

**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** 1700 Madison Ave, Dunmore, PA 18509

2 **SELLER** William Springer, Maria Springer ✓

**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 WS / MS Date \_\_\_\_\_ SPD Page 1 of 10 Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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	Yes	No	Unk	N/A
A		X		
B	X			
C		X		

**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
1				
2	X			
3				
1	X			
2				
3				
4				
5				
C				
D		X		

**2. OWNERSHIP/OCCUPANCY**

- (A) **Occupancy**
  - 1. When was the property most recently occupied? PRESENT
  - 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? 3
- (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
1		X		
2		X		
3		X		
4		X		
B				
C				
D				
1				
2				
3				
4				
E				

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

- (A) **Type.** Is the Property part of a(n):
    - 1. Condominium
    - 2. Homeowners association or planned community
    - 3. Cooperative
    - 4. Other type of association or community \_\_\_\_\_
  - (B) If "yes," how much are the fees? \$ \_\_\_\_\_, paid ( Monthly)( Quarterly)( Yearly)
  - (C) If "yes," are there any community services or systems that the association or community is responsible for supporting or maintaining? Explain: \_\_\_\_\_
  - (D) If "yes," provide the following information about the association:
    - 1. Community Name \_\_\_\_\_
    - 2. Contact \_\_\_\_\_
    - 3. Mailing Address \_\_\_\_\_
    - 4. Telephone Number \_\_\_\_\_
  - (E) How much is the capital contribution/initiation fee? \$ \_\_\_\_\_
- Notice to Buyer: A buyer of a resale unit in a condominium, cooperative, or planned community must receive a copy of the declaration (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association in the condominium, cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition to regular monthly maintenance fees. The buyer will have the option of canceling the agreement with the return of all deposit monies until the certificate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.*

**4. ROOF AND ATTIC**

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

- (A) **Installation**
  - 1. When was the roof installed? APPROX. 12 YRS. OLD
  - 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? FLAT ROOF
  - 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: \_\_\_\_\_

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**5. BASEMENTS AND CRAWL SPACES**

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

**(A) Sump Pump**

- Does the property have a sump pit? If yes, how many? \_\_\_\_\_
- Does the property have a sump pump? If yes, how many? \_\_\_\_\_
- If it has a sump pump, has it ever run?
- If it has a sump pump, is the sump pump in working order?

**(B) Water Infiltration**

- Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space?
- Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?
- 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: LEAKS ON INSIDE DRAINING BASIN STAIRS

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

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

**(A) Status**

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

**(B) Treatment**

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

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

**7. STRUCTURAL ITEMS**

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

- (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**

- Is your property constructed with stucco?
- Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
- 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: SMALL FIRE IN APARTMENT

**8. ADDITIONS/ALTERATIONS**

	Yes	No	Unk	N/A
A		X		
B		X		

- (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**

(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**

(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: \_\_\_\_\_

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

	Yes	No	Unk	N/A
1	X			
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3			X	
1	X			
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	Yes	No	Unk	N/A
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226			X	
227			X	
228				X
229				X
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231		X		
232			X	
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234		X		
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239		X		
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241		X		

(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. Down in basement blocked up, Roto

Rooter cleaned it out years ago.

11. **PLUMBING SYSTEM**

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

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

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

If "yes," explain: \_\_\_\_\_

12. **DOMESTIC WATER HEATING**

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

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

(B) How many water heaters are there? 1 When were they installed? 5 YR. Old

(C) Are you aware of any problems with any water heater or related equipment? \_\_\_\_\_  
If "yes," explain: \_\_\_\_\_

	Yes	No	Unk	N/A
246				
247	X			
248			X	
249			X	
250			X	
251			X	
252			X	
253		X		
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	Yes	No	Unk	N/A
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261	X			
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267		X		
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269	X			
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	Yes	No	Unk	N/A
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**13. HEATING SYSTEM**

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

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

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

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

(C) **Status**

1. When was your heating system(s) installed? APPROX. 12 YRS OLD
2. When was the heating system(s) last serviced? 2 YR AGO
3. How many heating zones are in the property? 1
4. Is there an additional and/or backup heating system? Explain: BAS SPACE HTR.

(D) **Fireplaces**

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

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

(F) **Heating Fuel Tanks**

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

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

	Yes	No	Unk	N/A
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316	X			
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320				X
321				X
322				X
323				
324		X		

**14. AIR CONDITIONING SYSTEM**

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

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

(B) **Status**

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

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

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

	Yes	No	Unk	N/A
326				
327				
328		X		
329	X			

**15. ELECTRICAL SYSTEM**

(A) **Type(s)**

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

Yes	No	Unk	N/A
X			

(B) What is the system amperage? 100

(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		X	Trash compactor		X
Garage transmitters		X	Garbage disposal		X
Keyless entry		X	Stand-alone freezer		X
Smoke detectors	X		Washer		X
Carbon monoxide detectors	X		Dryer		X
Security alarm system		X	Intercom		X
Interior fire sprinklers		X	Ceiling fans	X	
In-ground lawn sprinklers		X	A/C window units	X	
Sprinkler automatic timer		X	Awnings		X
Swimming pool		X	Attic fan(s)		X
Hot tub/spa		X	Satellite dish		X
Deck(s)		X	Storage shed		X
Pool/spa heater		X	Electric animal fence		X
Pool/spa cover		X	Other:		
Whirlpool/tub		X	1.		
Pool/spa accessories		X	2.		
Refrigerator(s)		X	3.		
Range/oven		X	4.		
Microwave oven		X	5.		
Dishwasher	X		6.		

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

NO

**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
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	X		
	X		
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	Yes	No	Unk	N/A
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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:

AS PER GOOD

*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**

**(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: BASEMENT LEAKS IN DRAIN

STORMS

**(B) Boundaries**

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

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

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

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



19. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

	Yes	No	Unk	N/A
438				
439		X		
440		X		
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449		X		
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466		X		
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468		X		
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472	X			
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474		X		
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476		X		
477		X		
478		X		
479		X		
480				

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

- Are you aware of any tests for mold, fungi, or indoor air quality in the property?
- 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

- 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	_____	_____

- 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.

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

(D) Tanks

- Are you aware of any existing or removed underground tanks? Size: \_\_\_\_\_
- If "yes," have any tanks been removed during your ownership?

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

(F) Other

- 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)?
- Have you received written notice regarding the presence of an environmental hazard or bio-hazard on your property or any adjacent property?
- Are you aware of testing on the property for any other hazardous substances or environmental concerns?
- Are you aware of any other hazardous substances or environmental concerns that might impact upon the property?

Explain any "yes" answers in section 19: ASBESTOS ON STEAM PIPES

20. MISCELLANEOUS

(A) Deeds, Restrictions and Title

- Are you aware of any deed restrictions that apply to the property?
- Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the property?
- 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

- 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?
- 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?
- Are you aware of any insurance claims filed relating to the property?

	Yes	No	Unk	N/A
481				
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484		X		
485		X		
486		X		
487		X		
488		X		
489				
490		X		
491		X		
492		X		
493		X		
494		X		
495	X	X		
496				

Yes	No	Unk	N/A
	X		
	X		
	X		

(C) Legal

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

(D) Additional Material Defects

- 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.*

- 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: OPEN FIRE DAMAGE CLAIM TO  
BE RETAINED BY SELLER

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 William Springer William Springer DATE 8-4-17  
 SELLER Marla Springer Marla Springer DATE \_\_\_\_\_  
 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

DATE \_\_\_\_\_

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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

BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
 BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

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 1700 Madison Ave, Dunmore, PA 18509
2 SELLER William Springer, Marla Springer

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 WS/ \_\_\_ Seller has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.
13 \_\_\_/ \_\_\_ 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 WS/ \_\_\_ Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.
19 \_\_\_/ \_\_\_ 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 William Springer DATE 8-4-17
24 SELLER Marla Springer 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 \_\_\_ 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 Co.
47 LICENSEE John M. Cowley DATE

48 BROKER FOR BUYER (Company Name)
49 LICENSEE DATE



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# 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 home 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.

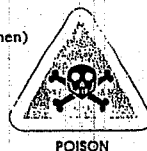
In addition to day-to-day cleaning and good nutrition:

- 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.



# CAUTION

U.S. Department of Housing  
and Urban Development  
Federal Housing Administration (FHA)



OMB Approval No: 2502-0538  
(exp. 07/31/2009)

## For Your Protection: Get a Home Inspection

### Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- ✓ Evaluate the physical condition: structure, construction, and mechanical systems;
- ✓ Identify items that need to be repaired or replaced; and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

### Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- ✓ Estimate the market value of a house;
- ✓ Make sure that the house meets FHA minimum property standards/requirements; and
- ✓ Make sure that the property is marketable.

### FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you. That is why it is so important for you, the buyer, to get an independent home inspection. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

### Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

### Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.



HUD-92564-CN (6/06)



# CAUTION

Phone:

Fax:

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.ziplogix.com](http://www.ziplogix.com)

# National Auctioneers Association - Auction Definitions

Adopted April 6, 1992, by the Board of Directors of the National Auctioneers Association

(1) No auction should be advertised as "absolute" nor should any advertising contain the words "absolute auction" or the word "absolute" or words with similar meaning nor should any auctioneer offer or sell any goods unless:

(a) There are no liens or encumbrances on the goods, except current tax obligation, easements, or restrictions of record, in favor of any person, firm, or corporation other than the seller, or unless each and every holder of each and every lien and encumbrance, by execution of the auction listing contract, or otherwise furnishing to the auctioneer written evidence of a binding commitment therefore, shall have agreed to the unqualified acceptance of the highest bid for the property, without regard to the amount of the highest bid or the identity of the high bidder, or, alternately, that a financially responsible person, firm, or corporation, by execution of the auction listing contract or by otherwise furnishing to the auctioneer written evidence of a binding commitment therefore, shall have absolutely guaranteed the forthwith and complete discharge and satisfaction of any and all liens and encumbrances immediately after the sale or at closing, without regard to the amount of the highest bid received, or the identity of the high bidder, and

(b) There is a bona fide intention at the time of the advertising and at the time of the auction sale, to transfer ownership of the goods, regardless of the amount of the highest and last bid, to the high bidder, that intent existing without reliance of any agreement that any particular bid or bid level must be made or reached, below which level the goods would not be transferred to the high bidder, and

(c) The auction listing contract contains a binding requirement that the sale be conducted without reserve by specific inclusion of an acknowledgment by the seller that the seller, or anyone acting upon behalf of the seller, shall not bid at the absolute auction, or otherwise participate in the bidding process.

(2) Compliance with subsection (1) of this definition shall not prohibit:

(a) A secured party or other lien holder who is not the seller from bidding at an absolute auction sale, provided that such bidding does not constitute, nor is it tantamount to the direct or indirect establishment of a reserve price on the goods by the seller or by the auctioneer, or by anyone aiding or assisting, or acting upon behalf of, the seller or the auctioneer, or

(b) Any individual party to the dissolution of any marriage, partnership, or corporation from bidding as an individual entity apart from the selling entity, on goods being sold at auction pursuant to that dissolution; or

(c) The inclusion of non-misleading advertising of certain goods to be sold at "absolute auction" and the non-misleading advertising of certain goods to be sold at auction with reserve, within the same advertisement, or for sale at the same date and place, providing that advertisement shall make clearly apparent through equal or appropriate emphasis, which goods are being sold by each method.

(3) Any auction is, without requirement of announcement at any time, presumed to be with reserve unless the goods are in explicit terms put up at absolute auction. An auction without reserve means an absolute auction. An auction with reserve means the goods may be put up subject to the seller's confirmation or subject to a certain reserve price.

(4) (a) The provisions of this definition do not prohibit any auctioneer from bona fide bidding on his own behalf at any auction sale, whether absolute or with reserve, provided that his option to do so shall have been fully disclosed, including disclosure to the seller.

(b) Except as provided in subsection (2) of this definition, the seller should not bid at an absolute auction, nor should anyone bid upon his behalf. No auctioneer should knowingly receive such a bid by or on behalf of the seller at an absolute auction.

(c) Bids may be made by the seller, or upon the seller's behalf, at any auction with reserve, provided that full disclosure has been made that liberty for such bidding is retained. No auctioneer should knowingly receive such a bid in the absence of full disclosure.

(d) There is no requirement at a with reserve sale that the reserve be announced when it is attained.

# ~ 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.**