

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

ASMH

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

PARTIES

BUYER(S): _____

SELLER(S): _____

BUYER'S MAILING ADDRESS:

SELLER'S MAILING ADDRESS:

PROPERTY

PROPERTY ADDRESS (including lot #): _____

_____ ZIP _____,
in the municipality of _____, County of _____,
in the School District of _____, in the Commonwealth of Pennsylvania.
Identification (e.g., Tax Assessment #; Parcel #; Park Name, Manufacturer, Model, Model year, Serial/VIN): _____

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER

No Business Relationship (Buyer is not represented by a broker)

Broker (Company) _____

Licensee(s) (Name) _____

Company Address _____

Direct Phone(s) _____

Company Phone _____

Cell Phone(s) _____

Company Fax _____

Fax _____

Broker is:

Email _____

Buyer Agent (Broker represents Buyer only)

Licensee(s) is:

Dual Agent (See Dual and/or Designated Agent box below)

Buyer Agent with Designated Agency

Buyer Agent without Designated Agency

Dual Agent (See Dual and/or Designated Agent box below)

Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER

No Business Relationship (Seller is not represented by a broker)

Broker (Company) _____

Licensee(s) (Name) _____

Company Address _____

Direct Phone(s) _____

Company Phone _____

Cell Phone(s) _____

Company Fax _____

Fax _____

Broker is:

Email _____

Seller Agent (Broker represents Seller only)

Licensee(s) is:

Dual Agent (See Dual and/or Designated Agent box below)

Seller Agent with Designated Agency

Seller Agent without Designated Agency

Dual Agent (See Dual and/or Designated Agent box below)

Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)

DUAL AND/OR DESIGNATED AGENCY

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

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

Buyer Initials: _____

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Seller Initials: _____



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2/12

1 **1. By this Agreement**, dated _____,
2 Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified mobile/manufactured home and
3 accessory structures.

4 **2. PURCHASE PRICE AND DEPOSITS (2-12)**
5 (A) Purchase Price \$ _____
6 _____
7 _____ U.S. Dollars), to be paid by Buyer as follows:
8 1. Deposit at signing of this Agreement: \$ _____
9 2. Deposit within _____ days of the Execution Date of this Agreement: \$ _____
10 3. _____ \$ _____
11 4. Remaining balance will be paid at settlement.

12 (B) **All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer**
13 **within 30 DAYS of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by per-**
14 **sonal check.**

15 (C) Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller
16 (unless otherwise stated here: _____),
17 who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termi-
18 nation of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the
19 State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.

20 **3. SELLER ASSIST (If Applicable) (2-12)**
21 Seller will pay \$ _____ or _____ % of Purchase Price (0 if not specified) toward
22 Buyer's costs, as permitted by the lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by
23 lender.

24 **4. LOT (12/07)**
25 (A) Within 15 DAYS from the Execution Date of this Agreement, Buyer will submit a completed lot rental application to the manu-
26 factured home community owner or his authorized agent, if applicable, otherwise to the owner of the land on which the Property is
27 located (called "Lot Owner"). **this agreement is contingent upon the approval of Buyer's application by lot Owner.**
28 Owner/Manager _____
29 Address _____
30 Phone/Fax number(s) _____

31 (B) Within 15 DAYS of Buyer's application, Buyer will notify Seller in writing of Lot Owner's decision to accept or reject Buyer's lot
32 rental application.

33 (C) If Buyer's application is rejected, all deposit monies will be returned to Buyer according to the terms of paragraph 22 and this Agreement
34 will be VOID.

35 (D) Current monthly lot rental fee: \$ _____, which includes the following additional services:
36 Water Sewer Trash
37 Basic Cable television _____ _____

38 **5. SETTLEMENT AND POSSESSION (2-12)**
39 (A) Settlement Date is _____, or before if Buyer and Seller agree.
40 (B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless
41 Buyer and Seller agree otherwise.
42 (C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable:
43 current taxes (see Notice Regarding Real Estate Taxes); rents; interest on loan assumptions; water and/or sewer fees; refuse fees;
44 cable television fees. All charges will be pro-rated for the period(s) covered. Seller will pay up to and including the date of settle-
45 ment and Buyer will pay for all days following settlement, unless otherwise stated here: _____
46 _____

47 (D) Possession is to be delivered by title, existing keys and physical possession to a vacant Property free of debris, with all structures
48 broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property
49 is subject to a lease.
50 (E) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by title, existing keys and
51 assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller
52 will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will
53 acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.
54 **Tenant-Occupied Property Addendum (PAR Form TOP) is attached.**

55 **6. DATES/TIME IS OF THE ESSENCE (2-12)**
56 (A) Written acceptance of all parties will be on or before: _____
57 (B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the
58 essence and are binding.
59 (C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by sign-
60 ing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding
61 the day this Agreement was executed and including the last day of the time period. **All changes to this Agreement should be ini-**
62 **tialed and dated.**
63 (D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agree-
64 ment of the parties.

65 Buyer Initials: _____ ASMH Page 2 of 9 Seller Initials: _____
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66 (E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms
67 and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable
68 to all parties.

69 **7. ZONING (5-01)**

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

73 **Zoning Classification:** _____

74 **8. FIXTURES AND PERSONAL PROPERTY (2-12)**

75 (A) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, and other items including
76 plumbing; heating; radiator covers; lighting fixtures (including chandeliers and ceiling fans); pool and spa equipment (including
77 covers and cleaning equipment); skirting, steps, electric animal fencing systems (excluding collars); garage door openers and
78 transmitters; television antennas; unpotted shrubbery, plantings and trees; any remaining heating and cooking fuels stored on the
79 Property at the time of settlement; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences; mail-
80 boxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware,
81 shades and blinds; awnings; built-in air conditioners; built-in appliances; the range/oven, unless otherwise stated; and, if owned,
82 water treatment systems, propane tanks, satellite dishes and security systems. Also included: _____
83

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

86 (C) EXCLUDED fixtures and items: _____
87

88 **9. FINANCING CONTINGENCY (2-12)**

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

91 ELECTED.

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

- 93 1. Loan Amount \$ _____
94 2. Minimum Term _____ years
95 3. Interest rate _____ % ;however, **Buyer agrees to accept the interest rate as may be committed by the lender**, not to exceed
96 a maximum interest rate of _____ %.
97 4. Lender _____

98 (B) Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed, written loan
99 application (including payment for and ordering of appraisal and credit reports without delay, at the time required by lender) for
100 the loan terms and to the lender identified in Paragraph 9(A), if any, otherwise to a responsible lender of Buyer's choice. Broker
101 for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the lender to assist in the loan process.

102 (C) **Buyer will be in default of this Agreement if Buyer furnishes false information to anyone concerning Buyer's financial
103 and/or employment status, fails to cooperate in good faith with processing the loan application (including delay of the
104 appraisal), or otherwise causes the lender to reject, refuse to approve or issue a loan commitment.**

- 105 (D) 1. **Loan Commitment Date:** _____. Upon receiving a mortgage commitment, Buyer will promptly
106 deliver a copy of the commitment to Seller.
107 2. If Seller does not receive a copy of the loan commitment by the Loan Commitment Date, Seller may terminate this Agreement
108 by written notice to Buyer. Seller's right to terminate continues until Buyer delivers a loan commitment to Seller. Until Seller
109 terminates this Agreement, Buyer is obligated to make a good-faith effort to obtain loan financing.
110 3. Seller may terminate this Agreement by written notice to Buyer after the Loan Commitment Date if the loan commitment:
111 a. Does not satisfy the terms of Paragraph 9(A), OR
112 b. Contains any condition not specified in this Agreement (e.g., the Buyer must settle on another property, an appraisal must
113 be received by the lender, or the loan commitment is not valid through the Settlement Date) that is not satisfied and/or
114 removed in writing by the lender within 7 DAYS after the Loan Commitment Date in Paragraph 9(D)(1), or any exten-
115 sion thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, con-
116 firming employment).
117 4. If this Agreement is terminated pursuant to Paragraphs 9(D)(2) or (3), or the loan is not obtained for settlement, all deposit
118 monies will be returned to Buyer according to the terms of Paragraph 22 and this Agreement will be VOID. Buyer will be
119 responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this
120 Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee
121 for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation;
122 (3) Appraisal fees and charges paid in advance to lender.

123 (E) If the lender, or a property and casualty insurer providing insurance required by the lender, requires repairs to the Property, Buyer
124 will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5 DAYS of receiving the copy of
125 the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's expense.

- 126 1. If Seller makes the required repairs to the satisfaction of the lender and/or insurer, Buyer accepts the Property and agrees to
127 the RELEASE in Paragraph 24 of this Agreement.
128 2. If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will, within 5
129 DAYS, notify Seller of Buyer's choice to:
130 a. Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which
131 will not be unreasonably withheld, OR

132 **Buyer Initials:** _____

Seller Initials: _____

b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 22 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 9(E)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 24 of this Agreement.

10. CHANGE IN BUYER'S FINANCIAL STATUS (2-12)

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

11. SELLER REPRESENTATIONS (2-12)

(A) **Radon Testing and Remediation** (See Notice Regarding Radon)

Seller has no knowledge about the presence or absence of radon unless checked below:

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

Date	Type of Test	Results (picoCuries/liter or working levels)	Name of Testing Service

2. Seller has knowledge that the Property had radon removal system(s) installed as indicated below:

Date Installed	Type of System	Provider

Copies of all available test reports will be delivered to Buyer with this Agreement. Seller does not warrant the methods or the results of radon tests.

(B) **Status of Water**

Seller represents that the Property is served by:

Public Water Community Water On-site Water None _____

(C) **Status of Sewer**

Seller represents that the Property is served by:

Public Sewer Community Sewage Disposal System

Individual On-lot Sewage Disposal System

Holding Tank (see Sewage Notice 3)

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

None

None Available/Permit Limitations in Effect

(D) Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: _____

(G) Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____

(H) Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

12. WAIVER OF CONTINGENCIES (9-05)

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in Paragraph 24 of this Agreement.

13. INSPECTIONS (2-12) (See Notices Regarding Property and Environmental Inspections)

(A) **Rights and Responsibilities**

1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by lender, to surveyors, municipal officials, appraisers and inspectors. All parties and their real estate licensee(s) may attend any inspections.

2. Buyer may make a pre-settlement walk-through inspection of the Property. Buyer's right to this inspection is not waived by any other provision of this Agreement.

3. **Seller will have heating and all utilities (including fuel(s)) on for all inspections/appraisals.**

4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.

5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared.

(B) Buyer waives or elects at Buyer's expense to have the following Inspections, certifications, and investigations (referred to as "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly licensed or otherwise qualified professionals. If the same inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Notice Regarding the Home Inspection Law)

Buyer Initials: _____

Seller Initials: _____

195 (C) For elected Inspection(s), Buyer will, within the Contingency Period(s) stated in Paragraph 14(A), complete Inspections, obtain any
196 Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a
197 Written Corrective Proposal(s) to Seller, according to the terms of Paragraph 14(B).

198 **Home/Property Inspections and Environmental Hazards (mold, etc.)**

199 **Elected** Buyer may conduct an inspection of the Property's structural components; roof; exterior windows and exterior **Waived**
200 _____/_____ doors; exterior siding, Exterior Insulation and Finish Systems, fascia, gutters and downspouts; swimming pools, hot _____/_____
201 tubs and spas; appliances; electrical systems; interior and exterior plumbing; public sewer systems; heating and cool-
202 ing systems; water penetration; electromagnetic fields; wetlands and flood plain delineation; structure square
203 footage; mold and other environmental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks,
204 etc.); and any other items Buyer may select. If Buyer elects to have a home inspection of the Property, as defined in
205 the Home Inspection Law, the home inspection must be performed by a full member in good standing of a national
206 home inspection association, or a person supervised by a full member of a national home inspection association, in
207 accordance with the ethical standards and code of conduct or practice of that association, or by a properly licensed
208 or registered engineer or architect. (See Notice Regarding the Home Inspection Law)

209 **Wood Infestation**

210 **Elected** Buyer may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as **Waived**
211 _____/_____ a wood-destroying pests pesticide applicator and will deliver it and all supporting documents and drawings provid- _____/_____
212 ed by the inspector to Seller. The Report is to be made satisfactory to and in compliance with applicable laws, lender
213 requirements, and/or Federal Insuring and Guaranteeing Agency requirements. The Inspection is to be limited to all
214 readily-visible and accessible areas of all structures on the Property, except fences. If the Inspection reveals active
215 infestation(s), Buyer, at Buyer's Expense, may obtain a Proposal from a wood-destroying pests pesticide applicator
216 to treat the Property. If the Inspection reveals damage from active or previous infestation(s), Buyer may obtain a
217 written Report from a professional contractor, home inspector or structural engineer that is limited to structural dam-
218 age to the Property caused by wood-destroying organisms and a Proposal to repair the Property.

219 **Water Service**

220 **Elected** Buyer may obtain an Inspection of the quality and quantity of the water system from a properly licensed or otherwise **Waived**
221 _____/_____ qualified water/well testing company. If and as required by the inspection company, Seller, at Seller's expense, will _____/_____
222 locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous con-
223 dition, at Seller's expense, prior to settlement.

224 **Property Insurance**

225 **Elected** Buyer may determine the insurability of the Property by making application for property and casualty insurance for **Waived**
226 _____/_____ the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with _____/_____
227 the insurer to assist in the insurance process. If the Property is located in a flood plain, Buyer may be required to
228 carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to Settlement Date.

229 **Deeds, Restrictions and Zoning**

230 **Elected** Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordi- **Waived**
231 _____/_____ nances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the _____/_____
232 Property (such as in-law quarters, apartments, home office, day care) is permitted and may elect to make the
233 Agreement contingent upon an anticipated use. Present use: _____

234 **Lead-Based Paint Hazards (For Properties prior to 1978 only)**

235 **Elected** Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct a **Waived**
236 _____/_____ risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint haz- _____/_____
237 ards unless Buyer waives that right. **Regardless of whether this inspection is elected or waived, the Residential**
238 **Lead-Based Paint Hazard Reduction Act requires a Seller of property built prior to 1978 to provide the**
239 **Buyer with an EPA-approved lead hazards information pamphlet titled Protect Your Family from Lead in**
240 **Your Home, along with a separate form, attached to this Agreement, disclosing Seller's knowledge of lead-**
241 **based paint hazards and any lead-based paint records regarding the Property. (See Notices Regarding**
242 **Residential Lead-Based Paint Hazard Reduction Act)**

243 **Other**

244 **Elected** _____ **Waived**
245 _____/_____ _____/_____
246 _____/_____ _____/_____

247 The Inspections elected above do not apply to the following existing conditions and/or items: _____
248 _____
249 _____

250 **14. INSPECTION CONTINGENCY (2-12)**

251 (A) The Contingency Period is _____ days (10 if not specified) from the Execution Date of this Agreement for each Inspection elect-
252 ed in Paragraph 13(C), except the following:

253 Inspection(s)	Contingency Period
254 _____	_____ days
255 _____	_____ days
256 _____	_____ days
257 _____	_____ days

258 **Buyer Initials:** _____

Seller Initials: _____

- 259 (B) If the result of any Inspection elected in Paragraph 13(C) is unsatisfactory to Buyer, Buyer will, **within the stated contingency**
260 **Period:**
- 261 1. Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 24 of this Agreement, OR
 - 262 2. **Terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
263 Paragraph 22 of this Agreement, OR
 - 264 3. **Present the Report(s) to Seller with a Written Corrective Proposal (“Proposal”) listing corrections and/or credits desired by Buyer.**
265 The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the cor-
266 rections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the correc-
267 tions. Buyer agrees that Seller will not be held liable for corrections that do not comply with lender or governmental requirements
268 if performed in a workmanlike manner according to the terms of Buyer's Proposal.
- 269 a. No later than _____ days (5 if not specified) **from the end of the Contingency Period(s)**, Seller will inform Buyer in writ-
270 ing that Seller will:
 - 271 (1) Satisfy all the terms of Buyer's Proposal(s), OR
 - 272 (2) Not satisfy all the terms of Buyer's Proposal(s)
 - 273 b. If Seller agrees to satisfy the terms of Buyer's Proposal, Buyer accepts the Property and agrees to the RELEASE in
274 Paragraph 24 of this Agreement.
 - 275 c. Within _____ days (2 if not specified) of the receipt of written notification that Seller will not satisfy all terms of Buyer's
276 Proposal, or the time stated in paragraph 14(B)(3)(a) if Seller fails to choose either option in writing, whichever occurs
277 first, Buyer will:
 - 278 (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 24 of this
279 Agreement, OR
 - 280 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
281 of Paragraph 22 of this Agreement, OR
 - 282 (3) Enter into a mutually acceptable written agreement with Seller, providing for any repairs or improvements to the
283 Property and/or any credit to Buyer at settlement, as acceptable to the lender, if any.
- 284 **If Buyer fails to respond within the time stated in Paragraph 14(B)(3)(c) or fails to terminate this Agreement by**
285 **written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph**
286 **24 of this Agreement.**

287 **15. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (2-12)**

- 288 (A) In the event any notices, including violations, and/or assessments are received after Seller has signed this Agreement and before
289 settlement, Seller will within 5 DAYS of receiving the notices and/or assessments provide a copy of the notices and/or assess-
290 ments to Buyer and will notify Buyer in writing that Seller will:
- 291 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the
292 notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 24 of this Agreement, OR
 - 293 2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, o **rfails**
294 **within the stated time to notify Buyer whether Seller will comply**, Buyer will notify Seller in writing within 5 DAYS
295 that Buyer will:
 - 296 a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in
297 Paragraph 24 of this Agreement, OR
 - 298 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
299 Paragraph 22 of this Agreement.
- 300 **If Buyer fails to respond within the time stated in Paragraph 15(A)(2) or fails to terminate this Agreement by written notice**
301 **to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 25 of this Agreement.**
- 302 (B) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to
303 Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice
304 of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the
305 Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.
- 306 1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a
307 copy of the notice to Buyer and notify Buyer in writing that Seller will:
 - 308 a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required
309 repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 24 of this Agreement, OR
 - 310 b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will
311 notify Seller in writing within 5 DAYS that Buyer will:
 - 312 (1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which
313 will not be unreasonably withheld, OR
 - 314 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
315 of Paragraph 22 of this Agreement.
- 316 **If Buyer fails to respond within the time stated in Paragraph 15(B)(1)(b) or fails to terminate this Agreement by**
317 **written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph**
318 **24 of this Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the**
319 **terms of the notice provided by the municipality.**
- 320 2. If Seller denies Buyer permission to make the required repairs/improvements, or does not provide Buyer access before
321 Settlement Date to make the required repairs/improvements, Buyer may, within 5 DAYS, terminate this Agreement by
322 written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 22 of this Agreement.
 - 323 3. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph, Seller
324 will perform all repairs/improvements as required by the notice at Seller's expense. **Paragraph 15(B)(3) will survive settlement.**

325 **Buyer Initials:** _____

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Seller Initials: _____

- 326 **16. FEE DISCLOSURES (FOR PROPERTIES LOCATED IN A MANUFACTURED HOME COMMUNITY) (2-12)**
327 (A) On _____, Seller provided Buyer with fee disclosure documents, required by the Manufactured Home Community
328 Rights Act (68 P.S. §398.1, et seq.).
329 (B) Buyer understands that the Act gives Buyer **5 days** from the time of receipt of the fee disclosure documents to cancel any lease
330 agreements with Lot Owner, and to have any rent or rental deposits returned.
331 (C) Buyer and Seller agree that if fee disclosure documents were provided less than 5 days prior to the Execution Date of this
332 Agreement, Buyer shall have 5 days from the date stated in Paragraph 16(A) to terminate this Agreement in writing; with all
333 deposit monies returned to Buyer according to the terms of Paragraph 22 of this Agreement.

334 **17. TITLES, SURVEYS AND COSTS (5/01)**

- 335 (A) The Property is to be conveyed free and clear of all liens and encumbrances.
336 (B) Buyer will pay for the following:
337 1. Flood insurance and/or fire insurance with extended coverage, or cancellation fee, if any;
338 2. Appraisal fees and charges paid in advance to lender, if any;
339 3. Buyer's customary settlement costs.

340 **18. MAINTENANCE AND RISK OF LOSS (2-12)**

- 341 (A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present con-
342 dition, normal wear and tear excepted.
343 (B) If any system or appliance included in the sale of Property fails before settlement, Seller will:
344 1. Repair or replace the failed system or appliance before settlement, OR
345 2. Provide prompt written notice to Buyer of Seller's decision to:
346 a. Credit Buyer at settlement for the fair market value of the failed system or appliance, as acceptable to the lender, if any, OR
347 b. Not repair or replace the failed system or appliance, and not credit Buyer at settlement for the fair market value of the
348 failed system or appliance.
349 3. If Seller does not repair or replace the failed system or appliance or agree to credit Buyer for its fair market value, **or if Seller**
350 **fails to notify Buyer of Seller's choice**, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date,
351 whichever is earlier, that Buyer will:
352 a. Accept the Property and agree to the RELEASE in Paragraph 24 of this Agreement, OR
353 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
354 Paragraph 22 of this Agreement.
355 **If Buyer fails to respond within the time stated in Paragraph 17(B)(3) or fails to terminate this Agreement by written**
356 **notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 24 of this**
357 **Agreement.**
358 (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not
359 replaced prior to settlement, Buyer will:
360 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
361 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
362 Paragraph 22 of this Agreement.

363 **19. ASSIGNMENT (2-12)**

364 This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assigna-
365 ble, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless
366 otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

367 **20. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)**

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

373 **21. REPRESENTATIONS (2-12)**

- 374 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their
375 licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this
376 Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations,
377 covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This
378 Agreement will not be altered, amended, changed or modified except in writing executed by the parties.
379 (B) **Unless otherwise stated in this agreement, Buyer has inspected the Property (including fixtures and any personal prop-**
380 **erty specifically listed herein) before signing this agreement or has waived the right to do so, and agrees to purchase the**
381 **Property in its Present cOnditiOn, subject to inspection contingencies elected in this agreement. Buyer acknowl-**
382 **edges that Brokers, their licensees, employees, officers or partners have not made an independent examination or deter-**
383 **mination of the structural soundness of the Property, the age or condition of the components, environmental conditions,**
384 **the permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechan-**
385 **ical inspection of any of the systems contained therein.**
386 (C) Any repairs required by this Agreement will be completed in a workmanlike manner.
387 (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

388 **22. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (2-12)**

- 389 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all
390 deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 22(B), and this Agreement will be VOID.
391 Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

392 **Buyer Initials:** _____

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- 393 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to
394 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
395 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
396 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
397 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, direct-
398 ing Broker how to distribute some or all of the deposit monies.
399 3. According to the terms of a final order of court.
400 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
401 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 22(C))
402 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 365 days after
403 the Settlement Date stated in Paragraph 4(A), or any written extensions thereof, the Broker holding the deposit monies will, with-
404 in 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifi-
405 able written notice that the dispute is the subject of litigation. If Broker has received verifiable written notice of litigation prior to
406 the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distri-
407 bution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation for any por-
408 tion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the
409 distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that
410 the parties maintain their legal rights to pursue litigation even after a distribution is made.
411 (D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 22 or Pennsylvania
412 law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit
413 monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.
414 (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
415 1. Fail to make any additional payments as specified in Paragraph 2, OR
416 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning
417 Buyer's legal or financial status, OR
418 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
419 (F) **Unless otherwise checked in Paragraph 22(G),** Seller may elect to retain those sums paid by Buyer, including deposit monies:
420 1. On account of purchase price, OR
421 2. As monies to be applied to Seller's damages, OR
422 3. As liquidated damages for such default.
423 (G) **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED**
424 **DAMAGES.**
425 (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 22(F) or (G),
426 Buyer and Seller are released from further liability or obligation and this Agreement is VOID.
427 (I) Brokers and licensees are not responsible for unpaid deposits.

428 23. MEDIATION (2-12)

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

437 24. RELEASE (9-05)

438 **Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any**
439 **OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or**
440 **through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property dam-**
441 **age and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-**
442 **boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the**
443 **individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the**
444 **Property. Should Seller be in default under the terms of this Agreement or in violation of any Seller disclosure law or regula-**
445 **tion, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This**
446 **release will survive settlement.**

447 25. REAL ESTATE RECOVERY FUND (9-05)

448 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real
449 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been
450 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-
451 3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

452 26. COMMUNICATIONS WITH BUYER AND/OR SELLER (2-12)

453 Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satis-
454 fied by communication/delivery to the Broker for Buyer, if any, **except for documents required to be delivered pursuant to**
455 **Paragraph 15.** If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made direct-
456 ly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows com-
457 munication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is
458 no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless other-
459 wise agreed to by the parties.

460 Buyer Initials: _____

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Seller Initials: _____

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461 **27. SPECIAL CLAUSES (2-12)**

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

- 463 Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- 464 Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSP-CM)
- 465 Settlement of Other Property Contingency Addendum (PAR Form SOP)
- 466 Short Sale Addendum to Agreement of Sale (PAR Form SHS)
- 467 Appraisal Contingency Addendum (PAR Form ACA)
- 468 Tenant-Occupied Property Addendum (PAR Form TOP)
- 469 _____
- 470 _____
- 471 _____

472 (B) **Additional Terms:**

473 _____

474 _____

475 _____

476 _____

477 _____

478 _____

479 _____

480 **Buyer acknowledges receiving a copy of the rules and regulations for the mobile Home Park identified in paragraph 2, if applicable**
481 **(see notice regarding mobile Home Park rights act).**

482 **Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.**

483 **This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which coun-**
484 **terparts together shall constitute one and the same Agreement of the Parties.**

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

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

489 _____/_____ **Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code**
490 **§35.336.**

491 _____/_____ **Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.**

492 _____/_____ **Buyer has read and understands the notices and explanatory information in this Agreement.**

493 _____/_____ **Buyer has received a Seller's Property Disclosure Statement before signing this Agreement, if required by law**
494 **(see Information Regarding the Real Estate Seller Disclosure Law).**

495 _____/_____ **Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit**
496 **money) before signing this Agreement.**

497 _____/_____ **Buyer has received the Lead-Based Paint Hazards Disclosure, which is attached to this Agreement of Sale, and**
498 **the pamphlet Protect Your Family from Lead in Your Home (for properties built prior to 1978)**

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

500 **BUYER** _____ **DATE** _____

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

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

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

504 **Seller has read and understands the notices and explanatory information in this Agreement.**

505 **SELLER** _____ **DATE** _____

506 **SELLER** _____ **DATE** _____

507 **SELLER** _____ **DATE** _____

NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW)

The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing for community notification of the presence of certain convicted sex offenders. **Buyers are encouraged to contact the municipal police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.**

NOTICE REGARDING THE MANUFACTURED HOME COMMUNITIES

Derived from the Manufactured Home Community Act, 68 P.S. §398.1 *et seq.*

Definitions

"Manufactured Home" is a manufactured home as defined in section 603(6) of the National Manufactured Housing Construction and Safety Standards Act of 1974 (Public Law 93-383, 42 U.S.C. § 5402(6)) or a mobile home as defined in 75 Pa.C.S. § 102 (relating to definitions.)

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

"Manufactured Home Resident" means an owner of a manufactured home who leases or rents space in a manufactured home community. The term does not include a person who rents or leases a manufactured home.

"Manufactured Home Space" means a plot of ground within a manufactured home community designed for the accommodation of one manufactured home.

"Rent" means ground rent for a manufactured home space.

"Service charges" means charges for electricity, gas service which is underground and piped directly to individual units within a manufactured home community, trash removal, sewage, water, internet, cable and all other utilities.

Right to Rules and Regulations of Mobile Home Park

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

Sale of Mobile Homes

Be advised that this manufactured home offered for sale is subject to the Manufactured Home Communities Rights Act (P.L.1176, No.261) and a written lease required under that law. you are advised that the community in which this home is now placed requires an approved application for lessees and occupants and a fully executed lease prior to your right to reside in the community.

Disclosure of Fees

Prior to a lessee or occupant in a manufactured home community offering a manufactured home for sale, the lessee or occupant must obtain from the community operator the then-current disclosure document required by this act. It is required to disclose all rent, fees, service charges and assessments payable to the community owner and utility charges payable to the owners and notice of any other utility charges for which the lessee may be responsible. Make sure that you read the entire disclosure document and seek legal advice if you have any questions. **You shall have a minimum of 5 calendar days after receiving this disclosure required under the Manufactured Home Communities Rights Act to void the transaction with the operator, if any, and, if terminated, you shall be returned any deposits and rents paid to the operator of the community.**

NOTICE REGARDING REAL ESTATE TAXES (Paragraph 2: Purchase Price and Deposits)

Real Estate Tax Proration: For purposes of prorating real estate taxes, the "periods covered" by the tax bills are as follows:

Municipal Taxes: For all counties and municipalities in Pennsylvania, tax bills are for the period January 1 to December 31.

School Taxes: For all school districts, other than the Philadelphia, Pittsburgh and Scranton school districts, the period covered by the tax bill is July 1 to June 30. For the Philadelphia, Pittsburgh and Scranton school districts, tax bills are for the period January 1 to December 31.

Real Estate Assessment: In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax.

Buyer Initials: _____

Seller Initials: _____

NOTICE TO BUYERS SEEKING FINANCING (Paragraph 8: Financing Contingency)

The appraised value of the Property is used by lenders to determine the maximum amount of a loan. The appraised value is determined by an independent appraiser, subject to the lender's underwriter review, and may be higher or lower than the Purchase Price and/or market price of the property.

The Loan-To-Value Ratio (LTV) is used by lenders as one tool to help assess the potential risk of a loan. LTV is determined by dividing the requested loan amount by either the Purchase Price or the appraised value of the property, whichever is lower. A particular LTV may be necessary to qualify for certain loans, or Buyers might be required to pay additional fees if the LTV exceeds a specific level.

SEWAGE NOTICE (Paragraph 11: Seller Representations)

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.

**NOTICES REGARDING PROPERTY & ENVIRONMENTAL INSPECTIONS
(Paragraph 13: Inspections)**

Asbestos:The heat-resistant and durable nature of asbestos makes it useful in construction. The physical properties that give asbestos its resistance to heat and decay are linked with several adverse health effects. Asbestos can easily break into microscopic fibers that remain suspended in the air for long periods of time. When inhaled, these fibers easily penetrate body tissue. Asbestos is known to cause Asbestosis and various forms of cancer. Inquiries or requests for more information about asbestos can be directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C. 20460, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health, Harrisburg, PA 17120.

Electromagnetic Fields: Electromagnetic Fields (EMFs) occur around all electrical appliances and power lines. Conclusive evidence that EMFs pose health risks does not exist at present, and Pennsylvania has no laws regarding this issue.

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 the 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 the federal and state governments. Buyer may wish to hire an environmental engineer to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop the property would be affected or denied because of its location in a wetlands area.

Mold, Fungi and Indoor Air Quality: Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores, pollen and viruses) have been associated with allergic responses including upper respiratory congestion, cough, mucous membrane irritation, fever, chills, muscle ache or other transient inflammation or allergy. Claims have been asserted that exposure to mold contamination and bioaerosols has led to serious infection, immunosuppression and illnesses of neuro or systemic toxicity. Sampling of indoor air quality and other methods exist to determine the presence and scope of indoor contamination. Because individuals may be affected differently, or not affected at all, by the presence of mold or other bioaerosols, Buyer may wish to engage the services of a qualified professional to undertake an assessment and/or sampling of the Property. Assessments and samplings for the presence of mold and bioaerosols can be performed by qualified industrial hygienists, engineers, laboratories and home inspection companies that offer these services. Information about indoor air quality issues is available through the U.S. Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318.

**NOTICES REGARDING RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT
(Paragraph 13: Inspections)**

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

Buyer Initials: _____

Seller Initials: _____

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

NOTICE REGARDING THE HOME INSPECTION LAW (68 Pa. C.S.A. §7501, et seq.)

(Paragraph 13: Inspections)

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

The following definitions are taken from the text of the Home Inspection Law

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

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

A home inspection report shall include:

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

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

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

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

Home Inspector: An individual who performs a home inspection.

National Home Inspectors Association: Any national association of home inspectors that:

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

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

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

Buyer Initials: _____

Seller Initials: _____

NOTICES REGARDING MEDIATION (Paragraph 23: Mediation)
HOME SELLERS/HOME BUYERS 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.

Buyer Initials: _____

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Seller Initials: _____

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

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

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

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

Buyer Initials: _____

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