

**PROPOSED
AGREEMENT
OF
SALE**



CONSUMER NOTICE

THIS IS NOT A CONTRACT

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

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

Seller Agent

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

Buyer Agent

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

Dual Agent

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

Designated Agent

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

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

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

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

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

- Regardless of the business relationship selected, all licensees owe consumers the duty to:
 - Exercise reasonable professional skill and care which meets the practice standards required by the RELRA.
 - Deal honestly and in good faith.
 - Present, as soon as practicable, all written offers, counteroffers, notices and communications to and from the parties. This duty may be waived *by* the seller *where* the seller's property is under contract and the waiver is in writing.
 - Comply with the Real Estate Seller Disclosure Law.
 - Account for escrow and deposit funds.
 - Disclose, as soon as practicable, all conflicts of interest and financial interests.
 - Provide assistance with document preparation and advise the consumer regarding compliance with laws pertaining to real estate transactions.
 - Advise the consumer to seek expert advice on matters about the transaction that are beyond the licensee's expertise.
 - Keep the consumer informed about the transaction and the tasks to be completed.
 - Disclose financial interest in a service, such as financial, title transfer and preparation services, insurance, construction, repair or inspection, at the time service is recommended or the first time the licensee learns that the service will be used.
- The following contractual terms are *negotiable* between the licensee and the consumer and must be addressed in an agreement/disclosure statement:
 - The duration of the licensee's employment, listing agreement or contract.
 - The licensee's fees or commission.
 - The scope of the licensee's activities or practices.
 - The broker's cooperation with and sharing of fees with other brokers.
- All sales agreements must contain the property's zoning classification except where the property is zoned solely or primarily to permit single family dwellings.
- The Real Estate Recovery Fund exists to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

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

ACKNOWLEDGMENT

I acknowledge that I have received this disclosure.

Date: _____ SUCCESSFUL BIDDER AT AUCTION _____
 (Consumer's Printed Name) (Consumer's Signature)

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

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

Date: May 18, 2017

John M Cowley
 (Licensee's Printed Name)


 (Licensee's Signature)

RM 025944A
 (License #)

Adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

BUYER'S ESTIMATED COSTS

BEC

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

PROPERTY 2310 Ash St, Scranton, PA 18510-1507

BUYER SUCCESSFUL BIDDER AT AUCTION

SETTLEMENT DATE July 31, 2017

PURCHASE PRICE \$ _____

1. Title

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

Notice to Buyer: Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance policies come in standard and enhanced versions; Buyer should consult with a title insurance agent about Buyer's options.

First Mortgage -- Estimated Monthly Payments INITIALLY

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

2. Broker's Fee _____ \$ _____

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

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

Second Mortgage -- Estimated Monthly Payments INITIALLY

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

4. Adjustments (+/-)

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

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

5. Inspection Fees

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

SUMMARY OF TOTAL MONIES NEEDED

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

6. Lender

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

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

7. Home Warranty _____ \$ _____

8. Other _____ \$ _____

Estimated Costs \$ _____

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

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

BUYER _____ **SUCCESSFUL BIDDER AT AUCTION** **DATE** _____
BUYER _____ **DATE** _____
BUYER _____ **DATE** _____

BROKER (Company Name) COWLEY REAL ESTATE, INC

PROVIDED BY (Licensee) _____

John M Cowley

DATE 06/17/2017



SELLER'S ESTIMATED COSTS

SEC

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

1 PROPERTY 2310 Ash St, Scranton, PA 18510-1507
2 SELLER PAUL SOTAK, EXECUTOR FOR THE , ESTATE OF MARCO RESIGNO
3 BUYER SUCCESSFUL BIDDER AT AUCTION
4 SETTLEMENT DATE July 31, 2017 PURCHASE PRICE \$

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

24 ESTIMATED COSTS (subtotal) \$

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

26 TOTAL ESTIMATED COSTS/ADJUSTMENTS \$

27 Purchase Price \$

28 Total Estimated Costs/Adjustments (from above) \$

29 ESTIMATED PROCEEDS (before loan payoffs) \$

30 Seller's Estimate of Mortgages, Equity, and Other Loan Balances
31 (including prepayment penalties), liens, assessments, etc. \$

32 ESTIMATED NET PROCEEDS TO SELLER \$

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

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

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

38 SELLER PAUL SOTAK, EXECUTOR FOR THE DATE
39 SELLER ESTATE OF MARCO RESIGNO DATE
40 SELLER DATE

41 BROKER (Company Name) Cowley Real Estate & Auction Companies
42 PROVIDED BY (Licensee) John M. Cowley DATE 06/17/2017



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): <u>SUCCESSFUL BIDDER AT AUCTION</u> <hr/> <hr/> BUYER'S MAILING ADDRESS: <hr/> <hr/> <hr/>	SELLER(S): <u>PAUL SOTAK, EXECUTOR FOR THE ESTATE OF MARCO RESIGNO</u> <hr/> <hr/> SELLER'S MAILING ADDRESS: <hr/> <hr/> <hr/>

PROPERTY
ADDRESS (including postal city) <u>2310 ASH STREET</u> ZIP <u>18510-1507</u> , in the municipality of <u>CITY OF SCRANTON</u> , County of <u>Lackawanna</u> , in the School District of <u>SCRANTON</u> , in the Commonwealth of Pennsylvania. Tax ID #(s): <u>15707-030-031</u> and/or Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): _____ <hr/>

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) <u>COWLEY REAL ESTATE, INC</u> Company License # <u>JOHN M COWLEY</u> Company Address <u>3350 N MAIN AVE, SCRANTON, PA 18508</u> Company Phone <u>(570) 498-8587</u> Company Fax <u>(570) 343-5075</u> Broker is (check only one): <input checked="" type="checkbox"/> Seller Agent (Broker represents Seller only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) <u>JOHN M COWLEY</u> State License # <u>RM025944A</u> Direct Phone(s) _____ Cell Phone(s) <u>(570) 498-8587</u> Email _____ Licensee(s) is (check only one): <input checked="" type="checkbox"/> Seller Agent (all company licensees represent Seller) <input type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)	

DUAL AND/OR DESIGNATED AGENCY

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

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

Buyer Initials: _____ / _____ ASR Page 1 of 13 Seller Initials: _____ / _____

1 **By this Agreement**, dated June 17, 2017 ,

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: \$ 2,500.00
- 9 2. Additional Deposit within _____ days of the Execution Date: \$ _____
- 10 3. **BALANCE TO 10% OF CONTRACT AMOUNT BY 5/23/2017** \$ _____

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 who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or ter-
17 mination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of
18 the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this
19 Agreement.

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

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

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

26 (A) Settlement Date is July 31, 2017 , 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 pay
32 up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:

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 31.
- 37 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: _____

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

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

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

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

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

51 (A) Written acceptance of all parties will be on or before: June 30, 2017

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

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

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

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

64 6. ZONING (4-14)

65 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.

66 Zoning Classification, as set forth in the local zoning ordinance: R-1A MEDIUM LOW DENSITY RESIDENTIAL

67 7. FIXTURES AND PERSONAL PROPERTY (9-16)

68 (A) INCLUDED in this sale, unless otherwise stated, are all existing items permanently installed in or on the Property, free of liens, and other items including plumbing; heating; gas fireplace logs; radiator covers; lighting fixtures (including chandeliers and ceiling fans); pools, spas and hot tubs (including covers and cleaning equipment); electric animal fencing systems (excluding collars); garage door openers and transmitters; television antennas; mounting brackets and hardware for television and sound equipment; unpotted shrubbery, plantings and trees; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences; mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware (including rods and brackets), shades and blinds; awnings; central vacuum system (with attachments); built-in air conditioners; built-in appliances; the range/oven; dishwashers; trash compactors; any remaining heating and cooking fuels stored on the Property at the time of settlement; and, if owned, water treatment systems, propane tanks, satellite dishes and security systems. Also included: _____

80 (B) Unless stated otherwise, the value of the items listed above are not included in the Purchase Price.

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

82 (D) EXCLUDED fixtures and items: _____

83 8. MORTGAGE CONTINGENCY (9-16)

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

85 ELECTED.

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

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

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

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

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

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

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

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

93 Buyer Initials: _____ / _____

Seller Initials: _____ / _____

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

FHA/VA, IF APPLICABLE

- 164 (H) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the pur-
 165 chase of the Property described herein or to incur any penalty for forfeiture of earnest money deposits or otherwise unless Buyer
 166 has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner,
 167 Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than
 168 \$ _____ (the Purchase Price as stated in this Agreement). Buyer will have the privilege and option of
 169 proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation
 170 is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does
 171 not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the
 172 Property are acceptable.
- 173 **Warning:** Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing
 174 Administration Transactions, provides, "Whoever for the purpose of . . . influencing in any way the action of such Department,
 175 makes, passes, utters or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not
 176 more than two years, or both."
- 177 (I) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgement**
- 178 Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of
 179 getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that
 180 FHA will not perform a home inspection nor guarantee the price or condition of the Property.
- 181 (J) **Certification** We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for
 182 purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in
 183 connection with this transaction is attached to this Agreement.

185 **9. CHANGE IN BUYER'S FINANCIAL STATUS (4-14)**

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

191 Buyer Initials: _____ / _____

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Seller Initials: _____ / _____

192 **10. SELLER REPRESENTATIONS (4-14)**

193 (A) **Status of Water**

194 Seller represents that the Property is served by:

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

196 (B) **Status of Sewer**

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

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

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

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

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

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

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

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

230 (C) **Historic Preservation**

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

233 (D) **Land Use Restrictions**

- 234 1. Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the
235 following Act(s) (see Notices Regarding Land Use Restrictions below):
236 Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. § 901 et seq.)
237 Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)
238 Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
239 Conservation Reserve Program (16 U.S.C. § 3831 et seq.)
240 Other _____

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

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

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

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

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

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

270 (F) **Public and/or Private Assessments**
271 1. Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner asso-
272 ciation assessments have been made against the Property which remain unpaid, and that no notice by any government or public
273 authority (excluding assessed value) has been served upon Seller or anyone on Seller's behalf, including notices relating to vio-
274 lations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition
275 that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: _____
276
277 2. Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____
278

279 (G) **Highway Occupancy Permit**
280 Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

281 **11. WAIVER OF CONTINGENCIES (9-05)**
282 If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions,
283 boundaries, certifications, zoning classification or use, or any other information regarding the Property, **Buyer's failure to exercise**
284 **any of Buyer's options within the times set forth in this agreement is a Waiver of that contingency and Buyer accepts the**
285 **Property and agrees to the release in Paragraph 28 of this agreement.**

286 **12. BUYER'S DUE DILIGENCE/INSPECTIONS (9-16)**
287 (A) **Rights and Responsibilities**
288 1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to
289 surveyors, municipal officials, appraisers and inspectors. All parties and their real estate licensee(s) may attend any inspections.
290 2. Buyer may make two pre-settlement walk-through inspections of the Property. Buyer's right to these inspections is not waived
291 by any other provision of this Agreement.
292 3. **Seller will have heating and all utilities (including fuel(s)) on for all inspections/appraisals.**
293 4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.
294 5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared. Unless
295 otherwise stated, Seller does not have the right to receive a copy of any lender's appraisal report.
296 (B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as
297 "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly
298 licensed or otherwise qualified professionals. All inspections shall be non-invasive, unless otherwise agreed in writing. If the same
299 inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 12(D) for
300 Notices Regarding Property and Environmental Inspections)
301 (C) For elected Inspection(s), Buyer will, within the Contingency Period stated in Paragraph 13(A), complete Inspections, obtain any
302 Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a
303 written corrective proposal to Seller, according to the terms of Paragraph 13(B).

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

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

322 active infestation(s), Buyer, at Buyer's expense, may obtain a Proposal from a wood-destroying pests pesticide appli-
323 cator to treat the Property. If the Inspection reveals damage from active or previous infestation(s), Buyer may obtain
324 a written Report from a professional contractor, home inspector or structural engineer that is limited to structural
325 damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property.
326 **Deeds, Restrictions and Zoning**
327 **Elected** Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordi- **Waived**
328 / nances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the /
329 Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking) is
330 permitted and may elect to make the Agreement contingent upon an anticipated use. Present use: _____
331

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

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

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

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

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

368 **Lead-Based Paint Hazards (For Properties built prior to 1978 only)**
369 **Elected** Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct a **Waived**
370 / risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint haz- /
371 ards. **Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard**
372 **Reduction Act requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approved**
373 **lead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along with a sep-**
374 **arate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and any**
375 **lead-based paint records regarding the Property.**

376 **Other**
377 **Elected** / **THIS SALE IS MADE AT A PUBLIC REAL ESTATE AUCTION. ANY INSPECTIONS** **Waived**
378 **BIDDER FEELS ARE NECESSARY OR DESIRED MUST BE MADE PRIOR TO BIDDING ON** /
379 **THIS PROPERTY. THIS PROPERTY BEING SOLD "AS IS, WHERE IS".**

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

383 **(D) Notices Regarding Property & Environmental Inspections**
384 1. **Exterior Building Materials:** Poor or improper installation of exterior building materials may result in moisture penetrating
385 the surface of a structure where it may cause mold and damage to the building's frame.

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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.

402 **13. INSPECTION CONTINGENCY (4-14)**

- 403 (A) The Contingency Period is _____ days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected
404 in Paragraph 12(C).
- 405 (B) Except as stated in Paragraph 13(C), if the result of any Inspection elected in Paragraph 12(C) is unsatisfactory to Buyer, Buyer
406 will, **within the stated Contingency Period:**
- 407 1. Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 - 408 2. **Terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
409 Paragraph 26 of this Agreement, OR
 - 410 3. **Present the Report(s) to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by Buyer.**
411 The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the cor-
412 rections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the corrections.
413 Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental require-
414 ments if performed in a workmanlike manner according to the terms of Buyer's Proposal.
- 415 a. Following the end of the Contingency Period, Buyer and Seller will have _____ days (5 if not specified) for a Negotiation
416 Period.
 - 417 (1) During the Negotiation Period, Seller will either agree to satisfy all the terms of Buyer's Proposal or negotiate, by written
418 or verbal communication, another mutually acceptable written agreement, providing for any repairs or improvements to
419 the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.
 - 420 (2) If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable
421 written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement and the
422 Negotiation Period ends.
 - 423 b. If no mutually acceptable written agreement is reached, or if Seller fails to respond, during the Negotiation Period, within
424 _____ days (2 if not specified) **following the end of the Negotiation Period**, Buyer will:
 - 425 (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this
426 Agreement, OR
 - 427 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
428 of Paragraph 26 of this Agreement.
- 429 **If Buyer and Seller do not reach a mutually acceptable written agreement, and Buyer does not terminate this**
430 **Agreement by written notice to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will accept the Property**
431 **and agree to the RELEASE in Paragraph 28 of this Agreement. Ongoing negotiations do not automatically extend the**
432 **Negotiation Period.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.
2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer

516 for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the
517 association in the Certificate.

518 3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and for
519 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer declaring this
520 Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.

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

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

527 (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular
528 rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions; his-
529 toric preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the
530 ground; easements of record; and privileges or rights of public service companies, if any.

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

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

539 (D) Seller has the right, upon request, to receive a free copy of any title abstract for the Property from the party for whom it was prepared.

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

543 (F) In the event of a change in Seller's financial status affecting Seller's ability to convey title to the Property on or before the
544 Settlement Date, or any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes, but
545 is not limited to, Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against
546 Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient
547 to satisfy all liens and encumbrances against the Property.

548 (G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as
549 specified in Paragraph 17(A), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to
550 Buyer according to the terms of Paragraph 26 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs incurred
551 by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in
552 Paragraph 17(C) items (1), (2), (3) and in Paragraph 17(E).

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

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

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

557 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH
558 THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL
559 RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE,
560 BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July
561 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from
562 coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private
563 contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with
564 the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees
565 to sign the deed from Seller which deed will contain the aforesaid provision.

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

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

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

569 2. **Notices Regarding Private Transfer Fees:** In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer Fee
570 Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that is payable upon the trans-
571 fer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge runs
572 with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed amount or
573 is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer." A Private
574 Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to prospective buyers. Where
575 a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers.
576

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

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

- 581 (B) If any part of the Property included in the sale fails before settlement, Seller will:
- 582 1. Repair or replace that part of the Property before settlement, OR
- 583 2. Provide prompt written notice to Buyer of Seller's decision to:
- 584 a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender,
- 585 if any, OR
- 586 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
- 587 part of the Property.
- 588 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**
- 589 **fails to notify Buyer of Seller's choice**, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date,
- 590 whichever is earlier, that Buyer will:
- 591 a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
- 592 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 593 Paragraph 26 of this Agreement.

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

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

- 596 (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
- 597 replaced prior to settlement, Buyer will:
- 598 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
- 599 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 600 Paragraph 26 of this Agreement.

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

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

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

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

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

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

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

608 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

626 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,

627 you may be held liable for the tax.

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

629 The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing

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

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

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

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

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

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

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

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

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

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

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

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

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

709 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real
710 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been

711 Buyer Initials: _____ / _____

ASR Page 12 of 13

Seller Initials: _____ / _____

712 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-
713 3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

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

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

717 (B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be
718 satisfied by communication/delivery to the Broker for Buyer, if any, **except for documents required to be delivered pursuant to**
719 **Paragraph 16.** If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made
720 directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows
721 communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If
722 there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller,
723 unless otherwise agreed to by the parties.

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

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

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

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

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

738 (B) **Additional Terms: THIS PROPERTY IS BEING SOLD AT A PUBLIC REAL ESTATE AUCTION, THE TERMS**
739 **& CONDITIONS OF WHICH ARE ATTACHED HERETO AND MADE A PART HEREOF. IN THE EVENT OF**
740 **CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT OF SALE AND THE TERMS & CONDITIONS OF**
741 **THE AUCTION, ALL PROVISIONS OF TERMS AND CONDITIONS OF THE AUCTION SHALL PREVAIL.**

742 **THIS PROPERTY IS BEING OFFERED AND SOLD IN ITS' AS IS AND WHERE IS CONDITION**
744 Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

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

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

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

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

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

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

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

757 **BUYER** _____ **DATE** _____
SUCCESSFUL BIDDER AT AUCTION

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

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

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

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

762 **SELLER** _____ **DATE** _____
PAUL SOTAK, EXECUTOR FOR THE

763 **SELLER** _____ **DATE** _____
ESTATE OF MARCO RESIGNO

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

**SELLER
PROPERTY
DISCLOSURE**

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 2310 Ash St, Scranton, PA 18510-1507**

2 **SELLER PAUL SOTAK, EXECUTOR**

3 **INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW**

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

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

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

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

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

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

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

41 Seller's Initials PS / _____ Date _____

SPD Page 1 of 10

Buyer's Initials _____ / _____ Date _____



Cowley Real Estate, 3350 N Main Ave Scranton, PA 18508
Phone: (570)346-2404

Fax:

John Cowley

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	Yes	No	Unk	N/A
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B				
C				

1. SELLER'S EXPERTISE

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

Explain any "yes" answers in Section 1: _____

	Yes	No	Unk	N/A
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D				

2. OWNERSHIP/OCCUPANCY

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

Explain section 2 (if needed): _____

	Yes	No	Unk	N/A
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3. CONDOMINIUMS/PLANNED COMMUNITIES/OTHER HOMEOWNERS ASSOCIATIONS

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

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

	Yes	No	Unk	N/A
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4. ROOF AND ATTIC

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

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

Seller's Initials _____ / _____ Date _____ SPD Page 2 of 10 Buyer's Initials _____ / _____ Date _____

	Yes	No	Unk	N/A
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5. BASEMENTS AND CRAWL SPACES

(A) Sump Pump

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

(B) Water Infiltration

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

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

	Yes	No	Unk	N/A
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6. TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS

(A) Status

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

(B) Treatment

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

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

	Yes	No	Unk	N/A
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7. STRUCTURAL ITEMS

- (A) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components?
- (B) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property?
- (C) Are you aware of any past or present water infiltration in the house or other structures, other than the roof, basement or crawl spaces?
- (D) **Stucco and Exterior Synthetic Finishing Systems**
 1. Is your property constructed with stucco?
 2. Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
 3. If "yes," when was it installed? _____
- (E) Are you aware of any fire, storm, water or ice damage to the property?
- (F) Are you aware of any defects (including stains) in flooring or floor coverings?

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

	Yes	No	Unk	N/A
A				
B				

8. ADDITIONS/ALTERATIONS

- (A) Have any additions, structural changes, or other alterations been made to the property during your ownership? Itemize and date all additions/alterations below.
- (B) Are you aware of any private or public architectural review control of the property other than zoning codes?

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

A sheet describing other additions and alterations is attached.

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Note to Buyer: The PA Construction Code Act, 35 P.S. §7210 et seq. (effective 2004), and local codes establish standards for building and altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work and if so, whether they were obtained. Where required permits were not obtained, the municipality might require the current owner to upgrade or remove changed made by the prior owners. Buyers can have the property inspected by an expert in codes compliance to determine if issues exist. Expanded title insurance policies may be available for Buyers to cover the risk of work done to the property by previous owners without a permit or approval.
Note to Buyer: According to the PA Stormwater Management Act, each municipality must enact a Storm Water Management Plan for drainage control and flood reduction. The municipality where the property is located may impose restrictions on impervious or semi-pervious surfaces added to the property. Buyers should contact the local office charged with overseeing the Stormwater Management Plan to determine if the prior addition of impervious or semi-pervious areas, such as walkways, decks, and swimming pools, might affect your ability to make future changes.

9. WATER SUPPLY

	Yes	No	Unk	N/A
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(A) **Source.** Is the source of your drinking water (check all that apply):

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

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

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

(C) **Well**

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

(D) **Pumping and Treatment**

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

(E) **General**

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

(F) **Issues**

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

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

10. SEWAGE SYSTEM

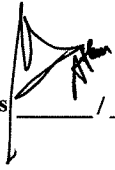
	Yes	No	Unk	N/A
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(A) **General**

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

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

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



Seller's Initials _____ Date _____ SPD Page 4 of 10 Buyer's Initials _____ / _____ Date _____

	Yes	No	Unk	N/A
213				
214	1			
215	2			
216	3			
217	4			
218	5			
219	6			
220	7			
221	8			
222				
223	1			
224	2			
225	3			
226	4			
227	5			
228	6			
229	7			
230				
231	1			
232	2			
233				
234	1			
235	2			
236	3			
237	4			
238				
239	1			
240	2			
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- (C) **Individual On-lot Sewage Disposal System.** Is your sewage system (check all that apply):
1. Within 100 feet of a well
 2. Subject to a ten-acre permit exemption
 3. A holding tank
 4. A drainfield
 5. Supported by a backup or alternate drainfield, sandmound, etc.
 6. A cesspool
 7. Shared
 8. Other, explain: _____

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

- (E) **Abandoned Individual On-lot Sewage Disposal Systems and Septic**
1. Are you aware of any abandoned septic systems or cesspools on your property? _____
 2. Have these systems or cesspools been closed in accordance with the municipality's ordinance? _____

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

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

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

	Yes	No	Unk	N/A
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247	1			
248	2			
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252	6			
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254	B			
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- 11. PLUMBING SYSTEM**
- (A) **Material(s).** Are the plumbing materials (check all that apply):
1. Copper
 2. Galvanized
 3. Lead
 4. PVC
 5. Polybutylene pipe (PB)
 6. Cross-linked polyethylene (PEX)
 7. Other _____
- (B) Are you aware of any problems with any of your plumbing fixtures (e.g., including but not limited to: kitchen, laundry, or bathroom fixtures; wet bars; exterior faucets; etc.)? _____
If "yes," explain: _____

	Yes	No	Unk	N/A
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260	1			
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263	4			
264	5			
265	6			
266	7			
267	8			
268	B			
269	C			
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- 12. DOMESTIC WATER HEATING**
- (A) **Type(s).** Is your water heating (check all that apply):
1. Electric
 2. Natural gas
 3. Fuel oil
 4. Propane
 5. Solar
 6. Geothermal
 7. Other: _____
 8. Is your water heating a summer-winter hook-up (integral system, hot water from the boiler, etc.)? _____
- (B) How many water heaters are there? _____ When were they installed? _____
- (C) Are you aware of any problems with any water heater or related equipment? _____
If "yes," explain: _____

Yes	No	Unk	N/A

(B) What is the system amperage? _____
 (C) Are you aware of any knob and tube wiring in the home?

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

16. OTHER EQUIPMENT AND APPLIANCES

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

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

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

17. LAND/SOILS

(A) Property

- Are you aware of any fill or expansive soil on the property?
- Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth stability problems that have occurred on or affect the property?
- Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the property, or have you received written notice of sewage sludge being spread on an adjacent property?
- Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations that might affect this property?

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

Yes	No	Unk	N/A

Seller's Initials _____ Date _____ SPD Page 7 of 10 Buyer's Initials _____ / _____ Date _____

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(B) Preferential Assessment and Development Rights

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

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

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

(C) Property Rights

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

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

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

Explain any "yes" answers in section 17: _____

18. FLOODING, DRAINAGE AND BOUNDARIES

	Yes	No	Unk	N/A
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(A) Flooding/Drainage

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

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

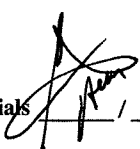
(B) Boundaries

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

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

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

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

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19. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

	Yes	No	Unk	N/A
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1				
2				

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

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

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

(B) Radon

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

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

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

Date Installed	Type of System	Provider	Working?
_____	_____	_____	_____

(C) Lead Paint

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

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

(D) Tanks

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

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

(F) Other

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

Explain any "yes" answers in section 19: _____

	Yes	No	Unk	N/A
1				
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20. MISCELLANEOUS

(A) Deeds, Restrictions and Title

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

(B) Financial

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

	Yes	No	Unk	N/A
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497 Seller's Initials  Date _____ SPD Page 9 of 10 Buyer's Initials _____ / _____ Date _____

Yes	No	Unk	N/A

(C) Legal

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

(D) Additional Material Defects

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

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

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

Explain any "yes" answers in section 20: _____

21. ATTACHMENTS

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

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

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

SELLER PAUL SOTAK, EXECUTOR _____ DATE _____
 SELLER _____ DATE _____
 SELLER _____ DATE _____

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

Paul Sotak, Executor _____ DATE 5-3-17

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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

BUYER _____ DATE _____
 BUYER _____ DATE _____
 BUYER _____ DATE _____

RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FORM

LPD

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

THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978

1 **PROPERTY** 2310 Ash St, Scranton, PA 18510-1507

2 **SELLER** PAUL SOTAK, EXECUTOR

3 **LEAD WARNING STATEMENT**

4 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such
5 property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead
6 poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,
7 behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest
8 in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or
9 inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for
10 possible lead-based paint hazards is recommended prior to purchase.

11 **SELLER'S DISCLOSURE**

12 PAUL SOTAK Seller has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.
13 PAUL SOTAK Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the
14 basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other
15 available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)

17 **SELLER'S RECORDS/REPORTS**

18 PAUL SOTAK Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.
19 PAUL SOTAK Seller has provided Buyer with all available records and reports regarding lead-based paint and/or lead-based paint hazards in
20 or about the Property. (List documents): _____

22 Seller certifies that to the best of Seller's knowledge the above statements are true and accurate.

23 **SELLER** Paul Sotak Executor **PAUL SOTAK, EXECUTOR** **DATE** 5-3-17

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

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

26 **BUYER**

27 **DATE OF AGREEMENT**

28 **BUYER'S ACKNOWLEDGMENT**

29 ___/___ Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement.

30 ___/___ Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards and has received the records
31 and reports regarding lead-based paint and/or lead-based paint hazards identified above.

32 Buyer has (initial one):

33 ___/___ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of
34 lead-based paint and/or lead-based paint hazards; or

35 ___/___ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based
36 paint hazards.

37 Buyer certifies that to the best of Buyer's knowledge the statements contained in Buyer's acknowledgement are true and accurate.

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

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

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

41 **AGENT ACKNOWLEDGEMENT AND CERTIFICATION**

42 John M. Cowley Agent/Licensee represents that Agent has informed Seller of Seller's obligations under the Residential Lead-Based-Paint
43 Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure compliance.

44 The following have reviewed the information above and certify that the Agent statements are true to the best of their knowledge and belief.

45 **Seller Agent and Buyer Agent must both sign this form.**

46 **BROKER FOR SELLER (Company Name)** Cowley Real Estate & Auction Companies

47 **LICENSEE** John M. Cowley **John M. Cowley** **DATE** 5/2/17

48 **BROKER FOR BUYER (Company Name)** _____

49 **LICENSEE** _____ **DATE** _____



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10/16



Protect Your Family from Lead in Your Home

US Environmental Protection Agency/US Consumer Protection Agency



Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

By 1996, federal law will require that individuals receive certain information before renting, buying, or renovating pre-1978 housing:

LANDLORDS will have to disclose known information on lead-based paint hazards before leases take effect. Leases will include a federal form about lead-based paint.

SELLERS will have to disclose known information on lead-based paint hazards before selling a house. Sales contracts will include a federal form about lead-based paint in the building. Buyers will have up to 10 days to check for lead hazards.

RENOVATORS will have to give you this pamphlet before starting work.

IF YOU WANT MORE INFORMATION on these requirements, call the National Lead Information Clearinghouse at 1-800-424-LEAD.

IMPORTANT! Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

FACT: Lead exposure can harm young children and babies even before birth.

FACT: Even children that seem healthy can have high levels of lead in their bodies.

FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips with lead in them.

FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

FACT: Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

People can get lead in their body if they:

- Put their hands or other objects covered with lead dust in their mouths.
 - Eat paint chips or soil that contains lead.
 - Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Lead is even more dangerous to children than adults because:
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.
 - Children's growing bodies absorb more lead.
 - Children's brains and nervous systems are more sensitive to the damaging effects of lead.

1 out of every 11 children in the United States has dangerous levels of lead in the bloodstream.

Even children who appear healthy can have dangerous levels of lead.

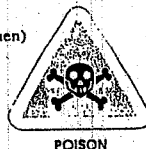
Lead's Effects

If not detected early, children with high levels of lead in their bodies can suffer from:

- Damage to the brain and nervous system
- Behavior and learning problems (such as hyperactivity)
- Slowed growth
- Hearing problems
- Headaches

Lead is also harmful to adults. Adults can suffer from:

- Difficulties during pregnancy
- Other reproductive problems (in both men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain



Checking Your Family for Lead

Get your children tested if you think your home has high levels of lead

A simple blood test can detect high levels of lead. Blood tests are important for:

- Children who are 6 months to 1 year old (6 months if you live in an older home with cracking or peeling paint).
 - Family members you think might have high levels of lead.
- If your child is older than 1 year, talk to your doctor about whether your child needs testing.

Your doctor or health center can do blood tests. They are inexpensive and sometimes free. Your doctor will explain what the test results mean. Treatment can range from changes in your diet to medication or a hospital stay.

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint, or other sources such as past use of leaded gas in cars.)

Where Lead Is Likely To Be a Hazard

Lead from paint chips, which you can see, and lead dust, which you can always see, can both be serious hazards.

Lead-based paint in good condition is usually not a hazard.

Peeling, chipping, chalking, or cracking lead-based paint is a hazard and needs immediate attention.

Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear. These areas include:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, and banisters.
- Porches and fences.

Lead dust can form when lead-based paint is dry scraped, dry sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when people vacuum, sweep, or walk through it.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. Call your state agency to find out about soil testing for lead.

Checking Your Home for Lead Hazards

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home checked for lead hazards in one of two ways, or both:

• A paint inspection tells you the lead content of every painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.

• A risk assessment tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards.

Have qualified professionals do the work. The federal government is writing standards for inspectors and risk assessors. Some states might already have standards in place. Call your state agency for help with locating qualified professionals in your area.

Trained professionals use a range of methods when checking your home including:

- Visual inspection of paint condition and location.
- Lab tests of paint samples.
- Surface dust tests.
- A portable x-ray fluorescence machine.

Home test kits for lead are available, but recent studies suggest that they are not always accurate. Consumers should not rely on these tests before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately.
- Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and low-fat dairy products. Children with good diets absorb less lead.

How To Significantly Reduce Lead Hazards

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.

In addition to day-to-day cleaning and good nutrition:

• You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.

• To permanently remove lead hazards, you must hire a lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not enough.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. If possible, hire a certified lead abatement contractor. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Call your state agency for help with locating qualified contractors in your area and to see if financial assistance is available.

~ NOTICE ~

TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA

CIVIL RIGHTS ACTS: State and Federal laws regarding civil rights in real estate transactions apply primarily to the Owner and Agent. However, the laws also apply to other persons involved in the transaction. The provisions of two Federal and three State laws are of special significance:

(A) **THE CIVIL RIGHTS ACT OF 1866:** This act provides that all citizens of the United States shall have the same right to inherit, purchase, lease, sell, hold, and convey real or personal property regardless of race.

(B) **THE CIVIL RIGHTS ACT OF 1968:**

(1) **TITLE VIII**, which applies to all aspects of a housing transaction, prohibits discrimination in renting, selling, or leasing housing on the basis of **RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS (CHILDREN UNDER 18), OR NATIONAL ORIGIN**. NO PROPERTY IS EXEMPT WHEN LISTED WITH A BROKER.

(2) **TITLE IX** prohibits the willful or attempted injury, intimidation, or interference with any person because of his/her **RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN** in the selling, purchasing, renting, financing, or occupying of any dwelling or contracting or negotiating for the sale, purchase, rental, financing, or construction of any dwelling.

(C) **THE PENNSYLVANIA HUMAN RELATIONS ACT:**

(1) This law prohibits discrimination. Neither Owner, nor any Agent or salesperson may steer, direct, or initiate a discussion or engage in any form of solicitation in regard to **RACE, COLOR, CREED, ANCESTRY, SEX, NATIONAL ORIGIN, HANDICAP OR DISABILITY OR THE USE OF A GUIDE OR SUPPORT ANIMAL BECAUSE OF BLINDNESS, DEAFNESS, OR PHYSICAL HANDICAP OF THE USER OR BECAUSE THE USER IS A HANDLER OR TRAINER OF GUIDE OR SUPPORT ANIMALS**. This act applies to:

- (a) Prospective owners, occupants, or users of housing accommodations or commercial properties;
- (b) The selling, leasing, or financing of housing accommodations or commercial property;
- (c) Agreements, showing of properties, deposit requirements, leases, sales agreements, applications, selection procedures, mortgages, construction loans, rehabilitation loans, repair loans, and/or maintenance loans;
- (d) Persons who aid, abet, incite or compel another to commit any of the discriminatory acts outlined above.

(D) **THE PENNSYLVANIA REAL ESTATE LICENSING AND REGISTRATION ACT:** This act makes it unlawful for a real estate broker or salesperson to violate the **PENNSYLVANIA HUMAN RELATIONS ACT**, including accepting a listing with an understanding that illegal discrimination in the sale or rental of the property is to be practiced.

(E) **PENNSYLVANIA ETHNIC INTIMIDATION ACT:** This act provides for an increase in the severity of the underlying criminal charge and may result in the imposition of a fine and/or imprisonment for harassment by communication, criminal mischief, arson, criminal trespass, or destruction of property when motivated by **RACE, COLOR, RELIGION, OR NATIONAL ORIGIN**.