

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

A/S - 2K

This form recommended and approved for, but not restricted to use by, 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 August 19, 2002, 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 (1-02)

(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 Information Regarding Tax Proration); rents; interest on mortgage assumptions; condominium fees and homeowner association fees, if any; water and/or sewer fees, if any, together with any other lienable municipal service.

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 & PERSONAL PROPERTY (1-00)**

(A) INCLUDED in this sale and purchase price are all existing items permanently installed in the Property, free of liens, including plumbing; heating; lighting fixtures (including chandeliers and ceiling fans); water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the Property at the time of settlement; wall to wall carpeting; window covering hardware, shades and blinds; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated. Also included:

(B) LEASED items (not owned by Seller):

(C) EXCLUDED fixtures and items:

5. **DATES/TIME IS OF THE ESSENCE (1-02)**

(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 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. **MORTGAGE CONTINGENCY (1-02)**

WAIVED. This sale is **NOT** contingent on mortgage financing.

ELECTED

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

1. Amount of mortgage loan \$ _____
2. Minimum Term _____ years
3. Type of mortgage _____
4. Interest rate _____ %; however, **Buyer agrees to accept the interest rate as may be committed by the mortgage lender**, not to exceed a maximum interest rate of _____ %.
5. Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.

The interest rate and fees provisions required by Buyer are satisfied if a mortgage lender makes available to Buyer the right to guarantee an interest rate at or below the Maximum Interest Rate specified herein with the percentage fees at or below the amount specified herein. Buyer gives Seller the right, at Seller's sole option and as permitted by the mortgage lender and applicable laws, to contribute financially, without promise of reimbursement, to the Buyer and/or mortgage lender to make the above terms available to Buyer.

(B) Within _____ DAYS (10 days if not specified) of the execution of this Agreement, Buyer will make a completed, written mortgage application for the mortgage terms specified above to a responsible mortgage lender. **The Broker for Buyer, if any, otherwise the Broker for Seller, is authorized to communicate with the mortgage lender for the purposes of assisting in the mortgage loan process.**

- (C) 1. **Mortgage commitment date** _____. If a written commitment is not received by Seller by the above date, **Buyer and Seller agree to extend the mortgage commitment date until Seller terminates this Agreement in writing by notice to Buyer.**
2. Upon receipt of a mortgage commitment, Buyer will promptly deliver a copy of the commitment to Seller.
 3. Seller has the option to terminate this Agreement in writing, after the mortgage commitment date if the mortgage commitment:
 - a. Is not valid until the date of settlement, OR
 - b. Is conditioned upon the **sale and settlement of any other property**, OR
 - c. Contains any other condition not specified in this Agreement that is not satisfied and/or removed in writing by the mortgage lender within 7 DAYS after the **mortgage commitment date in paragraph 6 (C) (1).**
 4. If this Agreement is terminated as specified in paragraphs 6 (C) (1) or (3), or the mortgage loan is not obtained for settlement, all deposit monies paid on account of purchase price will be returned to Buyer. Buyer will be responsible for any premiums for mechanics' lien insurance and/or title search, or fee for cancellation of same, if any; AND/OR any premiums for flood insurance, mine subsidence insurance and/or fire insurance with extended coverage, or

cancellation fee, if any; AND/OR any appraisal fees and charges paid in advance to the mortgage lender.

(D) If the mortgage lender requires repairs to the Property, Buyer will, upon receipt, deliver a copy of the mortgage lender's requirements to Seller. Seller will, within 5 DAYS of receipt of the mortgage lender's requirements, notify Buyer whether Seller will make the required repairs at Seller's expense.

1. If Seller chooses to make the required repairs, Buyer will accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement.

2. If Seller chooses not to make the required repairs, **or if Seller fails to respond within the time given**, Buyer will, within 5 DAYS, notify Seller in writing of Buyer's choice to terminate this Agreement OR make the required repairs at Buyer's expense and with Seller's premission, which will not be unreasonably withheld. If Seller denies Buyer permission to make the required repairs, Buyer may, within 5 DAYS of Seller's denial, 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.

(E) **Seller Assist**

NOT APPLICABLE

APPLICABLE. Seller will pay:

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

FHA/VA, IF APPLICABLE

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

Warning: Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration Transactions, provides, "Whoever for the purpose of . . . influencing in any way the action of such Department, makes, passes, utters, or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both."

(G) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgement**

Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection" (see Notices and Information on Property Condition Inspections). Buyer understands the importance of getting an independent home inspection and has thought about this before signing this Agreement.

Buyer's Initials _____

Date _____

(H) **Certification** We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

7. **INSPECTIONS (1-02)**

(A) Seller agrees to permit inspections by authorized appraisers, reputable certifiers, insurer's representatives, surveyors, municipal officials and/or Buyer as may be required by the mortgage lender, if any, or insuring agencies. Seller further agrees to permit any other inspections required by or provided for in the terms of this Agreement. Buyer has the right to attend all inspections.

(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 by any other provision of this Agreement.

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

(D) All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any reports to Broker for Buyer.

8. **PROPERTY INSPECTION CONTINGENCY (1-02)**

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

WAIVED. Buyer understands that Buyer has the option to request inspections of the Property (see Property Inspection Notices and Environmental Notices). BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

ELECTED

(A) Within _____ DAYS (15 days if not specified) of the execution of this Agreement, Buyer, at Buyer's expense, may choose to have inspections and/or certifications completed by licensed or otherwise qualified professionals (see Property Inspection Notices and Environmental Notices). This contingency does not apply to the following existing conditions and/or items:

- 154 (B) Should Buyer elect to have a home inspection of the Property, as defined in the Pennsylvania Home Inspection Law, (see
 155 Information Regarding the Home Inspection Law) such home inspection shall be performed by a full member in good
 156 standing of a national home inspection association, or by a person supervised by a full member of a national home
 157 inspection association, in accordance with the ethical standards and code of conduct or practice of that association.
 158 (C) If Buyer is not satisfied with the condition of the Property as stated in any written report, Buyer will:
- 159 **Option 1. Within the time given for completing inspections:**
 160 1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of
 161 this Agreement, OR
 162 2. Terminate this Agreement in writing by notice to Seller, in which case all deposit monies paid on account of purchase
 163 price will be returned promptly to Buyer and this Agreement will be VOID, OR
 164 3. Enter into a mutually acceptable written agreement with Seller providing for any repairs or improvements to the
 165 Property and/or any credit to Buyer at settlement, as may be acceptable to the mortgage lender, if any.
 166 Should efforts to reach a mutually acceptable agreement fail, Buyer must choose to accept the Property or terminate this
 167 Agreement **within the time given for completing inspections** and according to the provisions in paragraph
 168 8(C) (Option 1) 1 and 2.
- 169 **Option 2. Within the time given for completing inspections:**
 170 1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of
 171 this Agreement, UNLESS the total cost to correct the conditions contained in the report(s) is more than
 172 \$ _____.
 173 2. If the total cost to correct the conditions contained in the report(s) EXCEEDS the amount specified in paragraph 8(C)
 174 (Option 2) 1, **Buyer will deliver the report(s) to Seller within the time given for inspection.**
 175 a. Seller will, within 7 DAYS of receiving the report(s), inform Buyer in writing of Seller's choice to:
 176 (1) Make repairs before settlement so that the remaining cost to repair conditions contained in the report(s)
 177 is less than or equal to the amount specified in paragraph 8 (C) (Option 2) 1.
 178 (2) Credit Buyer at settlement for the difference between the estimated cost of repairing the conditions
 179 contained in the report(s) and the amount specified in paragraph 8 (C) (Option 2) 1. This option must be
 180 acceptable to the mortgage lender, if any.
 181 (3) Not make repairs and not credit Buyer at settlement for any costs to repair conditions contained in the
 182 report(s).
 183 b. If Seller chooses to make repairs or credit Buyer at settlement as specified in paragraph 8 (C) (Option 2) 2,
 184 Buyer will accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement.
 185 c. If Seller chooses not to make repairs and not to credit Buyer at settlement, or **if Seller fails to choose any**
 186 **option within the time given**, Buyer will, within 5 DAYS:
 187 (1) Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in
 188 paragraph 25 of this Agreement, OR
 189 (2) Terminate this Agreement in writing by notice to Seller, in which case all deposit monies paid on
 190 account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.
- 191 9. **WOOD INFESTATION INSPECTION CONTINGENCY (1-02)**
 192 WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for wood infestation by a
 193 certified Pest Control Operator. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of
 194 this Agreement.
 195 ELECTED
 196 (A) Within _____ DAYS (15 days if not specified) of the execution of this Agreement, Buyer, at Buyer's expense, will
 197 obtain a written "Wood-Destroying Insect Infestation Inspection Report" from a certified Pest Control Operator and will
 198 deliver it and all supporting documents and drawings provided by the Pest Control Operator to Seller. The report is to be
 199 made satisfactory to and in compliance with applicable laws, mortgage lenders, and/or Federal Insuring and Guaranteeing
 200 Agency requirements, if any. The inspection will include all readily visible and accessible areas of all structures on the
 201 Property except the following structures, which will not be inspected:
 202 _____
 203 (B) If the inspection reveals evidence of active infestation(s), Seller agrees, at Seller's expense and before settlement, to treat for
 204 active infestation(s), in accordance with applicable laws.
 205 (C) If the inspection reveals damage from active infestation(s) or previous infestation(s), Buyer, at Buyer's expense, has the option
 206 to obtain a written report by a professional contractor, home inspection service, or structural engineer that is limited to
 207 structural damage to the Property caused by wood-destroying organisms and a proposal to repair the damage. Buyer will
 208 deliver the structural damage report and corrective proposal to Seller within 7 DAYS of delivering the original
 209 inspection report.
 210 (D) Within 5 DAYS of receiving the structural damage report and corrective proposal, Seller will advise Buyer whether
 211 Seller will repair, at Seller's expense and before settlement, any structural damage from active or previous infestation(s).
 212 (E) If Seller chooses to repair structural damage revealed by the report, Buyer agrees to accept the Property as repaired and agrees
 213 to the RELEASE set forth in paragraph 25 of this Agreement.
 214 (F) If Seller chooses not to repair structural damage revealed by the report **or fails to respond within the time given**, Buyer,

- 215 within 5 DAYS, will notify Seller in writing of Buyer's choice to:
- 216 1. Accept the Property with the defects revealed by the inspection, without abatement of price, and agree to the RELEASE
- 217 set forth in paragraph 25 of this Agreement, OR
- 218 2. Make the repairs before settlement, if required by the mortgage lender, if any, at Buyer's expense and with Seller's
- 219 permission, which will not be unreasonably withheld, in which case Buyer accepts the Property and agrees to the
- 220 RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to make the repairs, Buyer
- 221 may, within 5 DAYS of Seller's denial, terminate this Agreement in writing, in which case all deposit
- 222 monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
- 223 3. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned
- 224 promptly to Buyer and this Agreement will be VOID.

225 **10. RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT NOTICE REQUIRED FOR PROPERTIES**

226 **BUILT BEFORE 1978 (1-02)**

227 NOT APPLICABLE

228 APPLICABLE

229 (A) **Seller represents that** Seller has no knowledge concerning the presence of lead-based paint and/or lead-based paint

230 hazards in or about the Property, unless checked below.

231 Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.

232 (Provide the basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the

233 painted surfaces, and other available information concerning Seller's knowledge of the presence of lead-based paint

234 and/or lead-based paint hazards.)

236 (B) **Records/Reports:** Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or

237 about the Property, unless checked below.

238 Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint

239 hazards in or about the Property. (List documents)

241 (C) **Buyer's Acknowledgment:** Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read

242 the Lead Warning Statement contained in this Agreement (See Environmental Notices). Buyer has reviewed Seller's

243 disclosure of known lead-based paint and/or lead-based paint hazards, as identified in paragraph 10(A) and has received the

244 records and reports pertaining to lead-based paint and/or lead-based paint hazards identified in paragraph 10(B).

245 **Buyer's Initials** _____ **Date** _____

246 (D) **RISK ASSESSMENT/INSPECTION:** Buyer acknowledges that before Buyer is obligated to buy a residential dwelling

247 built before 1978, Buyer has 10 DAYS to conduct a risk assessment or inspection of the Property for the

248 presence of lead-based paint and/or lead-based paint hazards.

249 **WAIVED.** Buyer understands that Buyer has the right to conduct a risk assessment or inspection of the Property to

250 determine the presence of lead-based paint and/or lead-based paint hazards. BUYER WAIVES THIS RIGHT and agrees to

251 the RELEASE set forth in paragraph 25 of this Agreement.

252 **ELECTED**

253 1. Buyer, at Buyer's expense, chooses to obtain a risk assessment and/or inspection of the Property for lead-based paint

254 and/or lead-based paint hazards. The risk assessment and/or inspection will be completed within 10 DAYS

255 of the execution of this Agreement.

256 2. **Within the time set forth above for obtaining the risk assessment and/or inspection of the Property for**

257 **lead-based paint and/or lead-based paint hazards, Buyer may deliver to Seller** _____ a written list of the specific

258 hazardous conditions cited in the report and those corrections requested by Buyer, along with a copy of the risk

259 assessment and/or inspection report.

260 3. Seller may, within 7 DAYS of receiving the list and report(s), submit a written corrective proposal to Buyer.

261 The corrective proposal will include, but not be limited to, the name of the remediation company and a projected

262 completion date for corrective measures. Seller will provide certification from a risk assessor or inspector that

263 corrective measures have been satisfactorily completed on or before the projected completion date.

264 4. Upon receiving the corrective proposal, Buyer, within 5 DAYS, will:

265 a. Accept the corrective proposal and the Property in writing, and agree to the RELEASE set forth in paragraph

266 25 of this Agreement, OR

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

268 be returned promptly to Buyer and this Agreement will be VOID.

269 5. **Should Seller fail to submit a written corrective proposal within the time set forth** _____ in paragraph 10(D)3 of this

270 Agreement, Buyer, within 5 DAYS, will:

271 a. Accept the Property in writing, and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR

272 b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price

273 will be returned promptly to Buyer and this Agreement will be VOID.

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

275 **constitute a WAIVER of this contingency and Buyer accepts the Property and agrees to the RELEASE set forth**

in paragraph 25 of this Agreement.

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

11. STATUS OF RADON (1-02)

(A) **Seller represents that** Seller has no knowledge concerning the presence or absence of radon unless checked below.

- 1. Seller has knowledge that the Property was tested on the dates, by the methods (e.g., charcoal canister, alpha track, etc.), and with the results of all tests indicated below:

DATE	TYPE OF TEST	RESULTS (picocuries/liter or working levels)
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COPIES OF ALL AVAILABLE TEST REPORTS will be delivered to Buyer with this Agreement. SELLER DOES NOT WARRANT EITHER THE METHODS OR RESULTS OF THE TESTS.

- 2. Seller has knowledge that the Property underwent radon reduction measures on the date(s) and by the method(s) indicated below:

DATE	RADON REDUCTION METHOD
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(B) RADON INSPECTION CONTINGENCY

WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for radon by a certified inspector (see Environmental Notices: Radon). BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

ELECTED. Buyer, at Buyer's expense, has the option to obtain, from a certified inspector, a radon test of the Property, and will deliver a copy of the test report to Seller within _____ DAYS (15 days if not specified) of the execution of this Agreement. (See Environmental Notices: Radon)

- 1. If the test report reveals the presence of radon below 0.02 working levels (4 picocuries/liter), Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.
- 2. If the test report reveals the presence of radon at or exceeding 0.02 working levels (4 picocuries/liter), Buyer will, within 7 DAYS of receipt of the test results:

Option 1

- a. Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement, 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, OR
- c. Submit a written, corrective proposal to Seller. The corrective proposal will include, but not be limited to, the name of the certified mitigation company; provisions for payment, including retests; and a projected completion date for corrective measures.

(1) Within 5 DAYS of receiving the corrective proposal, Seller will:

- (a) Agree to the terms of the corrective proposal in writing, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
- (b) Not agree to the terms of the corrective proposal.

(2) Should Seller not agree to the terms of the corrective proposal or if Seller **fails to respond within the time given**, Buyer will, within 5 DAYS, elect to:

- (a) Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement, 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.

Option 2

- a. Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
- b. Submit a written, corrective proposal to Seller. The corrective proposal will include, but not be limited to, the name of the certified mitigation company; provisions for payment, including retests; and a projected completion date for corrective measures. Seller will pay a maximum of \$ _____ toward the total cost of remediation and retests, which will be completed by settlement.

(1) If the total cost of remediation and retests EXCEEDS the amount specified in paragraph 11(B) (Option 2) b, Seller will, within 5 DAYS of receipt of the cost of remediation, notify Buyer in writing of Seller's choice to:

- (a) Pay for the total cost of remediation and retests, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
- (b) Contribute toward the total cost of remediation and retests only the amount specified in paragraph 11(B) (Option 2) b.

(2) If Seller chooses not to pay for the total cost of remediation and retests, or if Seller **fails to choose either option within the time given**, Buyer will, within 5 DAYS, notify Seller in writing of Buyer's choice to:

- (a) Pay the difference between Seller's contribution to remediation and retests and the actual cost thereof, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
- (b) 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.

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12. STATUS OF WATER (1-02)

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

- Public Water
- On-site Water
- Community Water
- None

(B) WATER SERVICE INSPECTION CONTINGENCY

WAIVED. Buyer acknowledges that Buyer has the option to request an inspection of the water service for the Property. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

ELECTED

1. Buyer has the option, within _____ DAYS (15 days if not specified) of the execution of this Agreement and at Buyer's expense, to deliver to Seller a written inspection report by a qualified, professional water testing company of the quality and/or quantity of the water service.
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 inspection company. Seller also agrees to restore the Property, at Seller's expense, prior to settlement.
3. If the report reveals that the water service does not meet the minimum standards of any applicable governmental authority and/or fails to satisfy the requirements for quality and/or quantity set by the mortgage lender, if any, then Seller will, within 7 DAYS of receipt of the report, notify Buyer in writing of Seller's choice to:
 - a. Upgrade the water service to the minimum acceptable levels, before settlement, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
 - b. Not upgrade the water service.
4. If Seller chooses not to upgrade the service to minimum acceptable levels, or **fails to respond within the time given**, Buyer will, within 5 DAYS, either:
 - a. Accept the Property and the water service and, if required by the mortgage lender, if any, and/or any governmental authority, upgrade the water service before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at Buyer's expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to upgrade the water service, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement in writing. If Buyer terminates this Agreement, 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.

13. STATUS OF SEWER (1-02)

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

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

(B) 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 25 of this Agreement.

ELECTED

1. Buyer has the option, within _____ DAYS (15 days if not specified) 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 7 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 25 of this Agreement, OR

- 397 b. Not correct the defects.
 398 4. If Seller chooses not to correct the defects, or if Seller **fails to respond within the time given**, Buyer will, within
 399 5 DAYS, either:
 400 a. Accept the Property and the system and, if required by the mortgage lender, if any, and/or any governmental
 401 authority, correct the defects before settlement or within the time required by the mortgage lender, if any,
 402 and/or any governmental authority, at Buyer's sole expense and with Seller's permission, which will not be
 403 unreasonably withheld, and agree to the RELEASE set forth in paragraph 25 of this Agreement. If Seller
 404 denies Buyer permission to correct the defects, Buyer may, within 5 DAYS of Seller's denial,
 405 terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will
 406 be returned promptly to Buyer and this Agreement will be VOID, OR
 407 b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will
 408 be returned promptly to Buyer and this Agreement will be VOID.
 409 5. If the report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may,
 410 within 25 DAYS of receipt of the report, submit a corrective proposal to Buyer. The corrective proposal
 411 will include, but not be limited to, the name of the remediation company; provisions for payment, including retests;
 412 and a projected completion date for corrective measures. Within 5 DAYS of receiving Seller's corrective
 413 proposals, or **if no corrective proposal is received within the time given**, Buyer will:
 414 a. Agree to the terms of the corrective proposal, if any, in writing, in which case Buyer accepts the Property and
 415 agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
 416 b. Accept the Property and the system and, if required by the mortgage lender, if any, and/or any governmental
 417 authority, correct the defects before settlement or within the time required by the mortgage lender, if any,
 418 and/or any governmental authority, at Buyer's sole expense and with Seller's permission, which will not be
 419 unreasonably withheld, and agree to the RELEASE set forth in paragraph 25 of this Agreement. If Seller
 420 denies Buyer permission to correct the defects, Buyer may, within 5 DAYS of Seller's denial,
 421 terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will
 422 be returned promptly to Buyer and this Agreement will be VOID, OR
 423 c. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will
 424 be returned promptly to Buyer and this Agreement will be VOID.

425 **14. NOTICES, ASSESSMENTS & CERTIFICATES OF OCCUPANCY (1-02)**

- 426 (A) Seller represents, as of Seller's execution of this Agreement, that no public improvement, condominium or homeowner
 427 association assessments have been made against the Property which remain unpaid and that no notice by any government or
 428 public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning,
 429 housing, building, safety or fire ordinances which remain uncorrected, and that Seller knows of no condition that would
 430 constitute violation of any such ordinances which remains uncorrected, unless otherwise specified here:
 431 _____
 432 (B) Seller knows of no other potential notices (including violations) and assessments except as follows:
 433 _____
 434 (C) In the event any notices (including violations) and assessments are received after execution of this Agreement and before
 435 settlement, Seller will notify Buyer in writing, within 5 DAYS of receiving the notice or assessment, that Seller will:
 436 1. Comply with notices and assessments at Seller's expense, in which case Buyer accepts the Property and agrees to the
 437 RELEASE set forth in paragraph 25 of this Agreement, OR
 438 2. Not comply with notices and assessments at Seller's expense.
 439 3. If Seller chooses not to comply with notices and assessments, or **fails within the time given to notify Buyer if Seller**
 440 **will comply**, Buyer will notify Seller within 5 DAYS in writing that Buyer will either:
 441 a. Comply with the notices and assessments at Buyer's expense and agree to the RELEASE set forth in paragraph
 442 25 of this Agreement, OR
 443 b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned
 444 promptly to Buyer and this Agreement will be VOID.
 445 **If Buyer fails to notify Seller within the time given, Buyer accepts the Property and agrees to the**
 446 **RELEASE set forth in paragraph 25 of this Agreement.**
 447 (D) Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of
 448 Transportation.
 449 (E) If required by law, within 15 DAYS of the execution of this Agreement Seller will order for delivery to Buyer,
 450 on or before settlement:
 451 1. A certification from the appropriate municipal department or departments disclosing notice of any uncorrected violation
 452 of zoning, housing, building, safety or fire ordinances, AND/OR
 453 2. A certificate permitting occupancy of the Property. In the event repairs/improvements are required for the issuance of
 454 the certificate, Seller will, within 5 DAYS of Seller's receipt of the requirements, notify Buyer of the
 455 requirements and whether Seller will make the required repairs/improvements at Seller's expense.
 456 If Seller chooses to make the required repairs/improvements, Buyer agrees to accept the Property as repaired and agrees to

the RELEASE set forth in paragraph 25 of this Agreement. If Seller chooses not to make the required repairs/improvements, Buyer will, within 5 DAYS, notify Seller in writing of Buyer's choice to terminate this Agreement OR make the repairs/improvements at Buyer's expense and with Seller's permission, which will not be unreasonably withheld. If Seller denies Buyer permission to make the required repairs or if **Seller fails to respond within the time given**, Buyer may, within 5 DAYS, 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.

463 **15. TITLE, SURVEYS, & COSTS (1-02)**

- 464 (A) The Property is to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER the
465 following: existing deed restrictions, historic preservation restrictions or ordinances, building restrictions, ordinances,
466 easements of roads, easements visible upon the ground, easements of record, privileges or rights of public service companies,
467 if any; otherwise the title to the above described real estate will be good and marketable and such as will be insured by a
468 reputable Title Insurance Company at the regular rates.
- 469 (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics lien insurance, or fee for cancellation
470 of same, if any; (2) Flood insurance, fire insurance with extended coverage, mine subsidence insurance, and fee for
471 cancellation of same, if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any; (4) Buyer's
472 customary settlement costs and accruals.
- 473 (C) Any survey or surveys which may be required by the Title Insurance Company or the abstracting attorney for the preparation
474 of an adequate legal description of the Property (or the correction thereof) will be secured and paid for by Seller. Any
475 survey or surveys desired by Buyer or required by the mortgage lender will be secured and paid for by Buyer.
- 476 (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
477 at the regular rates, as specified in paragraph 15(A), Buyer will have the option of: (1) taking such title as Seller can give
478 with no change to the purchase price; or (2) being repaid all monies paid by Buyer to Seller on account of purchase price
479 and being reimbursed by Seller for any costs incurred by Buyer for any inspections or certifications obtained according to
480 the terms of the Agreement, and for those items specified in paragraph 15(B) items (1), (2), (3) and in paragraph 15(C), in
481 which case there will be no further liability or obligation on either of the parties hereto and this Agreement will become VOID.

482 **16. ZONING CLASSIFICATION (1-02)**

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

487 **Zoning Classification:** _____

- 488 ELECTED. Within 15 DAYS of the execution of this Agreement, Buyer will verify that the existing use of the
489 Property as _____ is permitted.
490 In the event the use is not permitted, **Buyer will, within the time given for verification**, notify Seller in writing that the
491 existing use of the Property is not permitted and this Agreement will be VOID, in which case all deposit monies paid on
492 account of purchase price will be returned promptly to Buyer. **Buyer's failure to respond within the time given will**
493 **constitute a WAIVER of this contingency and all other terms of this Agreement remain in full force and effect.**

494 **17. COAL NOTICE**

- 495 NOT APPLICABLE
496 APPLICABLE

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

507 **18. POSSESSION (1-02)**

- 508 (A) Possession is to be delivered by deed, keys and:
509 1. Physical possession to vacant Property free of debris, with all structures broom-clean, at day and time of settlement,
510 AND/OR
511 2. Assignment of existing lease(s), together with any security deposits and interest, at time of settlement, if Property is
512 leased at the execution of this Agreement or unless otherwise specified herein. Buyer will acknowledge existing
513 lease(s) by initialing said lease(s) at time of execution of this Agreement.
- 514 (B) Seller will not enter into any new leases, written extension of existing leases, if any, or additional leases for the Property
515 without the written consent of Buyer.

516 **19. RECORDING (3-85)** This Agreement will not be recorded in the Office for the Recording of Deeds or in any other office or
517 place of public record and if Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a

518 breach of this Agreement.

519 20. **ASSIGNMENT (3-85)** This Agreement will be binding upon the parties, their respective heirs, personal representatives,
520 guardians and successors, and to the extent assignable, on the assigns of the parties hereto, it being expressly understood,
521 however, that Buyer will not transfer or assign this Agreement without the written consent of Seller.

522 21. **DEPOSIT & RECOVERY FUND (1-02)**

- 523 (A) Deposits paid by Buyer within 30 DAYS of settlement will be by cash, cashier's or certified check. Deposits,
524 regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker or party
525 identified in paragraph 3(B), who will retain them in an escrow account until consummation or termination of this
526 Agreement in conformity with all applicable laws and regulations. Any uncashed check tendered as deposit monies may
527 be held pending the acceptance of this offer.
- 528 (B) Upon termination of this Agreement, the Broker holding the deposit monies will release the deposit monies in accordance
529 with the terms of a fully executed written agreement between Buyer and Seller.
- 530 (C) In the event of a dispute over entitlement to deposit monies, a broker holding the deposit monies is required by the Rules
531 and Regulations of the State Real Estate Commission (49 Pa. Code §35.327) to retain the monies in escrow until the dispute
532 is resolved. In the event of litigation for the return of deposit monies, a broker will distribute the monies as directed by a final
533 order of court or the written Agreement of the parties. Buyer and Seller agree that, in the event any broker or affiliated
534 licensee is joined in litigation for the return of deposit monies, the attorneys' fees and costs of the broker(s) and licensee(s)
535 will be paid by the party joining them.
- 536 (D) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a
537 Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been
538 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call
539 (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

540 22. **CONDOMINIUM / PLANNED COMMUNITY (HOMEOWNER ASSOCIATION) RESALE NOTICE (1-02)**

- 541 NOT APPLICABLE
- 542 APPLICABLE: CONDOMINIUM. Buyer acknowledges that the Property is a unit of a condominium that is primarily run
543 by a unit owners' association. §3407 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer
544 with a Certificate of Resale and copies of the condominium declaration (other than plats and plans), the bylaws, and the
545 rules and regulations of the association.
- 546 APPLICABLE: PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). Buyer acknowledges that the Property is
547 part of a planned community as defined by the Uniform Planned Community Act. (See Definition of Planned Community
548 Notice). §5407(a) of the Act requires Seller to furnish Buyer with a copy of the Declaration (other than plats and plans), the
549 bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in §5407(a) of the
550 Act.

551 **THE FOLLOWING APPLIES TO PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED**
552 **COMMUNITY.**

- 553 (A) Within 15 DAYS of the execution of this Agreement, Seller will submit a request to the association for a Certificate
554 of Resale and the documents necessary to enable Seller to comply with the Act. The Act provides that the association is
555 required to provide these documents within 10 days of Seller's request.
- 556 (B) Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to
557 Buyer for the failure or delay of the association to provide the Certificate in a timely manner, nor is Seller liable to Buyer
558 for any erroneous information provided by the association and included in the Certificate.
- 559 (C) Buyer may declare this Agreement VOID at any time before Buyer's receipt of the association documents and for 5 days
560 thereafter, OR until settlement, whichever occurs first. Buyer's notice declaring this Agreement void must be in writing;
561 thereafter all deposit monies will be returned to Buyer.
- 562 (D) In the event the association has the right to buy the Property (right of first refusal), and the association exercises that right,
563 Seller will reimburse Buyer for all monies paid by Buyer on account of purchase price and for any costs incurred by Buyer
564 for: (1) Title search, title insurance and/or mechanics lien insurance, or fee for cancellation of same, if any; (2) Flood
565 insurance and/or fire insurance with extended coverage, mine subsidence insurance, or fee for cancellation of same, if
566 any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any.

567 23. **MAINTENANCE & RISK OF LOSS (1-02)**

- 568 (A) Seller will maintain the Property, grounds, fixtures, and any personal property specifically scheduled herein in its present
569 condition, normal wear and tear excepted.
- 570 (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,
571 Seller will promptly notify Buyer in writing of Seller's choice to:
- 572 1. Repair or replace the failed system or appliance before settlement or credit Buyer at settlement for the fair market value
573 of the failed system or appliance (this option must be acceptable to the mortgage lender, if any). In each case, Buyer
574 accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
 - 575 2. Not repair or replace the failed system or appliance, and not credit Buyer at settlement for the fair market value of the
576 failed system or appliance. If Seller does not repair, replace or offer a credit for the failed system or appliance,
577 **or if Seller fails to notify Buyer of Seller's choice,** Buyer will notify Seller in writing within
578 5 DAYS or before settlement, whichever is sooner, that Buyer will:

- 579 a. Accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
580 b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned
581 promptly to Buyer and this Agreement will be VOID.
582 (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
583 casualties to any property included in this sale that is not repaired or replaced prior to settlement, Buyer will have the option
584 of rescinding this Agreement and promptly receiving all monies paid on account of purchase price or of accepting the
585 Property in its then condition together with the proceeds of any insurance recovery obtainable by Seller. Buyer is hereby
586 notified that Buyer may insure Buyer's equitable interest in this Property as of the time of execution of this Agreement.

587 **24. WAIVER OF CONTINGENCIES (1-02)**

588 If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, **Buyer's failure to exercise any of**
589 **Buyer's options within the time limits set forth in this Agreement will constitute a WAIVER of that contingency and**
590 **Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.**

591 **25. RELEASE (1-02)**

592 **Buyer hereby releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES,**
593 **and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM, or CORPORATION who may be**
594 **liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and**
595 **property damage and all of the consequences thereof, whether now known or not, which may arise from the presence of**
596 **termites or other wood-boring insects, radon, lead-based paint hazards, environmental hazards, any defects in the**
597 **individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions**
598 **on the Property. Should Seller be in default under the terms of this Agreement, this release does not deprive Buyer of**
599 **any rights to pursue any remedies that may be available under law or equity. This release will survive settlement.**

600 **26. REPRESENTATIONS (1-02)**

- 601 (A) Buyer understands that any representations, claims, advertising, promotional activities, brochures or plans of any kind made
602 by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly
603 incorporated or stated in this Agreement. It is further understood that this Agreement contains the whole agreement
604 between Seller and Buyer and there are no other terms, obligations, covenants, representations, statements or conditions,
605 oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this Agreement will not be altered, amended,
606 changed, or modified except in writing executed by the parties.
607 (B) **It is understood that Buyer has inspected the Property before signing this Agreement (including fixtures and any**
608 **personal property specifically scheduled herein), or has waived the right to do so, and has agreed to purchase the**
609 **Property in its present condition unless otherwise stated in this Agreement. Buyer acknowledges that Brokers, their**
610 **licensees, employees, officers or partners have not made an independent examination or determination of the**
611 **structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted**
612 **uses, or of conditions existing in the locale where the Property is situated; nor have they made a mechanical**
613 **inspection of any of the systems contained therein.**
614 (C) Any repairs required by this Agreement will be completed in a workmanlike manner.
615 (D) Broker(s) may perform services to assist unrepresented parties in complying with the terms of this Agreement.
616 (E) The headings, captions, and line numbers in this Agreement are meant only to make it easier to find the paragraphs.

617 **27. DEFAULT (1-02)**

- 618 (A) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
619 1. Fail to make any additional payments as specified in paragraph 3; OR
620 2. Furnish false or incomplete information to Seller, Broker(s), or the mortgage lender, if any, concerning Buyer's legal or
621 financial status, or fail to cooperate in the processing of the mortgage loan application, which acts would result in the
622 failure to obtain the approval of a mortgage loan commitment; OR
623 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
624 (B) **Unless otherwise checked in paragraph 27 (C),** Seller may elect to retain those sums paid by Buyer, including deposit
625 monies, in one of the following manners:
626 1. On account of purchase price, OR
627 2. As monies to be applied to Seller's damages, OR
628 3. As liquidated damages for such breach.
629 (C) Seller is limited to retaining sums paid by Buyer, including deposit monies, as liquidated damages.
630 (D) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to paragraph 27 (B) or
631 (C), Buyer and Seller will be released from further liability or obligation and this Agreement will be VOID.

632 **28. MEDIATION (7-96)**

- 633 NOT AVAILABLE
634 WAIVED. Buyer and Seller understand that they may choose to mediate at a later date, should a dispute arise, but that
635 there will be no obligation on the part of any party to do so.
636 ELECTED
637 (A) Buyer and Seller will try to resolve any dispute or claim that may arise from this Agreement through mediation,
638 in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. Any
639 agreement reached through a mediation conference and signed by the parties will be binding.

- 640 (B) Buyer and Seller acknowledge that they have received, read, and understand the Rules and Procedures of the Home
- 641 Sellers/Home Buyers Dispute Resolution System. (See Mediation Notice.)
- 642 (C) This agreement to mediate disputes arising from this Agreement will survive settlement.

643 **29. SPECIAL CLAUSES (1-02)**

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

- | | |
|---|---|
| 645 <input type="checkbox"/> Sale & Settlement of Other Property | <input type="checkbox"/> Settlement of Other Property Contingency Addendum (PAR Form SOP) |
| 646 <input type="checkbox"/> Contingency Addendum (PAR Form SSP) | <input type="checkbox"/> Tenant-Occupied Property Addendum (PAR Form TOP) |
| 647 <input type="checkbox"/> Sale & Settlement of Other Property | <input type="checkbox"/> _____ |
| 648 <input type="checkbox"/> Contingency with Right to Continue | <input type="checkbox"/> _____ |
| 649 <input type="checkbox"/> Marketing Addendum (PAR Form SSP-CM) | <input type="checkbox"/> _____ |

650 **(B)**

651 _____

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

653 **NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Return by facsimile**

654 **transmission (FAX) of this Agreement, and all addenda, bearing the signatures of all parties, constitutes acceptance of this**

655 **Agreement. Parties to this transaction are advised to consult an attorney before signing if they desire legal advice.**

- 656 Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.
- 657 Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.
- 658 Buyer has read and understands the notices and explanatory information set forth in this Agreement.
- 659 Buyer has received a Seller's Property Disclosure Statement before signing this Agreement, if required by law (see
- 660 **Information Regarding the Real Estate Seller Disclosure Law).**
- 661 Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money)
- 662 **before signing this Agreement.**

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

664 _____

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

666 **WITNESS** _____ **BUYER** _____ **DATE** _____

667

668 Seller hereby approves the above contract this (date) _____.

669 In consideration of the services rendered in procuring the Buyer, Seller agrees to pay the named Broker for Seller a fee of _____ of/from the herein specified sale price. In the event the Buyer defaults hereunder, any monies paid on account will be divided _____, Seller, _____, Broker for Seller, but in no event will the sum paid to the Broker for Seller exceed the above specified Broker's fee.

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

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

674 _____

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

WITNESS _____ SELLER _____ DATE _____

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

681 **Regarding Lead-Based Paint Hazards Disclosure: Required if Property was built before 1978:** The undersigned Licensees
682 involved in this transaction, on behalf of themselves and their brokers, certify that their statements are true to the best of their
683 knowledge and belief.

684 **Acknowledgment:** The Licensees involved in this transaction have informed Seller of Seller's obligations under The Residential
685 Lead-Based Paint Hazard Reduction Act, 42 U.S.C. § 4852(d), and are aware of their responsibility to ensure compliance.

686
687 **Regarding FHA Mortgages:** The undersigned Licensees involved in this transaction, on behalf of themselves and their
688 brokers, certify that the terms of this contract for purchase are true to the best of their knowledge and belief, and that any other
689 agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

690
691 **Regarding Mediation:** The undersigned Broker for Seller Broker for Buyer agree to submit to mediation in accordance
692 with paragraph 28 of this Agreement.

693
694 **BROKER FOR SELLER (Company Name)** _____

695 **ACCEPTED BY** _____ **DATE** _____

696
697 **BROKER FOR BUYER (Company Name)** _____

698 **ACCEPTED BY** _____ **DATE** _____