

STANDARD AGREEMENT FOR THE SALE OF VACANT LAND

A/S-VL

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

SELLER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER
BROKER (Company) ADDRESS PHONE 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) ADDRESS PHONE 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. This Agreement, dated _____, is between
SELLER(S) _____ called "Seller," and
BUYER(S) _____ called "Buyer."

2. PROPERTY (1-98) Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:
ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as: _____
_____ in the _____ of _____,
County of _____ in the Commonwealth of Pennsylvania, Zip Code _____
Identification (e.g., Tax ID #; Parcel #; Lot, Block, Deed Book, Page, Recording Date) _____

3. TERMS (7-01)
(A) Purchase Price _____ U.S. Dollars
which will be paid to Seller by Buyer as follows:
1. Cash or check at signing this Agreement: _____ \$ _____
2. Cash or check within _____ days of the execution of this Agreement: _____ \$ _____
3. _____ \$ _____
4. Cash, cashier's or certified check at time of settlement: _____ \$ _____
TOTAL \$ _____
(B) Deposits paid on account of purchase price to be held by Broker for Seller, unless otherwise stated here: _____
(C) Seller's written approval to be on or before: _____
(D) Settlement to be on _____, or before if Buyer and Seller agree.
(E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____
(F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____
(G) At time of settlement, the following will be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where applicable: taxes (see Notices and Information Regarding Tax Proration); rents; interest on mortgage assumptions; condominium fees and home-owner association fees, if any; water and/or sewer fees, if any, together with any other lienable municipal services. The charges are to be pro-rated for the period(s) covered: Seller will pay up to and including the date of settlement; Buyer will pay for all days following settlement, unless otherwise stated here: _____

4. FIXTURES AND PERSONAL PROPERTY (1-00)
(A) INCLUDED in this sale and purchase price are all existing items permanently installed in the Property, free of liens. Also included: _____
(B) LEASED items (not owned by Seller): _____
(C) EXCLUDED: _____

5. DATES/TIME IS OF THE ESSENCE (6-02)
(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 hereby agreed to be of the essence of this Agreement and are binding.
(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 executed and including the last day of the time period.
(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 the parties.
(D) Certain time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. Any pre-printed time periods are negotiable and may be changed by striking out the pre-printed text and inserting a different time period acceptable to all parties.

6. FINANCING CONTINGENCY (6-02)
[] WAIVED. This sale is NOT contingent on financing.
[] ELECTED
(A) This sale is contingent upon Buyer obtaining financing as follows:
1. Amount of loan \$ _____
2. Minimum Term _____ years
3. Type: [] Land Acquisition Only
[] Land Acquisition and Construction
[] Other _____

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

- 61 4. Interest rate _____ %; however, **Buyer agrees to accept the interest rate as may be committed by the lender**, not to exceed 61
 62 a maximum interest rate of _____ %. 62
 63 5. Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the loan (excluding any insur- 63
 64 ance premiums and VA funding fee) not to exceed _____ % (0% if not specified) of the loan. 64
 65 The interest rate and fees provisions required by Buyer are satisfied if a lender makes available to Buyer the right to guarantee an interest rate 65
 66 at or below the Maximum Interest Rate specified herein with the percentage fees at or below the amount specified herein. Buyer gives Seller 66
 67 the right, at Seller's sole option and as permitted by the lending institution and applicable laws, to contribute financially, without promise of 67
 68 reimbursement, to the Buyer and/or lender to make the above terms available to Buyer. 68
 69 (B) Within 10 days of the execution of this Agreement, Buyer will make a completed, written financing application to a responsible lender accord- 69
 70 ing to the terms above. **The Broker for Buyer, if any, otherwise the Broker for Seller is authorized to communicate with the lender for** 70
 71 **the purposes of assisting in the loan process.** 71
 72 (C) 1. **Financing commitment date** _____. If a written commitment is not received by Seller by the above date, 72
 73 **Buyer and Seller agree to extend the commitment date until Seller terminates this Agreement in writing by notice to Buyer.** 73
 74 2. Upon receipt of a financing commitment, Buyer will promptly deliver a copy of the commitment to Seller. 74
 75 3. Seller has the option to terminate this Agreement in writing, on or after the financing commitment date, if the financing commitment: 75
 76 a. Is not valid until the date of settlement, OR 76
 77 b. Is conditioned upon the **sale and settlement of any other property**, OR 77
 78 c. Contains any other condition not specified in this Agreement. 78
 79 4. If this Agreement is terminated as specified in paragraphs 6 (C) (1) or (3), or financing is not received for settlement, all deposit monies 79
 80 paid on account of purchase price will be returned to Buyer. Buyer will be responsible for any premiums for mechanics' lien insurance 80
 81 and/or title search, or fee for cancellation of same, if any; AND/OR any premiums for flood insurance, mine subsidence insurance, and/or 81
 82 fire insurance with extended coverage or cancellation fee, if any; AND/OR any appraisal fees and charges paid in advance to the lender. 82
 83 (D) **Seller Assist** 83
 84 NOT APPLICABLE 84
 85 APPLICABLE. Seller will pay: 85
 86 \$ _____, maximum, toward Buyer's closing costs as permitted by the lender. 86
 87 _____ 87

88 **7. INSPECTIONS (6-02)** 88

- 89 (A) Seller hereby agrees to permit inspections by authorized appraisers, reputable certifiers, insurer's representatives, surveyors, municipal officials 89
 90 and/or Buyer as may be required by the lending institutions, if any, or insuring agencies. Seller further agrees to permit any other inspections 90
 91 required by or provided for in the terms of this Agreement. Buyer has the right to attend all inspections. 91
 92 (B) Buyer agrees that Buyer, or anyone on the Property at Buyer's direction or on Buyer's behalf, will leave the Property in its same condition. In 92
 93 the case of damage, Buyer will bear the risk of restoring the Property or of reimbursing Seller for any loss of value. 93
 94 (C) Buyer reserves the right to make a pre-settlement inspection of the Property. Buyer's right to make this inspection is not waived by any other 94
 95 provision of this Agreement. 95

96 **8. STATUS OF WATER (7-01)** 96

- 97 (A) An off-Property source of water 97
 98 is not available for the Property. 98
 99 is available for the Property through (Name of Service Provider) _____ 99

100 **CONNECTION TO OFF-PROPERTY WATER SOURCE CONTINGENCY** 100

- 101 **WAIVED.** Buyer acknowledges that Buyer has the option to make this Agreement contingent on determining that the terms of connecting 101
 102 the Property to an off-Property water source are acceptable to Buyer. Buyer **WAIVES THIS OPTION** and agrees to the **RELEASE** set forth in 102
 103 paragraph 23 of this Agreement. 103
 104 **ELECTED.** Buyer will, within _____ days of the execution of this Agreement and at Buyer's expense, determine the terms of connecting 104
 105 the Property to the water source. If the terms of connection are not acceptable to Buyer, Buyer will: 105
 106 1. Accept the Property as is and agree to the **RELEASE** set forth in paragraph 23 of this Agreement, OR 106
 107 2. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly 107
 108 to Buyer and this Agreement will be **VOID**. 108

- 109 (B) Seller represents that the Property is served by an on-site water source. 109

110 **ON-SITE WATER SERVICE INSPECTION CONTINGENCY** 110

- 111 **WAIVED.** Buyer acknowledges that Buyer has the option to request an on-site water service inspection of the Property. **BUYER WAIVES** 111
 112 **THIS OPTION** and agrees to the **RELEASE** set forth in paragraph 23 of this Agreement. 112
 113 **ELECTED** 113
 114 1. Buyer has the option, within _____ days of the execution of this Agreement and at Buyer's expense, to deliver to Seller a written inspec- 114
 115 tion report by a qualified, professional water testing company of the quality and/or quantity of the on-site water service. 115
 116 2. Seller agrees to locate and provide access to the on-site (or individual) water system, if applicable, at Seller's expense, if required by the 116
 117 inspection company. Seller also agrees to restore the Property, at Seller's expense, prior to settlement. 117
 118 3. If the report reveals that the water service does not meet the minimum standards of any applicable governmental authority and/or fails to 118
 119 satisfy the requirements for quality and/or quantity as set by the lender, if any, then Seller will, within _____ days of receipt of the 119
 120 report, notify Buyer in writing of Seller's choice to: 120
 121 a. Upgrade the water service to the minimum acceptable levels, before settlement, in which case Buyer accepts the Property and 121
 122 agrees to the **RELEASE** set forth in paragraph 23 of this Agreement, OR 122
 123 b. Not upgrade the water service. 123
 124 4. If Seller chooses not to upgrade the service to minimum acceptable levels, or **fails to respond within the time given**, Buyer will, within 124
 125 _____ days, either: 125
 126 a. Accept the Property and the water service and, if required by the lender, if any, and/or any governmental authority, upgrade the water 126
 127 service before settlement or within the time required by the lender, if any, and/or any governmental authority, at Buyer's expense 127
 128 and with Seller's permission, which will not be unreasonably withheld, and agree to the **RELEASE** set forth in paragraph 23 of this 128
 129 Agreement. If Seller denies Buyer permission to upgrade the water service, Buyer may, within 5 days of Seller's denial, terminate 129
 130 this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer 130
 131 and this Agreement will be **VOID**, OR 131
 132 b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer 132
 133 and this Agreement will be **VOID**. 133

- 134 (C) Buyer is aware that there is no developed water source for the Property. 134

135 **ON-SITE WATER SERVICE APPROVAL CONTINGENCY** 135

- 136 **WAIVED.** Buyer acknowledges that Buyer has the option to make this Agreement contingent on receiving municipal approval for the instal- 136
 137 lation of a well. **BUYER WAIVES THIS OPTION** and agrees to the **RELEASE** set forth in paragraph 23 of this Agreement. 137
 138 **ELECTED.** Within 10 days of the execution of this Agreement, Buyer will make a completed, written application for the municipal approval 138
 139 for the installation of a well. This sale is contingent upon Buyer obtaining, within _____ days of the execution of this Agreement, munic- 139
 140 ipal approval for the installation of a well. Buyer will pay all costs associated with the application for approval, including but not limited to, 140
 141 any municipal fees and test expenses. In the event Buyer is unable to secure approval for well installation, Buyer will either: 141
 142 1. Accept the Property as is and agree to the **RELEASE** set forth in paragraph 23 of this Agreement, OR 142
 143 2. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer 143
 144 and this Agreement will be **VOID**. 144

145 **9. STATUS OF SEWER (6-02)** 145

- 146 (A) Seller represents that Property is served by: 146
 147 Off-Property Sewage Disposal System 147
 148 Individual On-Lot Sewage Disposal System (See Sewage Notice 1) 148
 149 Individual On-Lot Sewage Disposal System in Proximity to Well (See Sewage Notice 1; see Sewage Notice 4, if applicable) 149
 150 Ten-acre Permit Exemption (See Sewage Notice 2) 150
 151 Holding Tank (See Sewage Notice 3) 151
 152 None (See Sewage Notice 1) 152
 153 None Available (See Sewage Notice 5 or Sewage Notice 6, as applicable) 153
 154 _____ 154
 155 (B) Connection to an off-Property sewage disposal system 155
 156 is not available for the Property. 156
 157 is available for the Property through (Name of Service Provider) _____ 157

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PUBLIC SYSTEM CONTINGENCY

- WAIVED. Buyer acknowledges that Buyer has the option to make this Agreement contingent on receiving municipal approval for the connection of the Property to a sewage disposal system. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 23 of this Agreement.
- ELECTED. Within 10 days of the execution of this Agreement, Buyer will make a completed, written application for the municipal approval for the connection of the Property to a sewage disposal system. This sale is contingent upon Buyer obtaining, within _____ days of the execution of this Agreement, municipal approval for the connection of the Property to a sewage disposal system. Buyer will pay all costs associated with the application for approval, including but not limited to, any municipal fees and test expenses. In the event Buyer is unable to secure approval for sewer connection, Buyer will either:
 1. Accept the Property as is and agree to the RELEASE set forth in paragraph 23 of this Agreement, OR
 2. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

(C) INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSTALLATION CONTINGENCY

- WAIVED. Buyer acknowledges that Buyer has the option to make this Agreement contingent on receiving all applicable government approval for the installation of an individual sewage system. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 23 of this Agreement.
- ELECTED. Within _____ days of the execution of this Agreement,
 - Buyer
 - Sellerwill make a completed, written application to all appropriate authorities for the installation of an on-lot sewage disposal system, and will pay all costs associated with the application for approval, including but not limited to, any fees and percolation test expenses. This sale is contingent upon the receipt of all applicable government approval for the installation of an individual sewage system within _____ days of the execution of this Agreement. In the event test results are unacceptable to Buyer or approval for an individual sewage system is unable to be secured, Buyer will either:
 1. Accept the Property as is and agree to the RELEASE set forth in paragraph 23 of this Agreement, OR
 2. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID. Buyer will promptly deliver all information and test results acquired through the approval process to Seller.

(D) INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSPECTION CONTINGENCY

- WAIVED. Buyer acknowledges that Buyer has the option to request an individual on-lot sewage disposal inspection of the Property. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 23 of this Agreement.
- ELECTED
 - 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 report by a qualified, professional inspector of the individual on-lot sewage disposal system.
 - 2. Seller, at Seller's expense, agrees, if and as required by the inspection company, to locate, provide access to and empty the individual on-lot sewage disposal system. Seller also agrees to restore the Property, at Seller's expense, prior to settlement.
 - 3. If the report reveals defects that do not require expansion or replacement of the existing sewage disposal system, Seller will, within _____ days of receipt of the report, notify Buyer in writing of Seller's choice to:
 - a. Correct the defects before settlement, including retests, at Seller's expense, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 23 of this Agreement, OR
 - b. Not correct the defects.
 - 4. If Seller chooses not to correct the defects, or if Seller **fails to respond within the time given**, Buyer will, within _____ days, either:
 - a. Accept the Property and the system and, if required by the lender, if any, and/or any governmental authority, correct the defects before settlement or within the time required by the lender, if any, and/or any governmental authority, at Buyer's sole expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in paragraph 23 of this Agreement. If Seller denies Buyer permission to correct the defects, Buyer may, within 5 days of Seller's denial, terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
 - b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.
 - 5. If the report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within _____ days of receipt of the report, submit a corrective proposal to Buyer. The corrective proposal will include, but not be limited to, the name of the remediation company; provisions for payment, including retests; and a projected completion date for corrective measures. Within 5 days of receiving Seller's corrective proposal, or if **no corrective proposal is received within the time given**, Buyer will:
 - a. Agree to the terms of the corrective proposal, if any, in writing, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 23 of this Agreement, OR
 - b. Accept the Property and the system and, if required by the lender, if any, and/or any governmental authority, correct the defects before settlement or within the time required by the lender, if any, and/or any governmental authority, at Buyer's sole expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in paragraph 23 of this Agreement. If Seller denies Buyer permission to correct the defects, Buyer may, within 5 days of Seller's denial, terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
 - c. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

10. ENVIRONMENTAL AUDIT & PROPERTY INSPECTIONS (1-98)

- (A) Seller represents and warrants that Seller has no knowledge, except as listed below, of whether:
 1. The Property has been contaminated by any substance in any manner which requires remediation;
 2. The Property contains any wetlands, flood plains, or any other environmentally sensitive areas, development of which is limited or precluded by law;
 3. The Property contains any substance, the removal or disposal of which is subject to any law or regulation;
 4. Any law has been violated in the handling or disposing of any material waste or the discharge of any material into the soil, air, surface water, or ground water;
 5. The Property contains underground fuel or liquid storage tanks.

EXCEPTIONS: _____

- (B) Seller and Buyer acknowledge that Broker:
 1. Is a licensed real estate broker;
 2. Is not an expert in construction, engineering, or environmental matters; and
 3. Has not made and will not make any representations or warranties nor conduct investigations of the environmental condition or suitability of the Property, or any adjacent property.

(C) ENVIRONMENTAL AUDIT/INSPECTION CONTINGENCY

- WAIVED. Buyer understands that Buyer has the option to request audits and inspections of the Property. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 23 of this Agreement. Buyer reserves the right to make a pre-settlement inspection of the Property.
- ELECTED. Within _____ days of the execution of this Agreement, Buyer has the option, at Buyer's expense, to have the following audits or inspections completed by a licensed or otherwise qualified professional (check the inspections that Buyer will order):
 - Environmental Hazards
 - Underground Storage Tanks
 - Property Boundary/Square Footage Verification/Delineation
 - Flood Plain Verification/Delineation
 - Wetlands Verification/Delineation
 - Specific Property Inspection limited to _____
 -

If Buyer is not satisfied with any condition as stated in any written report Buyer receives pursuant to the audits or inspections obtained under this provision, Buyer will, within the time allotted for obtaining such audits or inspections:

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, OR
2. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

Buyer Initials: _____

Seller Initials: _____

259 **11. NOTICES & ASSESSMENTS (6-02)** 259

260 (A) Seller represents as of Seller's execution of this Agreement, that no public improvement and/or homeowner association assessments have been 260

261 made against the Property which remain unpaid and that no notice by any government or public authority has been served upon Seller or any- 261

262 one on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances which remain uncorrected, 262

263 and that Seller knows of no condition that would constitute violation of any such ordinances which remain uncorrected, unless otherwise spec- 263

264 ified here: _____ 264

265 (B) Seller knows of no other potential notices (including violations) and assessments except as follows: _____ 265

266 _____ 266

267 (C) In the event any notices (including violations) and assessments are received after execution of this Agreement and before settlement, Seller will 267

268 notify Buyer in writing, within 5 days of receiving the notice or assessment, that Seller will: 268

269 1. Comply with notices and assessments at Seller's expense, in which case Buyer accepts the Property and agrees to the RELEASE set forth 269

270 in paragraph 23 of this Agreement, OR 270

271 2. NOT comply with notices and assessments at Seller's expense. 271

272 3. If Seller chooses not to comply with notices and assessments, or fails within the time given to notify Buyer if Seller will comply, Buyer will 272

273 notify Seller within 5 days in writing that Buyer will: 273

274 a. Comply with the notices and assessments at Buyer's expense and agree to the RELEASE set forth in paragraph 23 of this Agreement, 274

275 OR 275

276 b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer 276

277 and this Agreement will be VOID. 277

278 **If Buyer fails to notify Seller within the time given, Buyer accepts the Property and agrees to the RELEASE set forth in** 278

279 **paragraph 23 of this Agreement.** 279

280 (D) Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Pennsylvania Department of 280

281 Transportation. 281

282 **12. TITLE, SURVEYS, & COSTS (6-02)** 282

283 (A) The Property is to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER the following: existing 283

284 deed restrictions, historic preservation restrictions or ordinances, building restrictions, ordinances, easements of roads, easements visible upon 284

285 the ground, easements of record, privileges or rights of public service companies, if any; otherwise the title to the above described real estate 285

286 will be good and marketable and such as will be insured by a reputable Title Insurance Company at the regular rates. 286

287 (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics lien insurance or fee for cancellation of same, if any; 287

288 (2) Flood insurance, fire insurance with extended coverage, mine subsidence insurance, and cancellation fees, if any; (3) Appraisal fees and 288

289 charges paid in advance to lender, if any; (4) Buyer's customary settlement costs and accruals. 289

290 (C) Any survey or surveys which may be required by the Title Insurance Company or the abstracting attorney for the preparation of an adequate 290

291 legal description of the Property (or the correction thereof), will be secured and paid for by Seller. However, any survey or surveys desired by 291

292 Buyer or required by lender will be secured and paid for by Buyer. 292

293 (D) In the event Seller is unable to give a good and marketable title and such as will be insured by a reputable Title Company at the regular rates, 293

294 as specified in paragraph 12(A), Buyer will have the option of: (1) taking such title as Seller can give with no change to the purchase price; 294

295 or (2) being repaid all monies paid by Buyer to Seller on account of the purchase price and being reimbursed by Seller for any costs incurred 295

296 by Buyer for any inspections or certifications obtained according to the terms of the Agreement, those items specified in paragraph 12(C) and 296

297 in paragraph 12(B) items (1), (2), (3); and in the latter event there will be no further liability or obligation on either of the parties hereto and 297

298 this Agreement will become VOID. 298

299 **13. ZONING CLASSIFICATION (1-98)** 299

300 (A) Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdividable} is 300

301 zoned solely or primarily to permit single-family dwellings) shall render this Agreement voidable at the option of the Buyer, and, if voided, 301

302 any deposits tendered by Buyer shall be returned to the Buyer without any requirement for court action. 302

303 **Zoning Classification** _____ 303

304 (B) **ZONING APPROVAL CONTINGENCY** 304

305 NOT APPLICABLE 305

306 WAIVED. Buyer acknowledges that Buyer has the option to make this Agreement contingent on receiving municipal approval for the 306

307 intended use of the Property. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 23 of this Agreement. 307

308 ELECTED 308

309 1. This sale is contingent on Buyer receiving zoning approval, or variance, or special exception from _____ 309

310 (municipality) to use the Property as a _____ (proposed use). 310

311 2. Application for the approval (or variance/special exception) will be made within _____ days of the execution of this Agreement. Buyer 311

312 will pay for applications, legal representation, and any other costs associated with obtaining approval. 312

313 3. If the municipality requires the application to be signed by the current owner, Seller agrees to do so. 313

314 4. If final, unappealable approval is not obtained by _____, this Agreement will be VOID, in 314

315 which case all deposit monies paid on account of purchase price will be returned promptly to Buyer. 315

316 **14. LAND USE RESTRICTIONS OTHER THAN ZONING (7-01)** 316

317 (A) None Known 317

318 (B) The Property, or a portion of it, is preferentially assessed for tax purposes under the following Acts (See Land Use Restrictions Notices): 318

319 Farmland and Forest Land Assessment Act (Clean and Green Program) 319

320 Open Space Act (an Act enabling certain counties of the Commonwealth to covenant with land owners for preservation of land in 320

321 farm, forest, water supply, or open space uses) 321

322 Agricultural Area Security Law (Development Rights) _____ 322

323 Other _____ 323

324 Buyer and Seller have determined the consequences that may result from the sale or a change in the use of the Property, or any portion of 324

325 it. 325

326 (C) Seller has no knowledge of any covenants, subdivision restrictions or other restrictions affecting the Property unless otherwise stated here: 326

327 _____ 327

328 (D) Seller has no knowledge of any rights to timber, crops or minerals, except coal, that do not transfer with the Property unless otherwise 328

329 stated here: _____ 329

330 (E) Buyer acknowledges that any land use restrictions associated with the Property's enrollment in the Clean and Green Program or under 330

331 the Open Space Act or any other program identified in this paragraph 14, are encumbrances upon the Property. Buyer agrees that deliv- 331

332 ery of title subject to these encumbrances will not violate Seller's duty under paragraph 12(A) of this Agreement. 332

333 **15. COAL NOTICE** 333

334 NOT APPLICABLE 334

335 APPLICABLE 335

336 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND 336

337 DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND 337

338 IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This 338

339 notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the 339

340 right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage 340

341 due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgment is made for the purpose 341

342 of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees 342

343 to sign the deed from Seller which deed will contain the aforesaid provision. 343

344 **16. POSSESSION (7-01)** 344

345 (A) Possession is to be delivered by deed, keys and: 345

346 1. Physical possession to vacant Property free of debris, with all structures broom-clean, at day and time of settlement, AND/OR 346

347 2. Assignment of existing lease(s), together with any security deposits and interest, at time of settlement, if Property is leased at the execu- 347

348 tion of this Agreement or unless otherwise specified herein. Buyer will acknowledge existing lease(s) by initialing said lease(s) at time of 348

349 execution of this Agreement. 349

350 (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 350

351 consent of Buyer. 351

352 **17. RECORDING (3-85)** This Agreement will not be recorded in the Office for the Recording of Deeds or in any other office or place of public 352

353 record, and if Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement. 353

354 **18. ASSIGNMENT (3-85)** This Agreement will be binding upon the parties, their respective heirs, personal representatives, guardians and succes- 354

355 sors, and to the extent assignable, on the assigns of the parties hereto, it being expressly understood, however, that Buyer will not transfer or assign 355

356 this Agreement without the written consent of Seller. 356

- 358 **19. DEPOSIT & RECOVERY FUND (6-02)** 358
- 359 (A) Deposits paid by Buyer within 30 days of settlement will be by cash, cashier's or certified check. Deposits, regardless of the form of payment 359
- 360 and the person designated as payee will be paid in U.S. Dollars, and will be paid to Broker or party identified in paragraph 3(B), who will retain 360
- 361 them in an escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Any 361
- 362 uncashed check tendered as deposit may be held pending the acceptance of this offer. 362
- 363 (B) Upon termination of this Agreement, the Broker holding the deposit monies will release the deposit monies in accordance with the terms of a 363
- 364 fully executed written agreement between Buyer and Seller. 364
- 365 (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 365
- 366 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 366
- 367 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 367
- 368 and Seller agree that, in the event any broker or affiliated licensee is joined in litigation for the return of deposit monies, the attorneys' fees and 368
- 369 costs of the broker(s) and licensee(s) will be paid by the party joining them. 369
- 370 (D) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate 370
- 371 licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhaust- 371
- 372 ing all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658, or 1-800-882-2113 (within Pennsylvania) and 372
- 373 (717) 783-4854 (outside Pennsylvania). 373
- 374 **20. PLANNED COMMUNITY (HOMEOWNER ASSOCIATION) NOTICE FOR PURPOSES OF RESALE ONLY (7-01)** 374
- 375 NOT APPLICABLE 375
- 376 APPLICABLE 376
- 377 (A) Buyer acknowledges that the Property is part of a planned community as defined by the Uniform Planned Community Act. (See Definition of 377
- 378 Planned Community Notice for the definition contained in the Act.) 378
- 379 (B) §5407(a) of the Act requires Seller to furnish Buyer with a copy of the Declaration (other than plats and plans), the bylaws, the rules and reg- 379
- 380 ulations of the association, and a Certificate containing the provisions set forth in §5407(a) of the Act. 380
- 381 (C) Within _____ days of the execution of this Agreement, Seller will submit a request to the association for a Certificate and the documents 381
- 382 necessary to enable Seller to comply with the Act. The Act provides that the association is required to provide these documents within 10 days 382
- 383 of Seller's request. 383
- 384 (D) Under the Act, Seller is not liable to Buyer for the failure or delay of the association to provide the Certificate in a timely manner, nor is Seller 384
- 385 liable to Buyer for any erroneous information provided by the Association and included in the Certificate. 385
- 386 (E) Buyer may declare the Agreement VOID at any time before Buyer's receipt of the association documents and for 5 days thereafter, OR until 386
- 387 settlement, whichever occurs first. Buyer's notice declaring the Agreement void must be in writing; thereafter all deposit monies will be 387
- 388 returned to Buyer. 388
- 389 (F) In the event the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reim- 389
- 390 burse Buyer for all monies paid by Buyer on account of purchase price and for any costs incurred by Buyer for: (1) Title search, title insur- 390
- 391 ance and/or mechanics lien insurance or fee for cancellation of same, if any; (2) Flood insurance, fire insurance with extended coverage, mine 391
- 392 subsidence insurance, and cancellation fees, if any; (3) Appraisal fees and charges paid in advance to lender, if any; (4) Buyer's customary 392
- 393 settlement costs and accruals. 393
- 394 **21. MAINTENANCE & RISK OF LOSS (6-02)** 394
- 395 (A) Seller will maintain the Property, grounds, fixtures, and any personal property specifically scheduled herein in its present condition, normal 395
- 396 wear and tear excepted. 396
- 397 (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 397
- 398 notify Buyer in writing of Seller's choice to: 398
- 399 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- 399
- 400 tem or appliance (this option must be acceptable to the lender, if any). In each case, Buyer accepts the Property and agrees to the 400
- 401 RELEASE set forth in paragraph 23 of this Agreement, OR 401
- 402 2. Not repair or replace the failed system or appliance and not credit Buyer at settlement for the fair market value of the failed system or 402
- 403 appliance. If Seller does not repair, replace or offer a credit for the failed system or appliance, Buyer will notify Seller in writing within 403
- 404 5 days or before settlement, whichever is sooner, that Buyer will: 404
- 405 a. Accept the Property and agree to the RELEASE set forth in paragraph 23 of this Agreement, OR 405
- 406 b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer 406
- 407 and this Agreement will be VOID. 407
- 408 (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- 408
- 409 erty included in this sale that is not repaired or replaced prior to settlement, Buyer will have the option of rescinding this Agreement and 409
- 410 promptly receiving all monies paid on account of purchase price or of accepting the Property in its then condition together with the proceeds 410
- 411 of any insurance recovery obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in this Property as of 411
- 412 the time of execution of this Agreement. 412
- 413 **22. WAIVER OF CONTINGENCIES (1-00)** 413
- 414 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** 414
- 415 **within the time limits specified in the contingency provision(s) will constitute a WAIVER of that contingency and Buyer accepts the** 415
- 416 **Property and agrees to the RELEASE set forth in paragraph 23 of this Agreement.** 416
- 417 **23. RELEASE (1-00) Buyer hereby releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOY-** 417
- 418 **EES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM, or CORPORATION who may be liable by or** 418
- 419 **through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and property damage and all of** 419
- 420 **the consequences thereof, whether now known or not, which may arise from the presence of environmental hazards, any deficiencies in the** 420
- 421 **on-site water service system, or any defects or conditions on the Property. This release will survive settlement.** 421
- 422 **24. REPRESENTATIONS (1-00)** 422
- 423 (A) Buyer understands that any representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, 423
- 424 their licensees, employees, officers, or partners are not a part of this Agreement, unless expressly incorporated or stated in this Agreement. It 424
- 425 is further understood that this Agreement contains the whole agreement between Seller and Buyer and there are no other terms, obligations, 425
- 426 covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this 426
- 427 Agreement will not be altered, amended, changed, or modified except in writing executed by the parties. 427
- 428 (B) **It is understood that Buyer has inspected the Property before signing this Agreement (including fixtures and any personal property** 428
- 429 **specifically scheduled herein), or has waived the right to do so, and has agreed to purchase it in its present condition unless otherwise** 429
- 430 **stated in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers, or partners have not made an** 430
- 431 **independent examination or determination of the structural soundness of the Property, the age or condition of the components, envi-** 431
- 432 **ronmental conditions, the permitted uses, or of conditions existing in the locale where the Property is situated; nor have they made a** 432
- 433 **mechanical inspection of any of the systems contained therein.** 433
- 434 (C) Broker(s) may perform services to assist unrepresented parties in complying with the terms of this Agreement. 434
- 435 (D) The headings, captions, and line numbers in this Agreement are meant only to make it easier to find the paragraphs. 435
- 436 **25. DEFAULT (6-02)** 436
- 437 (A) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer: 437
- 438 1. Fail to make any additional payments as specified in paragraph 3; OR 438
- 439 2. Furnish false or incomplete information to Seller, Broker(s), or the lender, if any, concerning Buyer's legal or financial status, or fail to 439
- 440 cooperate in the processing of the financing application, which acts would result in the failure to obtain the approval of a financing com- 440
- 441 mitment; OR 441
- 442 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement. 442
- 443 (B) **Unless otherwise checked in paragraph 25 (C), Seller may elect to retain those sums paid by Buyer, including deposit monies, in one of the** 443
- 444 **following manners:** 444
- 445 1. On account of purchase price; OR 445
- 446 2. As monies to be applied to Seller's damages; OR 446
- 447 3. As liquidated damages for such breach. 447
- 448 (C) Seller is limited to retaining sums paid by Buyer, including deposit monies, as liquidated damages. 448
- 449 (D) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to paragraph 25 (B) or (C), Buyer and Seller 449
- 450 will be released from further liability or obligation and this Agreement will be VOID. 450
- 451 451
- 452 452
- 453 453
- 454 454
- 455 455

- 457 **26. MEDIATION (7-96)** 457
- 458 NOT AVAILABLE 458
- 459 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 ob- 459
- 460 ligation on the part of any party to do so. 460
- 461 ELECTED 461
- 462 (A) Buyer and Seller will try to resolve any dispute or claim that may arise from this Agreement through mediation, in accordance with the 462
- 463 Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. Any agreement reached through a mediation conference 463
- 464 and signed by the parties will be binding. 464
- 465 (B) Buyer and Seller acknowledge that they have received, read, and understand the Rules and Procedures of the Home Sellers/Home Buyers 465
- 466 Dispute Resolution System. (See Mediation Notice.) 466
- 467 (C) This agreement to mediate disputes arising from this Agreement will survive settlement. 467
- 468 **27. SPECIAL CLAUSES (1-02)** 468
- 469 (A) **The following are part of this Agreement if checked:** 469
- 470 Sale & Settlement of Other Property Settlement of Other Property Contingency Addendum (PAR Form SOP) 470
- 471 Contingency Addendum (PAR Form SSP) Tenant-Occupied Property Addendum (PAR Form TOP) 471
- 472 Sale & Settlement of Other Property Contingency _____ 472
- 473 with Right to Continue Marketing Addendum _____ 473
- 474 (PAR Form SSP-CM) _____ 474
- 475 (B) _____ 475

476 _____ 476

477 _____ 477

478 _____ 478

479 _____ 479

480 _____ 480

481 _____ 481

482 _____ 482

483 **Buyer and Seller acknowledge receiving a copy of this Agreement at the time of signing.** 483

484 _____ 484

485 **NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Return by facsimile transmission (FAX) of this** 485

486 **Agreement, and all addenda, bearing the signatures of all parties, constitutes acceptance of this Agreement. Parties to this transaction are advised** 486

487 **to consult an attorney before signing if they desire legal advice.** 487

488 _____ 488

- 489 Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336. 489
- 490 Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement. 490
- 491 Buyer has read and understands the notices and explanatory information set forth in this Agreement. 491
- 492 Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing this 492
- 493 Agreement. 493
- 494 _____ 494

495 **BUYER'S MAILING ADDRESS:** _____ 495

496 _____ 496

497 **BUYER'S CONTACT NUMBER(S):** _____ 497

498 _____ 498

499 **WITNESS** _____ **BUYER** _____ **DATE** _____ 499

500 _____ 500

501 **WITNESS** _____ **BUYER** _____ **DATE** _____ 501

502 _____ 502

503 **WITNESS** _____ **BUYER** _____ **DATE** _____ 503

504 _____ 504

505 _____ 505

506 _____ 506

507 _____ 507

508 Seller hereby approves the above contract this (date) _____ 508

509 And in consideration of the services rendered in procuring the Buyer, Seller agrees to pay the named Broker for Seller a fee of _____ 509

510 of/from the herein specified sale price. In the event Buyer defaults hereunder, any monies paid on account will be divided _____, 510

511 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 fee. 511

512 _____ 512

- 513 Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336. 513
- 514 Seller has received a statement of Seller's estimated closing costs before signing this Agreement. 514
- 515 Seller has read and understands the notices and explanatory information set forth in this Agreement. 515
- 516 _____ 516

517 **SELLER'S MAILING ADDRESS:** _____ 517

518 _____ 518

519 **SELLER'S CONTACT NUMBER(S):** _____ 519

520 _____ 520

521 **WITNESS** _____ **SELLER** _____ **DATE** _____ 521

522 _____ 522

523 **WITNESS** _____ **SELLER** _____ **DATE** _____ 523

524 _____ 524

525 **WITNESS** _____ **SELLER** _____ **DATE** _____ 525

526 _____ 526

527 _____ 527

528 _____ 528

529 _____ 529

530 The undersigned Broker for Seller Broker for Buyer agree to submit to mediation in accordance with paragraph 26 of this Agreement. 530

531 _____ 531

532 **BROKER FOR SELLER (Company Name)** _____ 532

533 **ACCEPTED BY** _____ **DATE** _____ 533

534 _____ 534

535 **BROKER FOR BUYER (Company Name)** _____ 535

536 **ACCEPTED BY** _____ **DATE** _____ 536

537 _____ 537

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 458 NOT AVAILABLE 458
 459 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 ob- 459
 460 ligation on the part of any party to do so. 460
 461 ELECTED 461
 462 (A) Buyer and Seller will try to resolve any dispute or claim that may arise from this Agreement through mediation, in accordance with the 462
 463 Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. Any agreement reached through a mediation conference 463
 464 and signed by the parties will be binding. 464
 465 (B) Buyer and Seller acknowledge that they have received, read, and understand the Rules and Procedures of the Home Sellers/Home Buyers 465
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 473 with Right to Continue Marketing Addendum _____ 473
 474 (PAR Form SSP-CM) _____ 474
 475 (B) _____ 475
 476 _____ 476
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 479 _____ 479
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484 **NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Return by facsimile transmission (FAX) of this** 485
 486 **Agreement, and all addenda, bearing the signatures of all parties, constitutes acceptance of this Agreement. Parties to this transaction are advised** 486
 487 **to consult an attorney before signing if they desire legal advice.** 487
 488 _____ 488

- 489 Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336. 489
 490 Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement. 490
 491 Buyer has read and understands the notices and explanatory information set forth in this Agreement. 491
 492 Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing this 492
 493 Agreement. 493
 494 _____ 494

495 **BUYER'S MAILING ADDRESS:** _____ 495
 496 _____ 496

497 **BUYER'S CONTACT NUMBER(S):** _____ 497
 498 _____ 498

499 **WITNESS** _____ **BUYER** _____ **DATE** _____ 499
 500 _____ 500

501 **WITNESS** _____ **BUYER** _____ **DATE** _____ 501
 502 _____ 502

503 **WITNESS** _____ **BUYER** _____ **DATE** _____ 503
 504 _____ 504
 505 _____ 505
 506 _____ 506
 507 _____ 507

508 Seller hereby approves the above contract this (date) _____ 508
 509  509
 510 _____ 510
 511 _____ 511
 512 _____ 512

- 513 Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336. 513
 514 Seller has received a statement of Seller's estimated closing costs before signing this Agreement. 514
 515 Seller has read and understands the notices and explanatory information set forth in this Agreement. 515
 516 _____ 516

517 **SELLER'S MAILING ADDRESS:** _____ 517
 518 _____ 518

519 **SELLER'S CONTACT NUMBER(S):** _____ 519
 520 _____ 520

521 **WITNESS** _____ **SELLER** _____ **DATE** _____ 521
 522 _____ 522

523 **WITNESS** _____ **SELLER** _____ **DATE** _____ 523
 524 _____ 524

525 **WITNESS** _____ **SELLER** _____ **DATE** _____ 525
 526 _____ 526
 527 _____ 527
 528 _____ 528
 529 _____ 529

530 The undersigned Broker for Seller Broker for Buyer agree to submit to mediation in accordance with paragraph 26 of this Agreement. 530
 531 _____ 531

532 **BROKER FOR SELLER (Company Name)** _____ 532
 533 **ACCEPTED BY** _____ **DATE** _____ 533
 534 _____ 534

535 **BROKER FOR BUYER (Company Name)** _____ 535
 536 **ACCEPTED BY** _____ **DATE** _____ 536
 537 _____ 537

NOTICES AND INFORMATION

INFORMATION REGARDING TAX PRORATION

For purposes of prorating real estate taxes, the “periods covered” by the tax bills 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.

NOTICES AND INFORMATION ON PROPERTY CONDITION INSPECTIONS

PROPERTY INSPECTION NOTICES

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

Property Boundary / Square Footage: Buyer is advised that Seller has not had the Property surveyed and that any fences, hedges, walls and other natural or constructed barriers may or may not represent the true boundary lines of the Property. Buyer is also advised that any numerical representations of square footage of the structure(s) and/or lot size are approximations only and may be inaccurate. Buyer is advised to engage a professional surveyor or obtain an independent measurement of the structure(s) and/or lot size if Buyer wishes to make this sale contingent on Buyer's approval of the Property's boundaries or square footage.

Water (On-site Service): If the Property is not serviced by public water, Buyer may elect to have the on-site water system 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 lender.

ENVIRONMENTAL NOTICES

Environmental Hazards: The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsibility to dispose of them properly. For more information and a list of hazardous substances, contact U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C. 20460, (202) 260-2090.

Wetlands: Wetlands are protected by both the federal and state governments. Buyer may wish to have the Property inspected for wetlands by an environmental engineer to determine if permits for plans to build, improve, or develop the property would be affected or denied because of wetlands.

SEWAGE NOTICES

NOTICES PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT

- NOTICE 1:** **THERE IS NO CURRENTLY EXISTING COMMUNITY SEWAGE SYSTEM AVAILABLE FOR THE SUBJECT PROPERTY.** Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement of Sale, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.
- NOTICE 2:** **THIS PROPERTY IS SERVICED BY AN INDIVIDUAL SEWAGE SYSTEM INSTALLED UNDER THE TEN-ACRE PERMIT EXEMPTION PROVISIONS OF SECTION 7 OF THE PENNSYLVANIA SEWAGE FACILITIES ACT.** (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987.) Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.
- NOTICE 3:** **THIS PROPERTY IS SERVICED BY A HOLDING TANK (PERMANENT OR TEMPORARY) TO WHICH SEWAGE IS CONVEYED BY A WATER CARRYING SYSTEM AND WHICH IS DESIGNED AND CONSTRUCTED TO FACILITATE ULTIMATE DISPOSAL OF THE SEWAGE AT ANOTHER SITE.** Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.
- NOTICE 4:** **AN INDIVIDUAL SEWAGE SYSTEM HAS BEEN INSTALLED AT AN ISOLATION DISTANCE FROM A WELL THAT IS LESS THAN THE DISTANCE SPECIFIED BY REGULATION.** The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.
- NOTICE 5:** **THIS LOT IS WITHIN AN AREA IN WHICH PERMIT LIMITATIONS ARE IN EFFECT AND IS SUBJECT TO THOSE LIMITATIONS. SEWAGE FACILITIES ARE NOT AVAILABLE FOR THIS LOT AND CONSTRUCTION OF A STRUCTURE TO BE SERVED BY SEWAGE FACILITIES MAY NOT BEGIN UNTIL THE MUNICIPALITY COMPLETES A MAJOR PLANNING REQUIREMENT PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT AND REGULATIONS PROMULGATED THEREUNDER.**
- NOTICE 6:** **A REQUIRED REVISION FOR NEW LAND DEVELOPMENT, OR AN EXCEPTION TO THE REQUIREMENT TO REVISE, OR A REQUIRED SUPPLEMENT HAS NOT BEEN APPROVED FOR THIS LOT. SEWAGE FACILITIES ARE NOT AVAILABLE FOR THIS LOT AND SEWAGE FACILITIES WILL NOT BE AVAILABLE, NOR MAY CONSTRUCTION BEGIN UNTIL SEWAGE FACILITIES PLANNING HAS BEEN APPROVED PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT AND REGULATIONS PROMULGATED THEREUNDER.**

LAND USE RESTRICTIONS NOTICES

FARMLAND AND FOREST LAND ASSESSMENT ACT (CLEAN AND GREEN PROGRAM): Properties enrolled in the Clean and Green Program receive preferential tax assessment.

Notices Required by Seller: A Seller of Property enrolled in the Clean and Green Program must submit notice of the sale and any proposed changes in the use of Seller's remaining enrolled Property to the County Assessor 30 days before the transfer of title to Buyer.

Notices Required by Buyer: A Buyer of Property enrolled in the Clean and Green Program must submit notice of any proposed changes Buyer intends to make in the use of the Property being purchased to the County Assessor at least 30 days prior to undertaking any changes.

Loss of Preferential Tax Assessment: The sale of Property enrolled in the Clean and Green Program may result in the loss of program enrollment and the loss of preferential tax assessment for the Property and/or the land of which it is a part and from which it is being separated. Removal from enrollment in the Clean and Green Program may result in the charge of roll-back taxes and interest. A roll-back tax is the difference in the amount of taxes paid under the program and the taxes that would have been paid in the absence of Clean and Green enrollment. The roll-back taxes are charged for each year that the Property was enrolled in the program, limited to the past 7 years.

Buyer and Seller have been advised of the need to determine the tax implications that will or may result from the sale of the Property to Buyer or that may result in the future as a result in any change in use of the Property or the land from which it is being separated by contacting the County Tax Assessment Office before the execution of this Agreement of Sale.

OPEN SPACE ACT (Official name: An act enabling certain counties of the Commonwealth to covenant with land owners for preservation of land in farm, forest, water supply, or open space uses (1966, Jan. 13, P.L. (1965) 1292). This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed.

Buyer acknowledges that the purchase of Property for which there is a covenant, will not extinguish the covenant and that a change in the use of the land to any other use other than that designated in the covenant will constitute a breach. When a breach of the covenant occurs, the then-owner is required to pay roll-back taxes and interest. A roll-back tax is the difference in the amount of taxes paid and the taxes that would have been paid in the absence of the covenant. The roll-back taxes are charged for each year that the Property was subject to the covenant, limited to the past 5 years.

Buyer has been advised of the need to determine the restrictions that will apply from the sale of the Property to Buyer and the tax implications that will or may result from a change in use of the Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.

DEFINITION OF A PLANNED COMMUNITY

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

Exemptions from the Uniform Planned Community Act – When a Certificate of Resale Is Not Required

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

- A. The Planned Community contains no more than 12 units, provided there is no possibility of adding real estate or subdividing units to increase the size of the planned community.
- B. The Planned Community is one in which all of the units are restricted exclusively to non-residential use, unless the declaration provides that the resale provisions are nevertheless to be followed.
- C. The Planned Community or units are located outside the Commonwealth of Pennsylvania.
- D. The transfer of the unit is a gratuitous transfer.
- E. The transfer of the unit is required by court order.
- F. The transfer of the unit is by the government or a governmental agency.
- G. The transfer of the unit is the result of foreclosure or in lieu of foreclosure.

Notices Regarding Public Offering Statements and Right to Rescission

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

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 Agent for Buyer, if any. If there is no Agent 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 Agent for Seller, if any. If there is no Agent 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.