

BROKER'S DISCLOSURE ADDENDUM TO AGREEMENT OF SALE

BDA

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

1 **PROPERTY** _____
2 **BUYER** _____
3 **SELLER** _____
4 **DATE OF AGREEMENT** _____

5 **1. PURPOSE**

6 The Real Estate Licensing and Registration Act requires that brokers disclose specific information in a sales agreement in the
7 manner and method established by the State Real Estate Commission. This Addendum has been prepared to assure Broker's
8 compliance with the Act and the Rules and Regulations of the Commission.

9 **2. CONSUMER NOTICE AND BUSINESS RELATIONSHIP**

10 (A) Buyer and Seller have received and understand the Consumer Notice adopted by the State Real Estate Commission at 49 Pa.
11 Code §35.336. The definitions of business relationships and the duties required of licensees as set forth in the Notice are
12 incorporated here as though written in their entirety.

13 (B) **BUYER'S RELATIONSHIP WITH PA LICENSED BROKER**

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

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

16 Buyer is represented by a broker

17 Broker is:

18 Buyer Agent (Broker represents Buyer only)

19 Dual Agent

Licensee(s) is:

20 Buyer Agent with Designated Agency

Buyer Agent without Designated Agency

Dual Agent

21 Complete if "Transaction Licensee" or "Buyer is represented by a broker" has been checked above:

22 Broker (Company) _____

Licensee(s) (Name) _____

23 Company Address _____

24 Company Phone _____

Direct Phone(s) _____

25 Company Fax _____

Cell Phone(s) _____

26 Fax _____

27 Email _____

28 (C) **SELLER'S RELATIONSHIP WITH PA LICENSED BROKER**

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

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

31 Seller is represented by a broker

32 Broker is:

33 Seller Agent (Broker represents Seller only)

34 Dual Agent

Licensee(s) is:

35 Seller Agent with Designated Agency

Seller Agent without Designated Agency

Dual Agent

36 Complete if "Transaction Licensee" or "Seller is represented by a broker" has been checked above:

37 Broker (Company) _____

Licensee(s) (Name) _____

38 Company Address _____

39 Company Phone _____

Direct Phone(s) _____

40 Company Fax _____

Cell Phone(s) _____

41 Fax _____

42 Email _____

43 (D) Seller and Buyer agree that Broker has provided services in a manner consistent with the description of services and duties
44 identified in the Consumer Notice.

45 **Buyer Initials:** _____

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Seller Initials: _____



46 **3. ZONING CLASSIFICATION**
47 Failure of the Agreement of Sale to contain the zoning classification (except in cases where the property {and each parcel thereof,
48 if subdividable} is zoned solely or primarily to permit single-family dwellings) will render the Agreement voidable at Buyer's
49 option, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.
50 **Zoning Classification:** _____

51 **4. HIGHWAY OCCUPANCY PERMIT**
52 Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of
53 Transportation.

54 **5. RELEASE**
55 **Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any**
56 **OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or**
57 **through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property**
58 **damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other**
59 **wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects**
60 **in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or condi-**
61 **tions on the Property. Should Seller be in default under the terms of this Agreement, or in violation of any seller disclosure**
62 **law or regulation, this release does not deprive Buyer of any right to pursue any remedies that may be available under law**
63 **or equity. This release will survive settlement.**

64 **6. REPRESENTATIONS (09-05)**
65 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their
66 licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this
67 Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations,
68 covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This
69 Agreement will not be altered, amended, changed or modified except in writing executed by the parties.

70 (B) **Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal prop-**
71 **erty specifically listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase**
72 **the Property IN ITS PRESENT CONDITION, subject to inspection contingencies elected in the Agreement. Buyer**
73 **acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination**
74 **or determination of the structural soundness of the Property, the age or condition of the components, environmental**
75 **conditions, the permitted uses or of conditions existing in the locale where the Property is situated; nor have they made**
76 **a mechanical inspection of any of the systems contained therein.**

77 (C) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

78 **7. DEPOSITS (9-05)**
79 (A) Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for
80 Seller (unless otherwise stated here), _____, who
81 will retain deposits in an escrow account until consummation or termination of this Agreement in conformity with all applic-
82 able laws and regulations. Any check tendered as deposit monies may be held uncashed pending the acceptance of this
83 Agreement.

84 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies
85 to determine who is entitled to the deposit monies when settlement does not occur. If this Agreement is terminated for any
86 reason, the Broker can only release the deposit monies:
87 1. If there is no dispute over entitlement to the deposit monies. Buyer and Seller agree that a written agreement signed by both
88 parties is evidence that there is no dispute regarding deposit monies.
89 2. According to the terms of a written agreement signed by the Buyer and Seller directing Broker how to distribute some or
90 all of the monies.
91 3. According to the terms of a final order of court.
92 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute
93 the deposit monies if there is a dispute between the parties that is not resolved.

94 **Buyer Initials:** _____

Seller Initials: _____

95 (C) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms in the Agreement of Sale or
96 Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding
97 deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in lita-
98 gation.

99 **8. REAL ESTATE RECOVERY FUND**

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

104 **9. RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT NOTICE (Required for properties built before 1978)**

105 **Lead-Based Paint Hazards Disclosure Requirements:** The Residential Lead-Based Paint Hazard Reduction Act requires any
106 seller of property built before 1978 to provide the buyer with an EPA-approved lead hazards information pamphlet titled *Protect*
107 *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
108 lead-based paint hazards in or on the property being sold, along with the basis used for determining that the hazards exist, the loca-
109 tion of the hazards, and the condition of painted surfaces. Any seller of a pre-1978 structure must also provide the buyer with any
110 records or reports available to the seller regarding lead-based paint and/or lead-based paint hazards in or about the property being
111 sold, the common areas, or other residential dwellings in multi-family housing. Before a buyer is obligated to purchase any hous-
112 ing constructed prior to 1978, the Act requires the seller to give the buyer 10 days (unless buyer and seller agree in writing to
113 another time period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint
114 hazards. The opportunity to conduct a risk assessment or inspection may be waived by the buyer, in writing. Neither testing nor
115 abatement is required of the seller. Housing built in 1978 or later is not subject to the Act.

116 NOT APPLICABLE. Property was built in 1978 or later.

117 APPLICABLE. Property was built before 1978. **The Residential Lead-Based Paint Hazard Reduction Act requires a**
118 **Seller of property built prior to 1978 to provide the Buyer with an EPA-approved lead hazards information pamphlet**
119 **titled *Protect Your Family from Lead in Your Home*, along with a separate form disclosing Seller's knowledge of lead-**
120 **based paint hazards and any lead-based paint records regarding the Property. Buyer(s) must initial below that Buyer**
121 **has received both documents:**

122 _____/_____ Lead-Based Paint Hazards Disclosure (attached as part of this Agreement).

123 _____/_____ *Protect Your Family from Lead in Your Home*

124 **10. GOVERNING LAW, VENUE & PERSONAL JURISDICTION**

125 (A) The validity and construction of this Addendum, and the rights and duties of the parties, will be governed in accordance with the
126 laws of the Commonwealth of Pennsylvania.

127 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Addendum or its performance by
128 either party shall be decided exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

129 **All other terms and conditions of the Agreement of Sale remain unchanged and in full effect.**

130 **WITNESS** _____ **BUYER** _____ **DATE** _____

131 **WITNESS** _____ **BUYER** _____ **DATE** _____

132 **WITNESS** _____ **BUYER** _____ **DATE** _____

133 **WITNESS** _____ **SELLER** _____ **DATE** _____

134 **WITNESS** _____ **SELLER** _____ **DATE** _____

135 **WITNESS** _____ **SELLER** _____ **DATE** _____