

STANDARD AGREEMENT FOR THE SALE OF A
MOBILE/MANUFACTURED HOME, REAL PROPERTY NOT INCLUDED

A/S-MH

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

SELLER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

BROKER (Company) _____ PHONE _____
ADDRESS _____ FAX _____
BROKER IS THE AGENT FOR SELLER. Designated Agent(s) for Seller, if applicable: _____
OR
Broker is NOT the Agent for Seller and is a/an: AGENT FOR BUYER TRANSACTION LICENSEE

BUYER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

BROKER (Company) _____ PHONE _____
ADDRESS _____ FAX _____
BROKER IS THE AGENT FOR BUYER. Designated Agent(s) for Buyer, if applicable: _____
OR
Broker is NOT the Agent for Buyer and is a/an: AGENT FOR SELLER SUBAGENT FOR SELLER TRANSACTION LICENSEE

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

1 1. This Agreement, dated _____, is between
2 SELLER(S): _____
3 _____, called "Seller," and
4 BUYER(S): _____
5 _____, called "Buyer."

6 2. PROPERTY (5-01) Seller agrees to sell and convey to Buyer, who agrees to buy the following mobile/manufactured home and accesso-
7 ry structures, called "Property":
8 Manufacturer _____ Model _____ Model Year _____ Serial/VIN # _____
9 Address, including lot number _____
10 _____ in the _____ of _____,
11 County of _____ in the Commonwealth of Pennsylvania, Zip Code _____
12 Tax Assessment # _____ Park Name _____

13 3. TERMS (5-01)
14 (A) Purchase Price _____ U.S. Dollars
15 which will be paid to Seller by Buyer as follows:
16 (1) Cash or check at signing this Agreement: _____ \$ _____
17 (2) Cash or check within _____ days of the execution of this Agreement: _____ \$ _____
18 (3) _____ \$ _____
19 (4) Cash, cashier's or certified check at time of settlement: _____ \$ _____
20 TOTAL \$ _____
21 (B) Deposits paid on account of purchase price to be held by Broker for Seller, unless otherwise stated here: _____
22 _____
23 (C) Seller's written approval to be on or before: _____
24 (D) Settlement to be on _____, or before if Buyer and Seller agree.
25 (E) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable: taxes (see
26 Notice Regarding State and Local Taxes); rents; interest on loan assumptions; water and/or sewer fees, if any; refuse fees; cable television
27 fees; and other similar charges. The charges are to be pro-rated for the period(s) covered: Seller will pay up to and including the date of set-
28 tlement; Buyer will pay for all days following settlement, unless otherwise stated here: _____
29 _____
30 _____

31 4. FIXTURES AND PERSONAL PROPERTY (5-01)
32 (A) INCLUDED in this sale and purchase price are all existing items permanently installed in the Property, free of liens. Also included:
33 built-in appliances wall to wall carpeting
34 refrigerator lighting fixtures (including chandeliers and ceiling fans)
35 washer water treatment systems
36 dryer television antennas and/or satellite dishes
37 range/oven shrubbery, plantings and unpotted trees
38 air conditioners shed(s)
39 window covering hardware, shades, blinds skirting
40 existing storm windows and doors steps
41 existing screens
42 any remaining heating and cooking fuels owned by Seller and servicing the Property at the time of settlement
43 _____ _____
44 _____ _____
45 _____ _____
46 (B) LEASED items (items not owned by Seller):
47 water treatment systems _____
48 heating fuel tank(s) _____
49 cooking fuel tank(s) _____
50 (C) EXCLUDED fixtures and items: _____
51 _____
52 _____
53 _____
54 _____
55 _____
56 _____
57 _____

58 Buyer Initials: _____ A/S-MH Page 1 of 6 Seller Initials: _____

59 **5. LOT (5-01)** 59

60 (A) Within 5 days of the execution of this Agreement, Buyer will submit a completed lot rental application to the mobile home park owner or 60

61 his authorized agent, if applicable, otherwise to the owner of the land on which the Property is located (called "Lot Owner"). **This 61**

62 **Agreement is subject to the approval of Buyer's application by Lot Owner.** 62

63 Owner/Manager _____ 63

64 Address _____ 64

65 Phone/Fax number(s) _____ 65

66 (B) Within 5 days of Buyer's application, Buyer will notify Broker for Buyer, or if unavailable, Broker for Seller, of Lot Owner's decision to 66

67 accept or reject Buyer's lot rental application. 67

68 (C) If Buyer's application is rejected, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement 68

69 will be VOID. 69

70 (D) Current monthly lot rental fee: \$ _____ 70

71 Additional services covered by the rental fee: 71

72 Water Sewer 72

73 Trash Cable television 73

74 _____ _____ 74

75 **6. SPECIAL CLAUSES (5-01)** 75

76 (A) **The following are part of this Agreement if checked:** 76

77 Sale & Settlement of Other Property Settlement of Other Property Contingency Addendum (PAR Form 133/SOP) 77

78 Contingency Addendum (PAR Form 130/SSP) Tenant-Occupied Property Addendum (PAR Form TOP) 78

79 Sale & Settlement of Other Property Contingency _____ 79

80 with Right to Continue Marketing Addendum _____ 80

81 (PAR Form 131/SSP-CM) 81

82 (B) **SPECIAL PROVISIONS (IF ANY):** 82

83 83

84 84

85 85

86 86

87 87

88 88

89 89

90 **7. DATES/TIME IS OF THE ESSENCE (5-01)** 90

91 (A) The said date for settlement and all other dates and times referred to for the performance of any of the obligations of this Agreement are here- 91

92 by agreed to be of the essence of this Agreement and are binding. 92

93 (B) For the purposes of this Agreement, number of days will be counted from the date of execution, by excluding the day this Agreement was 93

94 executed and including the last day of the time period. 94

95 (C) The date of settlement is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of 95

96 the parties. 96

97 **8. FINANCING CONTINGENCY (5-01)** 97

98 WAIVED. This sale is **NOT** contingent on loan financing. 98

99 ELECTED 99

100 (A) This sale is contingent upon Buyer obtaining loan financing as follows: 100

101 1. Amount of loan \$ _____ 101

102 2. Minimum Term _____ years 102

103 3. **Buyer agrees to accept the interest rate as may be committed by the lender**, not to exceed a maximum of interest rate of ____%. 103

104 Buyer gives Seller the right, at Seller's sole option and as permitted by the lender and applicable laws, to contribute financially, without 104

105 promise of reimbursement, to the Buyer and/or lender to make the above terms available to Buyer. 105

106 (B) Within 10 days of the execution of this Agreement, Buyer will make a completed written loan application to a responsible lender according to 106

107 the terms above. **The Broker for Buyer, if any, otherwise the Broker for Seller, is authorized to communicate with the lender for the 107**

108 **purposes of assisting in the loan process.** 108

109 (C) 1. **Loan commitment date:** _____ . 109

110 2. Upon notification of a loan commitment, Buyer will promptly deliver a copy of the notification to Seller. Seller has the option to termi- 110

111 nate this Agreement in writing, on or after the loan commitment date, if the commitment: 111

112 a. Is not received by the loan commitment date, OR 112

113 b. Is not valid until the date of settlement, OR 113

114 c. Is conditioned upon the **sale and settlement of any other property**, OR 114

115 d. Contains any other condition not specified in this Agreement. 115

116 3. Buyer has the option to terminate this Agreement in writing if a loan is not obtained by, or valid until, the date of settlement. 116

117 4. If Buyer has not been approved for a loan, or if this Agreement is terminated as specified in paragraphs 8 (C) (2) or (3), all deposit monies 117

118 paid on account of purchase price will be returned to Buyer. Buyer will be responsible for any premiums for flood insurance and/or fire 118

119 insurance with extended coverage, or cancellation fee, if any, AND/OR appraisal fees and charges paid in advance to lender. 119

120 (D) **Seller Assist** 120

121 NOT APPLICABLE 121

122 APPLICABLE. Seller will pay: 122

123 \$ _____, maximum, toward Buyer's costs as permitted by the lender. 123

124 _____ 124

125 **9. INSPECTIONS (1-98)** 125

126 (A) Seller hereby agrees to permit inspections by authorized appraisers, reputable certifiers, insurer's representatives, surveyors, municipal offi- 126

127 cials and/or Buyer as may be required by the lender, if any, or insuring agencies. Seller further agrees to permit any other inspections required 127

128 by or provided for in the terms of this Agreement. 128

129 (B) Buyer reserves the right to make a pre-settlement walk-through inspection of the Property. Buyer's right to make this inspection is not waived 129

130 by any other provision of this Agreement. 130

131 (C) Seller will have heating and all utilities (including fuel(s)) on for the inspections. 131

132 **10. PROPERTY INSPECTION CONTINGENCY (5-01)** 132

133 Other provisions of this Agreement may provide for inspections and/or certifications that are not waived or altered by Buyer's election here. 133

134 WAIVED. Buyer understands that Buyer has the option to request inspections of the Property (see Property Inspection Notices). BUYER 134

135 WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 23 of this Agreement. 135

136 ELECTED 136

137 (A) Within _____ days of the execution of this Agreement, Buyer, at Buyer's expense, may choose to have inspections and/or certifications com- 137

138 pleted by licensed or otherwise qualified professionals (see Property Inspection Notices). 138

139 **Buyer Initials:** _____ **A/S-MH Page 2 of 6** **Seller Initials:** _____ 139

- 140 (B) Should Buyer elect to have a home inspection of the Property, as defined in the Pennsylvania Home Inspection Law, (see Pennsylvania Home 140
 141 Inspection Law Notice) such home inspection shall be performed by a full member in good standing of a national home inspection association, 141
 142 or by a person supervised by a full member of a national home inspection association, in accordance with the ethical standards and code of con- 142
 143 duct or practice of that association. 143
 144 (C) If Buyer is not satisfied with the condition of the Property as stated in any written report, Buyer will, **within the time given for completing 144
 145 inspections:** 145
 146 1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 23 of this Agreement, 146
 147 OR 147
 148 2. Terminate the Agreement in writing by notice to Seller **within the time given for completing inspections**, in which case all deposit 148
 149 monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR 149
 150 3. Enter into a mutually acceptable written agreement with Seller providing for any repairs or improvements to the Property and/or any credit 150
 151 to Buyer at settlement, as may be acceptable to the lender, if any. 151
 152 Should efforts to reach a mutually acceptable agreement fail, Buyer must choose to accept the Property or terminate this Agreement 152
 153 **within the time given for completing inspections.** 153
 154 **11. WOOD INFESTATION CONTINGENCY (5-01)** 154
 155 WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for wood infestation by a certified Pest Control 155
 156 Operator. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 23 of this Agreement. 156
 157 ELECTED 157
 158 (A) Within _____ days of the execution of this Agreement, Buyer, at Buyer's expense, will obtain a written "Wood-Destroying Insect Infestation 158
 159 Inspection Report" from a certified Pest Control Operator and will deliver it and all supporting documents and drawings provided by the Pest 159
 160 Control Operator to Seller. The report is to be made satisfactory to and in compliance with applicable laws and lender, and/or Federal Insuring 160
 161 and Guaranteeing Agency requirements, if any. The inspection will include all readily visible and accessible areas of all structures on the Lot 161
 162 except the following structures, which will not be inspected: _____ 162
 163 _____ 163
 164 (B) If the inspection reveals evidence of active infestation(s), Seller agrees, at Seller's expense and before settlement, to treat for active infesta- 164
 165 tion(s), in accordance with applicable laws, subject to approval of Lot Owner. If Lot Owner refuses to approve of a treatment plan that is mutu- 165
 166 ally acceptable to Buyer and Seller, Buyer may, within 5 days of learning of such refusal, terminate this Agreement, in which case all deposit 166
 167 monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID. 167
 168 (C) If the inspection reveals damage from active infestation(s) or previous infestation(s), Buyer, at Buyer's expense, has the option to obtain a writ- 168
 169 ten report by a professional contractor, home inspection service, or structural engineer that is limited to structural damage to the Property caused 169
 170 by wood-destroying organisms and a proposal to repair the damage. Buyer will deliver the structural damage report and corrective proposal to 170
 171 Seller, within _____ days of delivering the inspection report. 171
 172 (D) Within 5 days of receiving the structural damage report and corrective proposal, Seller will advise Buyer whether Seller will repair, at Seller's 172
 173 expense and before settlement, any structural damage from active or previous infestation(s). 173
 174 (E) If Seller chooses to repair structural damage revealed by the report, Buyer agrees to accept the Property as repaired and agrees to the RELEASE 174
 175 set forth in paragraph 23 of this Agreement. 175
 176 (F) If Seller chooses not to repair structural damage revealed by the report **or fails to respond within the time given**, Buyer, within 5 days of 176
 177 receiving Seller's notice, will notify Seller in writing of Buyer's choice to: 177
 178 1. Accept the Property with the defects revealed by the inspection, without abatement of price and agree to the RELEASE set forth in para- 178
 179 graph 23 of this Agreement, OR 179
 180 2. Make the repairs before settlement, if required by the lender, if any, at Buyer's expense and with Seller's permission, which will not be 180
 181 unreasonably withheld, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 23 of this Agreement. 181
 182 If Seller denies Buyer permission to make the repairs, Buyer may, within 5 days of Seller's denial, terminate this Agreement, in which 182
 183 case all deposit monies paid on account of purchase price shall be returned promptly to Buyer and this Agreement will be VOID, OR 183
 184 3. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this 184
 185 Agreement will be VOID. 185
 186 **12. RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT NOTICE REQUIRED FOR PROPERTIES** 186
 187 **BUILT BEFORE 1978 (5-01)** 187
 188 NOT APPLICABLE 188
 189 APPLICABLE 189
 190 (A) **Seller represents that** Seller has no knowledge concerning the presence of lead-based paint and/or lead-based paint hazards in or about the 190
 191 Property, unless checked below. 191
 192 Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the basis for 192
 193 determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other available information 193
 194 concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.) _____ 194
 195 _____ 195
 196 (B) **Records/Reports:** Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or about the Property, 196
 197 unless checked below. 197
 198 Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in or about the 198
 199 Property. (List documents) _____ 199
 200 _____ 200
 201 (C) **Buyer's Acknowledgement:** 201
 202 Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement contained in this 202
 203 Agreement (See Lead-Based Paint Notices). Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards, 203
 204 as identified in paragraph 12(A) and has received the records and reports, if any, pertaining to lead-based paint and/or lead-based paint hazards 204
 205 identified in paragraph 12(B). 205
 206 **Buyer's Initials** _____ **Date** _____ 206
 207 (D) **RISK ASSESSMENT/INSPECTION:** Buyer acknowledges that before Buyer is obligated to buy a residential dwelling built before 1978, 207
 208 Buyer has a 10 day period (unless Buyer and Seller agree in writing to a different period of time) to conduct a risk assessment or inspection of 208
 209 the Property for the presence of lead-based paint and/or lead-based paint hazards. 209
 210 WAIVED. Buyer understands that Buyer has the right to conduct a risk assessment or inspection of the Property to determine the presence 210
 211 of lead-based paint and/or lead-based paint hazards. BUYER WAIVES THIS RIGHT and agrees to the RELEASE set forth in paragraph 23 of 211
 212 this Agreement. 212
 213 ELECTED 213
 214 1. Buyer, at Buyer's expense, chooses to obtain a risk assessment and/or inspection of the Property for lead-based paint and/or lead-based 214
 215 paint hazards. The risk assessment and/or inspection will be completed within _____ days (10 days if not specified) of the execution of 215
 216 this Agreement. 216
 217 2. **Within the time set forth above for obtaining the risk assessment and/or inspection of the Property for lead-based paint and/or** 217
 218 **lead-based paint hazards, Buyer may deliver to Seller** a written list of the specific hazardous conditions cited in the report and those 218
 219 corrections requested by Buyer, along with a copy of the risk assessment and/or inspection report. 219
 220 3. Seller may, within _____ days of receiving the list and report(s), submit a written corrective proposal to Buyer. The corrective proposal 220
 221 will include, but not be limited to, the name of the remediation company and a completion date for corrective measures. Seller will pro- 221
 222 vide certification from a risk assessor or inspector that corrective measures have been made satisfactorily on or before the completion date. 222
 223 _____ 223
 224 _____ 224

226 4. Upon receiving the corrective proposal, Buyer, within 5 days, will: 226

227 a. Accept the corrective proposal and the Property in writing, and agree to the RELEASE set forth in paragraph 23 of this Agreement, 227

228 OR 228

229 b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly 229

230 to Buyer and this Agreement will be VOID. 230

231 5. **Should Seller fail to submit a written corrective proposal within the time set forth** in paragraph 12(D)3. of this Agreement, then 231

232 Buyer, within 5 days, will: 232

233 a. Accept the Property in writing, and agree to the RELEASE set forth in paragraph 23 of this Agreement, OR 233

234 b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly 234

235 to Buyer and this Agreement will be VOID. 235

236 6. **Buyer's failure to exercise any of Buyer's options within the time limits specified in this paragraph will constitute a WAIVER of** 236

237 **this contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 23 of this Agreement.** 237

238 (E) **Certification:** By signing this Agreement, Buyer and Seller certify the accuracy of their respective statements, to the best of their knowledge. 238

239 **13. STATUS OF WATER (5-01)** 239

240 (A) Seller represents that the Property is served by: 240

241 Public Water 241

242 On-site Water 242

243 Community Water 243

244 None 244

245 _____ 245

246 (B) **WATER SERVICE INSPECTION CONTINGENCY** 246

247 **WAIVED.** Buyer acknowledges that Buyer has the option to request an inspection of the water service for the Property. **BUYER WAIVES** 247

248 **THIS OPTION** and agrees to the RELEASE set forth in paragraph 23 of this Agreement. 248

249 **ELECTED** 249

250 1. Buyer has the option, within _____ days of the execution of this Agreement and at Buyer's expense, to deliver to Seller a written inspection 250

251 report by a qualified, professional water testing company of the quality and/or quantity of the water service. 251

252 2. If the report reveals that the water service does not meet the minimum standards of any applicable governmental authority and/or fails to 252

253 satisfy the requirements for quality and/or quantity set by the lender, if any, Seller will promptly notify Lot Owner of the results of the 253

254 inspection report, and Seller, within _____ days of receipt of the report, will notify Buyer in writing of the Lot Owner's choice to: 254

255 a. Upgrade the water service to the minimum acceptable levels, before settlement, in which case Buyer accepts the Property and agrees 255

256 to the RELEASE set forth in paragraph 23 of this Agreement, OR 256

257 b. Not upgrade the water service. 257

258 3. If the Lot Owner chooses not to upgrade the service to minimum acceptable levels, **or if Seller fails to respond within the time given,** 258

259 Buyer may terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to 259

260 Buyer and this Agreement will be VOID. 260

261 **14. STATUS OF SEWER (5-01)** 261

262 (A) Seller represents that the Property is served by: 262

263 Public Sewer 263

264 Individual On-lot Sewage Disposal System 264

265 Individual On-lot Sewage Disposal System in Proximity to Well (See Sewage Notice) 265

266 Community Sewage Disposal System 266

267 Holding Tank 267

268 (B) Seller has no knowledge of sewer-related problems, except as follows: _____ 268

269 **15. NOTICES, ASSESSMENTS & CERTIFICATES OF OCCUPANCY (1-00)** 269

270 (A) Seller represents that as of Seller's execution of this Agreement, no notice by any government or public authority has been served upon Seller 270

271 or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances which remain 271

272 uncorrected, and that Seller knows of no condition that would constitute violation of any such ordinances which remains uncorrected, unless 272

273 otherwise specified here: _____ 273

274 (B) Seller knows of no other potential notices (including violations) and assessments except as follows: _____ 274

275 _____ 275

276 (C) Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of Transportation. 276

277 (D) If required by law, within _____ days of the execution of this Agreement, Seller will order for delivery to Buyer on or before settlement: 277

278 1. A certification from the appropriate municipal department or departments disclosing notice of any uncorrected violation of zoning, hous- 278

279 ing, building, safety or fire ordinances, AND/OR 279

280 2. A certificate permitting occupancy of the Property. In the event repairs/improvements are required for the issuance of the certificate, Seller 280

281 will, within 5 days of Seller's receipt of the requirements, notify Buyer of the requirements and whether Seller will make the required 281

282 repairs/improvements at Seller's expense. 282

283 If Seller chooses to make the required repairs/improvements, Buyer agrees to accept the Property as repaired and agrees to the RELEASE set 283

284 forth in paragraph 23 of this Agreement. If Seller chooses not to make the required repairs/improvements, Buyer will, within 5 days, notify 284

285 Seller in writing of Buyer's choice to terminate this Agreement OR make the repairs/improvements at Buyer's expense and with Seller's per- 285

286 mission, which will not be unreasonably withheld. If Seller denies Buyer permission to make the required repairs, Buyer may, within 5 days of 286

287 Seller's denial, terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer 287

288 and this Agreement will be VOID. 288

289 **16. TITLE AND COSTS (5-01)** 289

290 (A) The Property is to be conveyed free and clear of all liens and encumbrances. 290

291 (B) Buyer will pay for the following: 291

292 1. Flood insurance and/or fire insurance with extended coverage, or cancellation fee, if any; 292

293 2. Appraisal fees and charges paid in advance to lender, if any; 293

294 3. Buyer's customary settlement costs. 294

295 **17. ZONING CLASSIFICATION (5-01)** 295

296 Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdividable} is zoned 296

297 solely or primarily to permit single-family dwellings) will render this Agreement voidable at the option of the Buyer, and, if voided, any deposits 297

298 tendered by the Buyer will be returned to the Buyer without any requirement for court action. 298

299 **Zoning Classification:** _____ 299

300 **18. POSSESSION (5-01)** 300

301 (A) Possession is to be delivered by title, keys and: 301

302 1. Physical possession to a vacant Property free of debris, with all structures broom clean, at day and time of settlement, AND/OR 302

303 2. Assignment of existing lease(s), together with any security deposits and interest, at time of settlement, if Property is leased at the execu- 303

304 tion of this Agreement or unless otherwise specified herein. Buyer will acknowledge existing lease(s) by initialing said lease(s) at time of 304

305 execution of this Agreement. 305

306 (B) Seller will not enter into any new leases, written extension of existing leases, if any, or additional leases for the Property without the written 306

307 consent of Buyer. 307

308 **19. ASSIGNMENT (1-00)** This Agreement will be binding upon the parties, their respective heirs, personal representatives, guardians and successors, 308

309 and to the extent assignable, on the assigns of the parties hereto, it being expressly understood, however, that Buyer will not transfer or assign this 309

310 Agreement without the written consent of Seller. 310

312 **20. DEPOSIT AND RECOVERY FUND (5-01)** 312

313 (A) Deposits paid by Buyer within 30 days of settlement will be by cashier's or certified check. Deposits, regardless of the form of payment and 313

314 the person designated as payee, will be paid in U.S. Dollars to Broker or party identified in paragraph 3(B), who will retain them in an escrow 314

315 account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Any uncashed check ten- 315

316 dered as deposit may be held pending the acceptance of this offer. 316

317 (B) Upon termination of this Agreement, the Broker holding the deposit monies will release the deposit monies in accordance with the terms of a 317

318 fully executed written agreement between Buyer and Seller. 318

319 (C) In the event of a dispute over entitlement to deposit monies, a broker holding the deposit is required by the Rules and Regulations of the State 319

320 Real Estate Commission (49 Pa. Code §35.327) to retain the monies in escrow until the dispute is resolved. In the event of litigation for the 320

321 return of deposit monies, a broker will distribute the monies as directed by a final order of court or the written Agreement of the parties. Buyer 321

322 and Seller agree that, in the event broker or affiliated licensee is joined in litigation for the return of deposit monies, the attorneys' fees and costs 322

323 of the broker(s) and licensee(s) will be paid by the party joining them. 323

324 (D) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate 324

325 licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhaust- 325

326 ing all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658, or (800) 882-2113 (within Pennsylvania) and 326

327 (717) 783-4854 (outside Pennsylvania). 327

328 **21. MAINTENANCE AND RISK OF LOSS (1-00)** 328

329 (A) Seller will maintain the Property, fixtures, and any personal property specifically scheduled herein in its present condition, normal wear and 329

330 tear excepted. 330

331 (B) In the event any system or appliance included in the sale of the Property fails and Seller does not repair or replace the item, Seller will promptly 331

332 notify Buyer in writing of Seller's choice to: 332

333 1. Repair or replace the failed system or appliance before settlement or credit Buyer at settlement for the fair market value of the failed sys- 333

334 tem or appliance (this option must be acceptable to the lender, if any). In each case, Buyer accepts the Property and agrees to the 334

335 RELEASE set forth in paragraph 23 of this Agreement, OR 335

336 2. Make no repairs or replacements, and not credit Buyer at settlement for the fair market value of the failed system or appliance, in which 336

337 case Buyer will notify Seller in writing within 5 days or before settlement, whichever is sooner, that Buyer will: 337

338 a. Accept the Property and agree to the RELEASE set forth in paragraph 23 of this Agreement, OR 338

339 b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer 339

340 and this Agreement will be VOID. 340

341 (C) Seller will bear risk of loss from fire or other casualties until time of settlement. In the event of damage by fire or other casualties to any prop- 341

342 erty included in this sale that is not repaired or replaced prior to settlement, Buyer will have the option of rescinding this Agreement and 342

343 promptly receiving all monies paid on account of purchase price or of accepting the Property in its then condition together with the proceeds 343

344 of any insurance recovery obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in this Property as of 344

345 the time of execution of this Agreement. 345

346 **22. WAIVER OF CONTINGENCIES (1-00)** 346

347 In the event this Agreement is contingent on Buyer's right to inspect and/or repair the Property, **Buyer's failure to exercise any of Buyer's options** 347

348 **within the time limits specified in the contingency provision(s) will constitute a WAIVER of that contingency and Buyer accepts the Property** 348

349 **and agrees to the RELEASE set forth in paragraph 23 of this Agreement.** 349

350 **23. RELEASE (1-00) Buyer hereby releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOY-** 350

351 **EES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM, or CORPORATION who may be liable by or** 351

352 **through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and property damage and all of** 352

353 **the consequences thereof, whether now known or not, which may arise from the presence of termites or other wood-boring insects, radon,** 353

354 **lead-based paint hazards, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site** 354

355 **water service system, or any defects or conditions on the Property. This release will survive settlement.** 355

356 **24. REPRESENTATIONS (5-01)** 356

357 (A) Buyer understands that any representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, 357

358 their licensees, employees, officers, or partners are not a part of this Agreement, unless expressly incorporated or stated in this Agreement. It 358

359 is further understood that this Agreement contains the whole agreement between Seller and Buyer and there are no other terms, obligations, 359

360 covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this 360

361 Agreement will not be altered, amended, changed, or modified except in writing executed by the parties. 361

362 (B) **It is understood that Buyer has inspected the Property before signing this Agreement (including fixtures and any personal property** 362

363 **specifically scheduled herein), or has waived the right to do so, and has agreed to purchase it in its present condition unless otherwise** 363

364 **stated in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an inde-** 364

365 **pendent examination or determination of the structural soundness of the Property, the age or condition of the components, environ-** 365

366 **mental conditions, the permitted uses, or of conditions existing in the locale where the Property is situated; nor have they made a** 366

367 **mechanical inspection of any of the systems contained therein.** 367

368 (C) Any repairs required by this Agreement will be completed in a workmanlike manner. 368

369 (D) Broker(s) may perform services to assist unrepresented parties in complying with the terms of this Agreement. 369

370 (E) The headings, captions, and line numbers in this Agreement are meant only to make it easier to find the paragraphs. 370

371 **25. DEFAULT (5-01)** 371

372 Should Buyer: 372

373 (A) Fail to make any additional payments as specified in paragraph 3; OR 373

374 (B) Furnish false or incomplete information to Seller, Broker for Seller, Broker for Buyer, or the lender, if any, concerning Buyer's legal or finan- 374

375 cial status, or fail to cooperate in the processing of the loan application, which acts would result in the failure to obtain the approval of a loan 375

376 commitment; OR 376

377 (C) Violate or fail to fulfill and perform any other terms or conditions of this Agreement; 377

378 then in such case, Seller has the option of retaining all sums paid by Buyer, including the deposit monies, 1) on account of purchase price, or 378

379 2) as monies to be applied to Seller's damages, or 3) as liquidated damages for such breach, as Seller may elect, **unless otherwise checked** 379

380 **below.** 380

381 Seller is limited to retaining sums paid by Buyer, including deposit monies, as liquidated damages. 381

382 If Seller elects to retain all sums paid by Buyer, including deposit monies, as liquidated damages, Buyer and Seller will be released from 382

383 further liability or obligation and this Agreement will be VOID. 383

384 **26. MEDIATION (7-96)** 384

385 NOT AVAILABLE 385

386 WAIVED. Buyer and Seller understand that they may choose to mediate at a later date, should a dispute arise, but that there will be no obli- 386

387 gation on the part of any party to do so. 387

388 ELECTED 388

389 (A) Buyer and Seller will try to resolve any dispute or claim that may arise from this Agreement through mediation, in accordance with the Rules 389

390 and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. Any agreement reached through a mediation conference and 390

391 signed by the parties will be binding. 391

392 (B) Buyer and Seller acknowledge that they have received, read, and understand the Rules and Procedures of the Home Sellers/Home Buyers 392

393 Dispute Resolution System. (See Mediation Notice.) 393

394 (C) This agreement to mediate disputes arising from this Agreement will survive settlement. 394

395 395

396 396

397 397

398 398

399 **Buyer Initials:** _____ **A/S-MH Page 5 of 6** **Seller Initials:** _____ 399

400 Buyer acknowledges receiving a copy of this Agreement at the time of signing. 400

401 401

402 Buyer acknowledges receiving a copy of the Rules and Regulations for the Mobile Home Park identified in paragraph 2, if applicable (See Notice 402
403 regarding Mobile Home Park Rights Act). 403

404 404

405 NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Return by facsimile transmission (FAX) of this 405
406 Agreement, and all addenda, bearing the signatures of all parties, constitutes acceptance of this Agreement. Parties to this transaction are advised 406
407 to consult an attorney before signing if they desire legal advice. 407

408 408

409 Buyer has received the Consumer Notice as adopted by the State Real Estate commission at 49 Pa. Code §35.336. 409

410 Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement. 410

411 Buyer has received the Seller's Property Disclosure Statement before signing this Agreement, if required by law. (See Notice, 411
412 Information Regarding the Real Estate Seller Disclosure Law.) 412

413 Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing 413
414 this Agreement. 414

415 Buyer has read and understands the notices and explanatory information set forth in this Agreement. 415

416 416

417 WITNESS _____ BUYER _____ DATE _____ 417

418 Buyer Name (print) _____ SS # _____ 418

419 Mailing Address _____ 419

420 _____ 420

421 Phone #s _____ FAX # _____ E-Mail _____ 421

422 422

423 WITNESS _____ BUYER _____ DATE _____ 423

424 Buyer Name (print) _____ SS # _____ 424

425 Mailing Address _____ 425

426 _____ 426

427 Phone #s _____ FAX # _____ E-Mail _____ 427

428 428

429 WITNESS _____ BUYER _____ DATE _____ 429

430 Buyer Name (print) _____ SS # _____ 430

431 Mailing Address _____ 431

432 _____ 432

433 Phone #s _____ FAX # _____ E-Mail _____ 433

434 434

435 Seller hereby approves the above contract this (date) _____ 435

436 and in consideration of the services rendered in procuring the Buyer, Seller agrees to pay the named Broker for Seller a fee of _____ 436

437 of/from the herein specified sale price. In the event Buyer defaults hereunder, any monies paid on account will be divided _____, 437

438 Seller, _____, Broker for Seller, but in no event will the sum paid to the Broker for Seller be in excess of the above specified Broker's 438

439 fee. 439

440 440

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447 Mailing Address _____ 447

448 _____ 448

449 Phone #s _____ FAX # _____ E-Mail _____ 449

450 450

451 WITNESS _____ SELLER _____ DATE _____ 451

452 Buyer Name (print) _____ SS # _____ 452

453 Mailing Address _____ 453

454 _____ 454

455 Phone #s _____ FAX # _____ E-Mail _____ 455

456 456

457 WITNESS _____ SELLER _____ DATE _____ 457

458 Buyer Name (print) _____ SS # _____ 458

459 Mailing Address _____ 459

460 _____ 460

461 Phone #s _____ FAX # _____ E-Mail _____ 461

462 462

463 Brokers'/Licensees' Certifications (check all that are applicable): 463

464 Regarding Lead-Based Paint Hazards Disclosure: Required if Property was built before 1978: The undersigned Licensee involved in 464

465 this transaction, on behalf of themselves and their brokers, certify that their statements are true to the best of their knowledge and belief. 465

466 Agents' Acknowledgement: The Agents involved in this transaction have informed Seller of Seller's obligations under The Residential Lead 466

467 Paint Hazard Reduction Act, 42 U.S.C. 4852(d), and are aware of their responsibility to ensure compliance. 467

468 468

469 Regarding Mediation: The undersigned Broker for Seller Broker for Buyer agree to submit to mediation in accordance with 469

470 paragraph 26 of this Agreement. 470

471 471

472 BROKER FOR SELLER (Company Name) _____ 472

473 ACCEPTED BY _____ DATE _____ 473

474 474

475 BROKER FOR BUYER (Company Name) _____ 475

476 ACCEPTED BY _____ DATE _____ 476

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430 Buyer Name (print) _____ SS # _____ 430

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446 Buyer Name (print) _____ SS # _____ 446

447 Mailing Address _____ 447

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449 Phone #s _____ FAX # _____ E-Mail _____ 449

450 450

451 WITNESS _____ SELLER _____ DATE _____ 451

452 Buyer Name (print) _____ SS # _____ 452

453 Mailing Address _____ 453

454 _____ 454

455 Phone #s _____ FAX # _____ E-Mail _____ 455

456 456

457 WITNESS _____ SELLER _____ DATE _____ 457

458 Buyer Name (print) _____ SS # _____ 458

459 Mailing Address _____ 459

460 _____ 460

461 Phone #s _____ FAX # _____ E-Mail _____ 461

462 462

463 Brokers'/Licensees' Certifications (check all that are applicable): 463

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466 Agents' Acknowledgement: The Agents involved in this transaction have informed Seller of Seller's obligations under The Residential Lead 466
467 Paint Hazard Reduction Act, 42 U.S.C. 4852(d), and are aware of their responsibility to ensure compliance. 467

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470 paragraph 26 of this Agreement. 470

471 471

472 BROKER FOR SELLER (Company Name) _____ 472

473 ACCEPTED BY _____ DATE _____ 473

474 474

475 BROKER FOR BUYER (Company Name) _____ 475

476 ACCEPTED BY _____ DATE _____ 476

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NOTICES AND INFORMATION

INFORMATION REGARDING THE MOBILE HOME PARK RIGHTS ACT

Derived from the Mobile Home Park Rights Act, 68 P.S. §398.1 et. seq.

Definitions

“Mobile Home” means a transportable, single-family dwelling unit intended for permanent occupancy and constructed as a single unit, or as two or more units designed to be joined into an integral unit capable of again being separated for repeated towing, which arrives at a site complete and ready for occupancy except for minor and incidental unpacking and assembly operations, and constructed so that it may be used without a permanent foundation.

“Mobile Home Park” means any site, lot, field, or tract of land, privately or publicly owned or operated, upon which three or more mobile homes, occupied for dwelling or sleeping purposes, are or are intended to be located, regardless of whether or not a charge is made for such accommodation.

“Mobile Home Resident” means an owner of a mobile home who leases or rents space in a mobile home park. The term does not include a person who rents or leases a mobile home.

“Mobile Home Space” means a plot of ground within a mobile home park designed for the accommodation of one mobile home.

“Rent” means ground rent for the mobile home site.

“Service Charges” means charges for electricity, gas service which is underground and piped directly to individual units within the park, trash removal, sewer and water.

Right to Rules and Regulations of Mobile Home Park

The owner or operator of a mobile home park may at any time establish fair and reasonable rules and regulations reasonably related to the health or safety of residents in the park or to the upkeep of the park, provided such rules and regulations are included in any written lease and delivered to existing residents and are posted in a conspicuous and readily accessible place in the mobile home park. All rules or rental charges shall be uniformly applied to all mobile home residents or prospective mobile home residents of the same or similar category. When the lease or rental agreement is oral, the resident shall be provided with a written copy of such rules and regulations prior to the owner’s or operator’s acceptance of any initial deposit, fee or rent. In addition a copy of the Mobile Home Park Rights Act shall be posted in a conspicuous and readily accessible place in the mobile home park and a copy of a notice regarding the rights of mobile home residents shall be reproduced in capital typewritten letters or in ten-point boldface print and be given to each resident upon entering into the lease. **Buyers are advised to request a copy of the rules and regulations of the mobile home park prior to signing an Agreement to purchase the Property.**

NOTICE REGARDING STATE AND LOCAL TAXES

Pennsylvania law does not require the collection of sales tax on the “sale or use of used pre-built housing,” 72 P.S. §7204(60), which is defined as “manufactured housing, including mobile homes . . . previously subject to a sale to a pre-built housing purchaser.” 72 P.S. §§7201(vv), (ww).

The sale of a Mobile/Manufactured Home without the accompanying sale of real property is not subject to the state or local Real Estate Transfer Tax.

Buyers should be aware that certain municipalities may levy local taxes on a mobile/manufactured home separately from any tax on the real estate occupied by the home.

Where Buyer and/or Seller are responsible for payment of real estate taxes, the “periods covered” by the tax bills for purposes of prorating real estate taxes are as follows: for all counties and municipalities in Pennsylvania, and for the Philadelphia, Pittsburgh, and Scranton school districts, the tax bills are for the period January 1 to December 31. For all other school districts, the period covered by the tax bill is July 1 to June 30.

NOTICE TO BUYERS SEEKING FINANCING

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

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 should arrange to have a home inspection before you purchase your home. Make sure your contract states that the sale of the home depends on the inspection.

If you believe you have been subject to discrimination because of your race, color, religion, sex, handicap, familial status, or national origin, you should call the HUD Fair Housing and Equal Opportunity Complaint Hotline: (800) 669-9777.

PROPERTY INSPECTION NOTICES

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

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

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

INFORMATION REGARDING THE HOME INSPECTION LAW
68 Pa. C.S.A. §7501, et. seq., effective December 20, 2001

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

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

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

A home inspection report must be in writing and shall include:

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

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

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

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

Home inspector: An individual who performs a home inspection.

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

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

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

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

LEAD-BASED PAINT NOTICES

For Properties built before 1978

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

Lead Hazards Disclosure Requirements: In accordance with the Residential Lead-Based Paint Hazard Reduction Act, any seller of property built before 1978 must provide the buyer with an EPA-approved lead hazards information pamphlet titled *Protect Your Family From Lead in Your Home* and must disclose to the buyer and the Broker(s) the known presence of lead-based paint and/or lead-based paint hazards in or on the property being sold, including the basis used for determining that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces. Any seller of a pre-1978 structure must also provide the buyer with any records or reports available to the seller pertaining to lead-based paint and/or lead-based paint hazards in or about the property being sold, the common areas, or other residential dwellings in multi-family housing. The Act further requires that before a buyer is obligated to purchase any housing constructed prior to 1978, the seller will give the buyer 10 days (unless buyer and seller agree in writing to another time period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. The opportunity to conduct a risk assessment or inspection may be waived by the buyer, in writing. Neither testing nor abatement is required of the seller. Housing built in 1978 or later is not subject to the Act.

SEWAGE NOTICES

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

INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

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

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

1. Transfers that are the result of a court order.
2. Transfers to a mortgage lender that result from a buyer's default and subsequent foreclosure sales that result from default.
3. Transfers from a co-owner to one or more other co-owners.
4. Transfers made to a spouse or direct descendant.
5. Transfers between spouses that result from divorce, legal separation, or property settlement.
6. Transfers by a corporation, partnership or other association to its shareholders partners or other equity owners as part of a plan of liquidation.
7. Transfer of a property to be demolished or converted to non-residential use. **(Effective December 20, 2001)**
8. Transfer of unimproved real property. **(Effective December 20, 2001)**
9. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.
10. Transfers of new construction that has never been occupied when:
 - a. The buyer has received a one-year warranty covering the construction;
 - b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model building code; and
 - c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

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

EXECUTION DATE

All changes to the Agreement should be initialed and dated. The date of execution is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it.

COMMUNICATIONS WITH BUYER AND/OR SELLER

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

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

MEDIATION

DISPUTE RESOLUTION SYSTEM RULES AND PROCEDURES

1. **Agreement of Parties** The Rules and Procedures of the Dispute Resolution System (DRS) apply when the parties have agreed in writing to mediate under DRS. The written agreement can be achieved by a standard clause in an agreement of sale, an addendum to an agreement of sale, or through a separate written agreement.
2. **Initiation of Mediation** If a dispute exists, any party may start the mediation process by submitting a completed Request to Initiate Mediation DRS Transmittal Form (Transmittal Form) to the local Association of REALTORS® (hereafter “Administrator”). The Transmittal Form should be available through the Administrator’s office. The initiating party should try to include the following information when sending the completed Transmittal Form to the Administrator:
 - a. A copy of the written agreement to mediate if there is one, OR a request by the initiating party to have the Administrator contact the other parties to the dispute to invite them to join the mediation process.
 - b. The names, addresses and telephone numbers of the parties involved in the dispute, including the name of every insurance company known to have received notice of the dispute or claim and the corresponding file or claim number.
 - c. A brief statement of the facts of the dispute and the damages or relief sought.

3. **Selection of Mediator** Within five days of receiving the completed Transmittal Form, the Administrator will send each party to the dispute a copy of the Transmittal Form and a list of qualified mediators and their fee schedules. Each party then has ten days to review the list of mediators, cross off the name of any mediator to whom the party objects, and return the list to the Administrator. The Administrator will appoint the first available mediator who is acceptable to all parties involved.

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

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

The mediator presiding over the conference:

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

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

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

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

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

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

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

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