associated with the Property?

	Yes	No	Unk	N/A
A1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

567 Seller's Initials Date _____

Buyer's Initials Date _____

568 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
 569 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

570 3. Are you aware of any reason, including a defect in title or contractual obligation such as an option
 571 or right of first refusal, that would prevent you from giving a warranty deed or conveying title to the
 572 Property?

	Yes	No	Unk	N/A
A3	<input type="checkbox"/>	<input type="checkbox"/>		
B1	<input type="checkbox"/>	<input type="checkbox"/>		
B2	<input type="checkbox"/>	<input type="checkbox"/>		
B3	<input type="checkbox"/>	<input type="checkbox"/>		
C1	<input type="checkbox"/>	<input type="checkbox"/>		
C2	<input type="checkbox"/>	<input type="checkbox"/>		
D1	<input type="checkbox"/>	<input type="checkbox"/>		

573 **(B) Financial**

- 574 1. Are you aware of any public improvement, condominium or homeowner association assessments
 575 against the Property that remain unpaid or of any violations of zoning, housing, building, safety or
 576 fire ordinances or other use restriction ordinances that remain uncorrected?
 577 2. Are you aware of any mortgages, judgments, encumbrances, liens, overdue payments on a support
 578 obligation, or other debts against this Property or Seller that cannot be satisfied by the proceeds of
 579 this sale?
 580 3. Are you aware of any insurance claims filed relating to the Property during your ownership?

581 **(C) Legal**

- 582 1. Are you aware of any violations of federal, state, or local laws or regulations relating to this Prop-
 583 erty?
 584 2. Are you aware of any existing or threatened legal action affecting the Property?

585 **(D) Additional Material Defects**

- 586 1. Are you aware of any material defects to the Property, dwelling, or fixtures which are not dis-
 587 closed elsewhere on this form?

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

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

595 **Explain any "yes" answers in Section 22:** _____
 596 _____

597 **23. ATTACHMENTS**

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

- 599 Seller's Property Disclosure Statement Addendum (PAR Form SDA)
 600 _____
 601 _____
 602 _____

603 **The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best**
 604 **of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the prop-**
 605 **erty and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMA-**
 606 **TION CONTAINED IN THIS STATEMENT. If any information supplied on this form becomes inaccurate following comple-**
 607 **tion of this form, Seller shall notify Buyer in writing.**

608 SELLER	_____	DATE	_____
609 SELLER	_____	DATE	_____
610 SELLER	_____	DATE	_____
611 SELLER	_____	DATE	_____
612 SELLER	_____	DATE	_____
613 SELLER	_____	DATE	_____

614 **RECEIPT AND ACKNOWLEDGEMENT BY BUYER**

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

619 BUYER	_____	DATE	_____
620 BUYER	_____	DATE	_____
621 BUYER	_____	DATE	_____