

STANDARD AGREEMENT FOR THE SALE OF NEW CONSTRUCTION

ASNC

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
Subdivision, Phase, Model _____ Property Address (including postal city) _____ ZIP _____ in the municipality of _____, County of _____, in the School District of _____, in the Commonwealth of Pennsylvania. Tax ID #(s): _____ and/or Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): _____

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Buyer is not represented by a broker)	
Broker (Company) _____ Company License # _____ Company Address _____ Company Phone _____ Company Fax _____ Broker is (check only one): <input type="checkbox"/> Buyer Agent (Broker represents Buyer only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) _____ State License # _____ Direct Phone(s) _____ Cell Phone(s) _____ Email _____ Licensee(s) is (check only one): <input type="checkbox"/> Buyer Agent (all company licensees represent Buyer) <input type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)	

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Seller is not represented by a broker)	
Broker (Company) _____ Company License # _____ Company Address _____ Company Phone _____ Company Fax _____ Broker is (check only one): <input type="checkbox"/> Seller Agent (Broker represents Seller only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) _____ State License # _____ Direct Phone(s) _____ Cell Phone(s) _____ Email _____ Licensee(s) is (check only one): <input type="checkbox"/> Seller Agent (all company licensees represent Seller) <input type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> 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: _____

Seller Initials: _____

1 **1. By this Agreement**, dated _____,
2 Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase Property lot or piece of ground (check here if lot is
3 not being conveyed) with buildings and improvements to be erected thereon.

4 **2. PURCHASE PRICE AND DEPOSITS (9-15)**

5 (A) Purchase Price \$ _____
6 (_____ U.S. Dollars), to be accounted for as follows:

- 8 1. Base Price \$ _____
- 9 2. Lot Premium, if any \$ _____
- 10 3. Total Options/Extras/Alterations (see attached addendum) \$ _____

11 (B) Purchase Price will be paid by Buyer to Seller as follows:

- 12 1. Initial deposit, within _____ days (5 if not specified) of Execution Date,
13 if not included with this Agreement: \$ _____
- 14 2. Additional Deposit within _____ days of the Execution Date of this Agreement: \$ _____
- 15 3. **Non-refundable deposit (for pre-paid extras, options, alterations, etc.)**
16 **payable directly to Seller on or before** _____ \$ _____
- 17 4. _____ \$ _____
- 18 5. _____ \$ _____
- 19 6. _____ \$ _____

20 Remaining balance will be paid at settlement.

21 (C) **All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer**
22 **within 30 DAYS of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by**
23 **personal check.**

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

30 **3. SELLER ASSIST (If Applicable) (2-12)**

31 Seller will pay \$ _____ or _____ % of Purchase Price (0 if not specified) toward Buyer's
32 costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved
33 by mortgage lender.

34 **4. SETTLEMENT AND POSSESSION (9-15)**

35 (A) Settlement Date is _____, or before if Buyer and Seller agree.

36 (B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless
37 Buyer and Seller agree otherwise.

38 (C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable:
39 current taxes; condominium fees and homeowner association fees; water and/or sewer fees, together with any other lienable municipal
40 service fees. All charges will be pro-rated for the period(s) covered. Seller will pay up to and including the date of settlement
41 and Buyer will pay for all days following settlement, unless otherwise stated here: _____
42 _____

43 (D) For purposes of prorating real estate taxes, the "periods covered" are as follows:

- 44 1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.
- 45 2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31.
- 46 School tax bills for all other school districts are for the period from July 1 to June 30.

47 (E) In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a
48 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
49 for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value
50 of the property and result in a change in property tax. Following settlement, the Property will be reassessed and Buyer will receive
51 an interim tax bill for the increased taxes due for the current tax period. This interim bill may not be covered by Buyer's tax escrow
52 with the lender, if any.

53 (F) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____
54 _____

55 (G) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____
56 _____

57 (H) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures
58 broom-clean, at day and time of settlement.

59 **5. DATES/TIME IS OF THE ESSENCE (9-15)**

60 (A) Written acceptance of all parties will be on or before: _____

61 (B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the
62 essence and are binding.

63 (C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing
64 and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding the day

66 this Agreement was executed and including the last day of the time period. **All changes to this Agreement should be initialed and**
67 **dated.**

- 68 (D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agree-
69 ment of the parties.
- 70 (E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms
71 and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable to
72 all parties, except where restricted by law.

73 **6. ZONING (9-15)**

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

77 **Zoning Classification, as set forth in the local zoning ordinance:** _____

78 **7. CONSTRUCTION AND PERMITS (9-15)**

79 **(A) Schedule of Construction**

- 80 1. **Commencement Date:** Seller estimates that Seller will commence construction on or about _____.
81 Seller reserves the right to delay commencement of construction until Buyer has received and signed a valid mortgage com-
82 mitment in accordance with Paragraph 8.
- 83 2. **Completion Date:** Seller estimates completion of construction on or about _____. Buyer
84 acknowledges that the estimated Completion Date is made by Seller as an accommodation to Buyer to assist Buyer in formu-
85 lating future plans. If commencement, completion, and/or settlement are delayed due to inclement weather, strikes, delays in
86 issuance of permits, unavailability of labor or materials, or any other reason beyond Seller's control, all times and dates (in-
87 cluding settlement date) will be automatically extended accordingly **and time is not deemed to be of the essence.**
- 88 3. **Anticipated Settlement:** Settlement will be held on a date which is within _____ days (10 if not specified) after Seller sup-
89 plies Buyer with a written notice of settlement. However, at the time of settlement the house and premises will have been
90 substantially completed. If the municipality or governmental authority requires a Use & Occupancy permit, Seller will provide
91 one at settlement.
- 92 4. **Settlement Deadline:** The previous paragraph notwithstanding. Should Seller be unable to settle on the Property in substan-
93 tially completed condition for which a Use & Occupancy permit has been issued (where required) on or before _____,
94 Buyer may terminate this Agreement and all deposit monies including amounts identified in Paragraph 2(B) of this Agreement
95 as non-refundable, will be returned to Buyer according to the terms of Paragraph 23 of this Agreement.

96 **(B) Notices, Assessments and Government Requirements**

- 97 1. Seller will be responsible for any notice of improvements or assessments received on or before the date of settlement.
98 2. All necessary permits will be obtained and paid for by Seller prior to settlement.
99 3. Seller will comply with all restrictions and requirements imposed by any governmental authorities.
100 4. Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

101 **(C) Landscaping and Driveway**

- 102 1. Seller will attempt to preserve as many of the existing trees or shrubs as reasonably possible during the construction of the im-
103 provements and house on the premises. It is expressly agreed that Seller does not guarantee or warrant the survival of any trees
104 or shrubs existing on the premises prior to construction. Any existing trees or shrubs that may die after settlement are the sole
105 responsibility of Buyer.
- 106 2. Seller will be responsible for top soil, rough grade, fine grade, seeding and stabilization unless otherwise stated here: _____
107

108 Except as modified by the rules of the Homeowners Association or Condominium Association, if any, any soil washouts from
109 rain or melting snow or burnouts due to droughts after settlement are the sole responsibility of Buyer. Buyer is responsible for
110 watering, fertilizing and reseeded the lawn as necessary after settlement.

- 111 3. Buyer acknowledges that due to adverse weather conditions and other events beyond Seller's reasonable control, items including
112 the driveway surface, grading and seeding, exterior painting or staining, and exterior concrete surfaces may not be completed
113 at time of settlement. Unless otherwise agreed, no portion of the purchase price or option payments will be placed in an escrow
114 account or withheld from Seller at settlement to compensate for incomplete items. Seller will complete the items within a rea-
115 sonable time after settlement as weather conditions permit.
- 116 4. This paragraph will survive settlement.

117 **(D) Substitutions**

118 **BUYER AND SELLER ACKNOWLEDGE THAT THE BUILDINGS AND IMPROVEMENTS ON THE PREMISES**
119 **WILL BE SUBSTANTIALLY SIMILAR TO THE ESTABLISHED BUILDING SPECIFICATIONS. BUYER ALSO AC-**
120 **KNOWLEDGES THAT SELLER HAS THE RIGHT TO MAKE SUBSTITUTIONS OF MATERIALS OR PRODUCTS OF**
121 **SUBSTANTIALLY EQUAL OR BETTER QUALITY AT SELLER'S SOLE DISCRETION, WITH NOTICE TO BUYER,**
122 **AND THAT ACTUAL MATERIALS AND PRODUCTS MAY VARY FROM SAMPLE MATERIALS AND PRODUCTS.**

124 **8. MORTGAGE CONTINGENCY (6-20)**

125 WAIVED. This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the parties
126 may include an appraisal contingency.

127 ELECTED.

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

First Mortgage on the Property	Second Mortgage on the Property
Loan Amount \$ _____	Loan Amount \$ _____
Minimum Term _____ years	Minimum Term _____ years
Type of mortgage _____	Type of mortgage _____
For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ %	For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ %
Mortgage lender _____	Mortgage lender _____
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 _____ %.	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 _____ %.
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.	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.

144 (B) Upon receiving documentation demonstrating lender's approval, whether conditional or outright, of Buyer's mortgage application(s)
145 according to the terms set forth above, Buyer will promptly deliver a copy of the documentation to Seller, but in any case no later
146 than _____.

147 1. If Seller does not receive a copy of the documentation demonstrating lender's conditional or outright approval of Buyer's mort-
148 gage application(s) by the date indicated above, Seller may terminate this Agreement by written notice to Buyer. Seller's right
149 to terminate continues until Buyer delivers documentation demonstrating lender's conditional or outright approval of Buyer's
150 mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer is obligated to make
151 a good-faith effort to obtain mortgage financing.

152 2. Seller may terminate this Agreement by written notice to Buyer after the date indicated above if the documentation demonstrating
153 lender's conditional or outright approval of Buyer's mortgage application(s):

- 154 a. Does not satisfy the terms of Paragraph 8(A), OR
- 155 b. Contains any condition not specified in this Agreement (e.g., the Buyer must settle on another property, an appraisal must
156 be received by the lender, or the mortgage commitment is not valid through the Settlement Date) that is not satisfied and/or
157 removed in writing by the mortgage lender(s) within 7 DAYS after the date indicated in Paragraph 8(B), or any extension
158 thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming
159 employment).

160 3. If this Agreement is terminated pursuant to Paragraphs 8(B)(1) or (2), or the mortgage loan(s) is not obtained for settlement,
161 all deposit monies will be returned to Buyer according to the terms of Paragraph 23 and this Agreement will be VOID. Buyer
162 will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this
163 Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee
164 for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation;
165 (3) Appraisal fees and charges paid in advance to mortgage lender(s).

166 (C) The Loan-To-Value ratio (LTV) is used by lenders as one tool to help assess their potential risk of a mortgage loan. A particular LTV
167 may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a specific level.
168 The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan. The appraised
169 value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be higher or lower
170 than the Purchase Price and/or market price of the property.

171 (D) The interest rate(s) and fee(s) provisions in Paragraph 8(A) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee
172 the interest rate(s) and fee(s) at or below the maximum levels stated. If lender(s) gives Buyer the right to lock in the interest rate(s),
173 Buyer will do so at least 15 days before Settlement Date. Buyer gives Seller the right, at Seller's sole option and as permitted
174 by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to the Buyer and/or the mortgage
175 lender(s) to make the above mortgage term(s) available to Buyer.

176 (E) Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage ap-
177 plication (including payment for and ordering of credit reports without delay, at the time required by lender(s)) for the mortgage
178 terms and to the mortgage lender(s) identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's
179 choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in
180 the mortgage loan process.

181 (F) **Buyer will be in default of this Agreement if Buyer furnishes false information** to anyone concerning Buyer's financial and/
182 or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and
183 ordering of appraisal without delay), fails to lock in interest rate(s) as stated in Paragraph 8(D), or otherwise causes the lender to
184 reject, refuse to approve or issue a mortgage loan commitment.

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

- 189 1. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and
 190 agrees to the RELEASE in Paragraph 25 of this Agreement.
 191 2. If Seller will not make the required repairs, **or if Seller fails to respond within the stated time**, Buyer will, within 5
 192 DAYS, notify Seller of Buyer's choice to:
 193 a. Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will
 194 not be unreasonably withheld (Seller may require that Buyer sign a pre-settlement possession agreement such as the Pre-Set-
 195 tlement Possession Addendum [PAR Form PRE], which shall not, in and of itself, be considered unreasonable), OR
 196 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 197 Paragraph 23 of this Agreement.

198 **If Buyer fails to respond within the time stated in Paragraph 8(G)(2) or fails to terminate this Agreement by written**
 199 **notice to Seller within that time, Buyer will accept the Property, make the required repairs/improvements at Buyer's**
 200 **expense and agree to the RELEASE in Paragraph 25 of this Agreement.**

201 **FHA/VA, IF APPLICABLE**

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

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

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

216 Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of get-
 217 ting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that FHA
 218 will not perform a home inspection nor guarantee the price or condition of the Property.

219 **Buyer will apply for Section 203(k) financing and this contract is contingent upon mortgage approval (See Paragraph 8(B)) and**
 220 **Buyer's acceptance of additional required repairs as determined by the lender.**

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

224 **9. CHANGE IN BUYER'S FINANCIAL STATUS (6-20)**

225 If a change in Buyer's financial status affects Buyer's ability to purchase, Buyer **will** promptly notify Seller and lender(s) to whom the
 226 Buyer submitted mortgage application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change in
 227 employment; failure or loss of sale of Buyer's home; Buyer's having incurred a new financial obligation; entry of a judgment against
 228 Buyer. **Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to**
 229 **purchase.**

230 **10. SELLER REPRESENTATIONS (9-15)**

231 (A) **Radon Mitigation** (See Radon Notice below)

232 1. Seller represents that the Property does not currently have a radon mitigation system and Seller will not install preparatory work
 233 for a radon mitigation system unless otherwise checked below.

234 Seller will install preparatory work for a radon mitigation system.

235

236

237 2. **Radon Notice:** Radon is a natural, radioactive gas that is produced in the ground by the normal decay of uranium and radium.
 238 Studies indicate that extended exposure to high levels of radon gas can increase the risk of lung cancer. Radon can find its way
 239 into any air-space and can permeate a structure. If a house has a radon problem, it usually can be cured by increased ventilation
 240 and/or by preventing radon entry. Any person who tests, mitigates or safeguards a building for radon in Pennsylvania must be
 241 certified by the Department of Environmental Protection, Bureau of Radiation Protection, Rachel Carson State Office Building,
 242 P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 787-2480, www.depweb.state.pa.us.

243 (B) **Status of Water**

244 Seller represents that the Property is served by:

245 Public Water Community Water On-site Water None _____

246 (C) **Status of Sewer**

247 1. Seller represents that the Property is served by:

248 Public Sewer Community Sewage Disposal System Ten-Acre Permit Exemption (see Sewage Notice 2)

249 Individual On-lot Sewage Disposal System (see Sewage Notice 1) Holding Tank (see Sewage Notice 3)

250 Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)

251 None (see Sewage Notice 1) None Available/Permit Limitations in Effect (see Sewage Notice 5)

252

254 2. **Notices Pursuant to the Pennsylvania Sewage Facilities Act**

255 **Notice 1: There is no currently existing community sewage system available for the subject property.** Section 7 of the
256 Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter,
257 repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a
258 permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with
259 administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The
260 local agency charged with administering the Act will be the municipality where the Property is located or that municipality
261 working cooperatively with others.

262 **Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption pro-**
263 **visions of Section 7 of the Pennsylvania Sewage Facilities Act.** (Section 7 provides that a permit may not be required before
264 installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system
265 where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing
266 were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at
267 the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as
268 a result.

269 **Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a water**
270 **carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another site.** Pur-
271 suant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from
272 the date of its installation or December 14, 1995, whichever is later.

273 **Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the distance**
274 **specified by regulation.** The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide
275 guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or
276 water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation
277 distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall
278 be 100 feet.

279 **Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations.** Sewage
280 facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until the
281 municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations pro-
282 mulgated thereunder.

283 (D) **Historic Preservation**

284 Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____
285

286 (E) **Land Use Restrictions**

- 287 1. Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the
288 following Act(s) (see Notices Regarding Land Use Restrictions below):
289 Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. § 901 et seq.)
290 Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)
291 Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
292 Conservation Reserve Program (16 U.S.C. § 3831 et seq.)
293 Other _____

294 2. **Notices Regarding Land Use Restrictions**

- 295 a. **Pennsylvania Right-To-Farm Act:** The property you are buying may be located in an area where agricultural operations
296 take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits
297 circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.
298 b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assess-
299 ment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution of
300 this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that may
301 result in the future as a result of any change in use of the Property or the land from which it is being separated.
302 c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water
303 supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open
304 space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that
305 the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific
306 termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply
307 from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the
308 Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.
309 d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are
310 environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the
311 land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer
312 has been advised of the need to determine the restrictions on development of the Property and the term of any contract now
313 in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.

314 (F) **Real Estate Seller Disclosure Law**

- 315 1. Generally, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real
316 estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential
317 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. 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.

2. Buyer has received the Seller's Property Disclosure Statement before signing this Agreement, if required by law. The Seller's Property Disclosure Law does not require a disclosure form when:
 1. A one-year written warranty covering the construction will be provided;
 2. The building will be inspected for compliance with the applicable building code or, if none, a nationally recognized model building code; AND
 3. A certificate of occupancy or a certificate of code compliance will be issued for the dwelling.

(G) Public and/or Private Assessments

1. 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 (excluding assessed value) 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: _____
2. Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____

(H) Highway Occupancy Permit

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

(I) Internet of Things (IoT) Devices

1. The presence of smart and green home devices that are capable of connecting to the Internet, directly or indirectly, and the data stored on those various devices make up a digital ecosystem in the Property sometimes referred to as the "Internet of Things (IoT)." Buyer and Seller acknowledge that IoT devices may transmit data to third parties outside of the control of their owner.
2. On or before settlement, Seller will make a reasonable effort to clear all data stored on all IoT devices located on the Property and included in the sale. Seller further acknowledges that all personal devices owned by Seller (including but not limited to cellular telephones, personal computers and tablets) having connectivity to any IoT device(s) located on the Property will be disconnected and cleared of relevant data prior to settlement. Further, no attempts will be made after settlement by Seller or anyone on Seller's behalf to access any IoT devices remaining on the Property.
3. Following settlement, Buyer will make a reasonable effort to clear all stored data from any IoT device(s) remaining on the Property and to restrict access to said devices by Seller, Seller's agents or any third party to whom Seller may have previously provided access. This includes, but is not limited to, restoring IoT devices to original settings, changing passwords or codes, updating network settings and submitting change of ownership and contact information to device manufacturers and service providers.
4. This paragraph will survive settlement.

11. 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 25 of this Agreement.

12. DUE DILIGENCE/INSPECTIONS (6-20)

- (A) Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to surveyors, municipal officials, appraisers and inspectors. Unless otherwise agreed, only Parties and their real estate licensee(s) may attend any inspections.
- (B) Seller will have the following utilities turned on for pre-settlement walk-through inspection; Buyer may elect to activate any additional utilities.

<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Propane	<input type="checkbox"/> Oil	<input type="checkbox"/> Water
<input type="checkbox"/> Sewage	<input type="checkbox"/> Electricity	<input type="checkbox"/> _____	<input type="checkbox"/> _____
- (C) Buyer reserves the right to make two pre-settlement walk-through inspections of the Property when the Property is substantially complete for the limited purpose of determining that the condition of the Property is as required by this Agreement and any addenda. Seller will notify Buyer prior to settlement of the date and time of Buyer's pre-settlement walk-through inspections of the Property. Buyer's right to make these inspections is not waived by any other provision of this Agreement.
- (D) At a pre-settlement inspection, Buyer and Seller will complete and sign a list of items (punch list) to be completed, modified, or replaced within _____ DAYS (30 if not specified) after settlement. Items that cannot be completed, modified, or replaced within _____ DAYS (30 if not specified) of settlement due to events beyond Seller's reasonable control will be completed by Seller as soon as is reasonably possible, not to exceed _____ DAYS (365 if not specified) after settlement. This paragraph will survive settlement.
- (E) Buyer's failure to inspect the Property on the dates of the scheduled pre-settlement inspections or Buyer's failure to complete and sign the pre-settlement inspection form constitutes a waiver of Buyer's right to inspect the Property, and Buyer will accept the Property at settlement in its then present condition without obligation of modification or replacement.
- (F) All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.
- (G) Seller has the right, upon request, to receive without charge a copy of any inspection report from the party for whom it was prepared.

382 (H) **Notices Regarding Property & Environmental Inspections**

- 383 1. **Exterior Building Materials:** Poor or improper installation of exterior building materials may result in moisture penetrating
384 the surface of a structure where it may cause mold and damage to the building's frame.
- 385 2. **Asbestos:** Asbestos is linked with several adverse health effects, including various forms of cancer.
- 386 3. **Environmental Hazards:** The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal of
387 which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsibility
388 to dispose of them properly.
- 389 4. **Wetlands:** Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer to
390 investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop the
391 property would be affected or denied because of its location in a wetlands area.
- 392 5. **Mold, Fungi and Indoor Air Quality:** Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores,
393 pollen and viruses) have been associated with allergic responses.
- 394 6. **Additional Information:** Inquiries or requests for more information about asbestos and other hazardous substances can be di-
395 rected to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., 2810A, Washington,
396 D.C. 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental
397 Health, Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania Department of
398 Health and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg, PA 17120,
399 or by calling 1-877-724-3258.

400 **13. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATION) PUBLIC OFFERING STATEMENT (9-15)**

401 (A) The Property is NOT part of a Condominium or part of a Planned Community unless checked below.

402 (B) CONDOMINIUM

- 403 1. Buyer acknowledges that the Property is a unit of a condominium as defined by the Uniform Condominium Act. Seller is a
404 declarant of the condominium and is required to provide Buyer with a public offering statement.
- 405 2. The delivery of the public offering statement must be made no later than the date the Buyer executes this Agreement. Buyer
406 may cancel this Agreement within fifteen (15) days after receiving the public offering statement and within fifteen (15) days of
407 receipt of any amendment to the Statement that materially and adversely affects Buyer.

408 (C) PLANNED COMMUNITY (HOMEOWNER ASSOCIATION)

- 409 1. Buyer acknowledges that the Property is part of a planned community as defined by the Uniform Planned Community Act. Seller
410 is a declarant of the planned community and is required to provide Buyer with a public offering statement.
- 411 2. The declarant must provide Buyer with a copy of the public offering statement and its amendments no later than the date Buyer
412 executes this Agreement. Buyer may cancel this Agreement within seven (7) days after receiving the public offering statement
413 and within seven (7) days after receiving any amendment to the contract that would materially and adversely affect Buyer.

414 **Buyer has received a copy of the public offering statement before signing this Agreement.**

415 **14. TITLES, SURVEYS AND COSTS (6-20)**

416 (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular
417 rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions; historic
418 preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground;
419 easements of record; and privileges or rights of public service companies, if any.

420 (B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from
421 a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance policies
422 come in standard and enhanced versions; Buyer should consult with a title insurance agent about Buyer's options. Buyer agrees to
423 release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner's title insur-
424 ance policy.

425 (C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation;
426 (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and
427 charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.

428 (D) Seller has the right, upon request, to receive a free copy of any title abstract for the Property from the party for whom it was prepared.

429 (E) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal descrip-
430 tion of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or
431 required by the mortgage lender will be obtained and paid for by Buyer.

432 (F) **If a change in Seller's financial status affects Seller's ability to convey title to the Property on or before the Settlement Date, or any**
433 **extension thereof, Seller will promptly notify Buyer in writing. A change in financial status includes, but is not limited to, Seller**
434 **filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice of public**
435 **tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and**
436 **encumbrances against the Property.**

437 (G) **If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates,**
438 **as specified in Paragraph 14(A), Buyer may terminate this Agreement by written notice to Seller, or take such title as Seller can**
439 **convey. If the title condition precludes Seller from conveying title, Buyer's sole remedy shall be to terminate the Agreement. Upon**
440 **termination, all deposit monies shall be returned to Buyer according to the terms of Paragraph 23 of this Agreement and Seller will**
441 **reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agree-**
442 **ment, and for those items specified in Paragraph 14(C) items (1), (2), (3) and in Paragraph 14(E).**

444 (H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation
445 about the status of those rights unless indicated elsewhere in this Agreement.

446 **Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this Agreement.**

447 (I) **COAL NOTICE (Where Applicable)**

448 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH
449 THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL
450 RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE,
451 BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July
452 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from
453 coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private
454 contract with the owners of the economic interests in the coal. This acknowledgment is made for the purpose of complying with the
455 provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to
456 sign the deed from Seller which deed will contain the aforesaid provision.

457 (J) This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here : _____

458
459 **Private Transfer Fee Addendum (PAR Form PTF) is attached to and made part of this Agreement.**

460 **Notices Regarding Private Transfer Fees:** In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer
461 Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that is payable upon
462 the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or
463 charge runs with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is
464 a fixed amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for
465 the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to
466 prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections
467 to buyers.

468 **15. MAINTENANCE & RISK OF LOSS (9-15)**

469 Seller will bear risk of loss from fire or other casualties until time of settlement. In the event of damage by fire or other casualties to
470 any part of the Property included in the sale that is not repaired or replaced prior to settlement (including, but not limited to, structures,
471 grounds, fixtures, appliances and personal property), Buyer will have the option of rescinding this Agreement and promptly receiving
472 all monies paid on account of purchase price or of extending settlement until such time as Seller can deliver the Property in completed
473 condition. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in this Property as of the time of execution of this
474 Agreement.

475 **16. WARRANTIES (11-00)**

476 (A) **Assignment of Manufacturer's Warranties:** Seller hereby assigns to Buyer the manufacturer's warranties on all appliances,
477 equipment, and other consumer products to be installed in or on the Property. Copies of these warranties will be delivered to Buyer.
478 Seller makes no warranties, representations or guarantees with respect to the appliances, equipment and consumer products, and all
479 such warranties, representations and guarantees are hereby disclaimed. The sole remedy of Buyer as to any such items will be to
480 make such claims as are appropriate under the manufacturer's warranties.

481 (B) **Limited Warranty:** Except as set forth in any new construction warranty that may be provided herewith, **SELLER MAKES**
482 **NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING**
483 **BUT NOT LIMITED TO THOSE OF WORKMANLIKE CONSTRUCTION, HABITABILITY, DESIGN, CONDITION,**
484 **QUALITY OR OTHERWISE AS TO THE PROPERTY AND THE RESIDENCE AND OTHER IMPROVEMENTS CON-**
485 **STRUCTURED THEREON, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS OR**
486 **WARRANTIES.** Buyer hereby acknowledges and accepts such disclaimer and agrees to waive any and all rights Buyer may have
487 by virtue of such representations and warranties. Except for the warranties provided by Seller, Buyer assumes the risk of any and all
488 damage occurring in or appearing on the Property from the date of settlement, regardless of the cause thereof. Buyer's assumption
489 of this risk is partially in consideration of the amount of the purchase price of the Property which is lower than it would be if Seller
490 was to be held responsible for any such risks by virtue of said expressed or implied representations or warranties.

491 **17. RECORDING (9-05)**

492 This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer
493 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

494 **18. ASSIGNMENT (2-12)**

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

498 **19. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)**

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

501 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by
502 either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Penn-
503 sylvania.

504 **20. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (2-16)**

505 The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property
506 Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S.
507 real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons pur-
508 chasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required to

withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. taxation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/Buyer you must find out if the transferor is a foreign person as defined by the Act. If the transferor is a foreign person and you fail to withhold, you may be held liable for the tax.

21. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (9-15)

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.**

22. REPRESENTATIONS (2-12)

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

(B) Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an assessment of the plan, drawings, specifications, or such documents as have bearing on the nature and quality of the structures to be built by Seller. Furthermore, Brokers, their licensees, employees, officers, and partners make no representation with respect to permits or such other evidence of government approval for the construction of the structures to be built by Seller, or of the environmental conditions, the permitted uses, the financial condition of Seller, or the conditions existing in the locale where the property is situated nor have they made an inspection of the components, appliances, systems, or consumer products to be installed in or about the Property.

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

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

23. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)

(A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price, other than those amounts designated as non-refundable, pursuant to the terms of Paragraph 23(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

(B) Where Seller terminates this Agreement due to Buyer's default, breach or failure to comply with the obligations contained in this Agreement, or where this Agreement is terminated through no fault of Seller, then Seller has the option of retaining all sums paid by Buyer, including deposit monies designated as non-refundable.

(C) Where Buyer terminates this Agreement due to Seller's default, breach or failure to comply with the obligations contained in this Agreement, then Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price, **including those amounts designated as non-refundable**, pursuant to the terms of Paragraph 23(B), and this Agreement will be VOID.

(D) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:

1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
3. According to the terms of a final order of court.
4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 23(E))

(E) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 180 days after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after a distribution is made.

(F) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 23 or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.

(G) **Unless otherwise checked in Paragraph 23(H)**, upon Buyer default, Seller may elect to retain those sums paid by Buyer, including deposit monies:

1. On account of purchase price, OR
2. As monies to be applied to Seller's damages, OR
3. As liquidated damages for such default.

(H) **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.**

574 (I) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 23(G) or (H), Buyer
575 and Seller are released from further liability or obligation and this Agreement is VOID.

576 (J) Brokers and licensees are not responsible for unpaid deposits.

577 **24. MEDIATION (7-20)**

578 Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies,
579 to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute
580 Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation sys-
581 tem offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be divided
582 equally among the parties and will be paid before the mediation conference. **Legal proceedings may be initiated prior to the completion**
583 **of the mediation process to stop any statute of limitations from expiring and for the purpose of indexing a lis pendens by Buyer to prevent**
584 **the transfer of title to a third party when Buyer is seeking to purchase the Property. The parties agree that all proceedings shall be stayed**
585 **until the completion of mediation and that a court of competent jurisdiction may award attorneys' fees to the prevailing party should the**
586 **court find that a party has unreasonably breached this provision or acted in bad faith.** This mediation process must be concluded before
587 any party to the dispute may initiate legal proceedings in any courtroom, with the exception of filing a summons if it is necessary to
588 stop any statute of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding. Any
589 agreement to mediate disputes or claims arising from this Agreement will survive settlement.

590 **25. RELEASE (9-05)**

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

599 **26. REAL ESTATE RECOVERY FUND (1-18)**

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

603 **27. COMMUNICATIONS WITH BUYER AND/OR SELLER (9-15)**

604 (A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s)
605 and Closing Disclosure(s) upon receipt.

606 (B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be
607 satisfied by communication/delivery to the Broker for Buyer, if any, **except for documents required to be delivered pursuant**
608 **to Paragraph 13.** If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made
609 directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows
610 communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If
611 there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller,
612 unless otherwise agreed to by the parties.

613 **28. HEADINGS (9-15)**

614 The section and paragraph headings in this Agreement are for convenience only and are not intended to indicate all of the matter in the
615 sections which follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

617 **29. SPECIAL CLAUSES (9-15)**

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

- 619 Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- 620 Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
- 621 Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
- 622 Settlement of Other Property Contingency Addendum (PAR Form SOP)
- 623 Appraisal Contingency Addendum (PAR Form ACA)

624 _____

625 _____

626 **(B) The following exhibits are made part of this Agreement if checked:**

- 627 Plot Plan of Lot Options/Extras/Alterations
- 628 House Plan/Floor Plan/Elevation New Construction Warranty
- 629 Floor Plan Reversed Restrictive Covenants/Deed Restrictions
- 630 Building Specifications Standard Features

631 _____

632 _____

633 _____

634 **(C) Additional Terms:**

635 _____

636 _____

637 _____

638 _____

639 _____

640 _____

641 _____

642 _____

643 _____

644 _____

645 _____

646 _____

647 _____

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

649 **This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counter-**

650 **parts together shall constitute one and the same Agreement of the Parties.**

651 **NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Parties to this transaction are**

652 **advised to consult a Pennsylvania real estate attorney before signing if they desire legal advice.**

653 **Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures**

654 **of all parties, constitutes acceptance by the parties.**

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

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

657 _____ **Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money)**

658 _____ **before signing this Agreement.**

659 **BUYER** _____ **DATE** _____

660 **BUYER** _____ **DATE** _____

661 **BUYER** _____ **DATE** _____

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

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

664 **SELLER** _____ **DATE** _____

665 **SELLER** _____ **DATE** _____

666 **SELLER** _____ **DATE** _____