

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

A/S - 2K

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

**SELLER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER**

**BROKER (Company)** \_\_\_\_\_ **PHONE** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_ **FAX** \_\_\_\_\_

**BROKER IS THE AGENT FOR SELLER. Designated Agent(s) for Seller, if applicable:** \_\_\_\_\_

**OR**

**Broker is NOT the Agent for Seller and is a/an:**     AGENT FOR BUYER                       TRANSACTION LICENSEE

**BUYER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER**

**BROKER (Company)** \_\_\_\_\_ **PHONE** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_ **FAX** \_\_\_\_\_

**BROKER IS THE AGENT FOR BUYER. Designated Agent(s) for Buyer, if applicable:** \_\_\_\_\_

**OR**

**Broker is NOT the Agent for Buyer and is a/an:**     AGENT FOR SELLER     SUBAGENT FOR SELLER     TRANSACTION LICENSEE

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

1 **1. This Agreement**, dated December 3, 2003 \_\_\_\_\_, is between  
2 **SELLER(S):**  
3 \_\_\_\_\_

4 called "Seller," and  
5 **BUYER(S):**  
6 \_\_\_\_\_

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

15 **3. TERMS (1-02)**  
16 **(A) Purchase Price** \_\_\_\_\_ **U.S. Dollars**

17 \_\_\_\_\_  
18 **which will be paid to Seller by Buyer as follows:**  
19 1. Cash or check at signing this Agreement: \_\_\_\_\_ \$ \_\_\_\_\_  
20 2. Cash or check within \_\_\_\_\_ days of the execution of this Agreement: \_\_\_\_\_ \$ \_\_\_\_\_  
21 3. \_\_\_\_\_ \$ \_\_\_\_\_  
22 4. Cash, cashier's or certified check at time of settlement: \_\_\_\_\_ \$ \_\_\_\_\_  
23 **TOTAL \$** \_\_\_\_\_

24 **(B) Deposits paid on account of purchase price to be held by Broker for Seller, unless otherwise stated here:**  
25 \_\_\_\_\_

26 **(C) Seller's written approval to be on or before:** \_\_\_\_\_

27 **(D) Settlement to be on** \_\_\_\_\_, **or before if Buyer and Seller agree.**

28 **(E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here:**  
29 \_\_\_\_\_

30 **(F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here:**  
31 \_\_\_\_\_

32 **(G) At time of settlement, the following will be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where**  
\_\_\_\_\_

PREPARED BY AGENT: Thomas A. Loker, REALTOR

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Buyer(s) Initials \_\_\_\_\_



33 applicable: taxes (see Information Regarding Tax Proration); rents; interest on mortgage assumptions; condominium fees  
34 and homeowner association fees, if any; water and/or sewer fees, if any, together with any other lienable municipal service.  
35 The charges are to be pro-rated for the period(s) covered: Seller will pay up to and including the date of settlement; Buyer  
36 will pay for all days following settlement, unless otherwise stated here:  
37

38 **4. FIXTURES & PERSONAL PROPERTY (1-00)**

39 (A) INCLUDED in this sale and purchase price are all existing items permanently installed in the Property, free of liens,  
40 including plumbing; heating; lighting fixtures (including chandeliers and ceiling fans); water treatment systems; pool and spa  
41 equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining  
42 heating and cooking fuels stored on the Property at the time of settlement; wall to wall carpeting; window covering hardware,  
43 shades and blinds; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated. Also included:  
44

45 (B) LEASED items (not owned by Seller):  
46

47 (C) EXCLUDED fixtures and items:  
48

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

50 (A) The said date for settlement and all other dates and times referred to for the performance of any of the obligations of this  
51 Agreement are agreed to be of the essence of this Agreement and are binding.

52 (B) For the purposes of this Agreement, number of days will be counted from the date of execution, by excluding the day this  
53 Agreement was executed and including the last day of the time period.

54 (C) The date of settlement is not extended by any other provision of this Agreement and may only be extended by mutual  
55 written agreement of the parties.

56 (D) Certain time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. Any pre-printed time  
57 periods are negotiable and may be changed by striking out the pre-printed text and inserting a different time period  
58 acceptable to all parties.

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

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

61  ELECTED

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

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

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

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

80 (C) 1. **Mortgage commitment date** \_\_\_\_\_. If a written commitment is not received by Seller by  
81 the above date, **Buyer and Seller agree to extend the mortgage commitment date until Seller terminates this**  
82 **Agreement in writing by notice to Buyer.**

83 2. Upon receipt of a mortgage commitment, Buyer will promptly deliver a copy of the commitment to Seller.

84 3. Seller has the option to terminate this Agreement in writing, after the mortgage commitment date if the mortgage  
85 commitment:

- 86 a. Is not valid until the date of settlement, OR
- 87 b. Is conditioned upon the **sale and settlement of any other property, OR**
- 88 c. Contains any other condition not specified in this Agreement that is not satisfied and/or removed in writing by  
89 the mortgage lender within 7 DAYS after the **mortgage commitment date in paragraph 6 (C) (1).**



- 90 4. If this Agreement is terminated as specified in paragraphs 6 (C) (1) or (3), or the mortgage loan is not obtained for  
 91 settlement, all deposit monies paid on account of purchase price will be returned to Buyer. Buyer will be responsible  
 92 for any premiums for mechanics' lien insurance and/or title search, or fee for cancellation of same, if any; AND/OR  
 93 any premiums for flood insurance, mine subsidence insurance and/or fire insurance with extended coverage, or  
 94 cancellation fee, if any; AND/OR any appraisal fees and charges paid in advance to the mortgage lender.  
 95 (D) If the mortgage lender requires repairs to the Property, Buyer will, upon receipt, deliver a copy of the mortgage lender's  
 96 requirements to Seller. Seller will, within 5 DAYS of receipt of the mortgage lender's requirements, notify  
 97 Buyer whether Seller will make the required repairs at Seller's expense.  
 98 1. If Seller chooses to make the required repairs, Buyer will accept the Property and agree to the RELEASE set forth in  
 99 paragraph 25 of this Agreement.  
 100 2. If Seller chooses not to make the required repairs, **or if Seller fails to respond within the time given**, Buyer will,  
 101 within 5 DAYS, notify Seller in writing of Buyer's choice to terminate this Agreement OR make the  
 102 required repairs at Buyer's expense and with Seller's permission, which will not be unreasonably withheld. If Seller  
 103 denies Buyer permission to make the required repairs, Buyer may, within 5 DAYS of Seller's denial,  
 104 terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned  
 105 promptly to Buyer and this Agreement will be VOID.  
 106 (E) **Seller Assist**  
 107  NOT APPLICABLE  
 108  APPLICABLE. Seller will pay:  
 109  \$ \_\_\_\_\_, maximum, toward Buyer's costs as permitted by the mortgage lender.  
 110  \_\_\_\_\_

**FHA/VA, IF APPLICABLE**

- 112 (F) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the  
 113 purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless  
 114 Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing  
 115 Commissioner, Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the  
 116 Property of not less than \$ \_\_\_\_\_ (the dollar amount to be inserted is the sales price as stated in this  
 117 Agreement). Buyer will have the privilege and option of proceeding with consummation of the contract without regard to  
 118 the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the  
 119 Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the  
 120 Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.  
 121 **Warning:** Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing  
 122 Administration Transactions, provides, "Whoever for the purpose of . . . influencing in any way the action of such  
 123 Department, makes, passes, utters, or publishes any statement, knowing the same to be false . . . shall be fined under this  
 124 title or imprisoned not more than two years, or both."  
 125 (G) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's**  
 126 **Acknowledgement**  
 127  Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection" (see Notices and Information on  
 128 Property Condition Inspections). Buyer understands the importance of getting an independent home inspection and has  
 129 thought about this before signing this Agreement.

130 **Buyer's Initials** \_\_\_\_\_ **Date** \_\_\_\_\_

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

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

- 135 (A) Seller agrees to permit inspections by authorized appraisers, reputable certifiers, insurer's representatives, surveyors,  
 136 municipal officials and/or Buyer as may be required by the mortgage lender, if any, or insuring agencies. Seller further  
 137 agrees to permit any other inspections required by or provided for in the terms of this Agreement. Buyer has the right to  
 138 attend all inspections.  
 139 (B) Buyer reserves the right to make a pre-settlement walk-through inspection of the Property. Buyer's right to make this  
 140 inspection is not waived by any other provision of this Agreement.  
 141 (C) Seller will have heating and all utilities (including fuel(s)) on for the inspections.  
 142 (D) All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any reports to Broker for Buyer.

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

- 144 Other provisions of this Agreement may provide for inspections and/or certifications that are not waived or altered by Buyer's  
 145 election here.  
 146  **WAIVED.** Buyer understands that Buyer has the option to request inspections of the Property (see Property Inspection  
 147 Notices and Environmental Notices). BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph  
 148 25 of this Agreement.

PREPARED BY AGENT: Thomas A. Loker, REALTOR

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Buyer(s) Initials \_\_\_\_\_



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

PREPARED BY AGENT: Thomas A. Loker, REALTOR

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Buyer(s) Initials \_\_\_\_\_



208 deliver the structural damage report and corrective proposal to Seller within 7 DAYS of delivering the original  
 209 inspection report.

210 (D) Within 5 DAYS of receiving the structural damage report and corrective proposal, Seller will advise Buyer whether  
 211 Seller will repair, at Seller's expense and before settlement, any structural damage from active or previous infestation(s).

212 (E) If Seller chooses to repair structural damage revealed by the report, Buyer agrees to accept the Property as repaired and agrees  
 213 to the RELEASE set forth in paragraph 25 of this Agreement.

214 (F) If Seller chooses not to repair structural damage revealed by the report **or fails to respond within the time given**, Buyer,  
 215 within 5 DAYS, will notify Seller in writing of Buyer's choice to:

216 1. Accept the Property with the defects revealed by the inspection, without abatement of price, and agree to the RELEASE  
 217 set forth in paragraph 25 of this Agreement, OR

218 2. Make the repairs before settlement, if required by the mortgage lender, if any, at Buyer's expense and with Seller's  
 219 permission, which will not be unreasonably withheld, in which case Buyer accepts the Property and agrees to the  
 220 RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to make the repairs, Buyer  
 221 may, within 5 DAYS of Seller's denial, terminate this Agreement in writing, in which case all deposit  
 222 monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR

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

225 **10. RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT NOTICE REQUIRED FOR PROPERTIES**  
 226 **BUILT BEFORE 1978 (1-02)**

227  NOT APPLICABLE

228  APPLICABLE

229 (A) **Seller represents that** Seller has no knowledge concerning the presence of lead-based paint and/or lead-based paint  
 230 hazards in or about the Property, unless checked below.

231  Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.  
 232 (Provide the basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the  
 233 painted surfaces, and other available information concerning Seller's knowledge of the presence of lead-based paint  
 234 and/or lead-based paint hazards.)

235 \_\_\_\_\_

236 (B) **Records/Reports:** Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or  
 237 about the Property, unless checked below.

238  Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint  
 239 hazards in or about the Property. (List documents)

240 \_\_\_\_\_

241 (C) **Buyer's Acknowledgment:** Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read  
 242 the Lead Warning Statement contained in this Agreement (See Environmental Notices). Buyer has reviewed Seller's  
 243 disclosure of known lead-based paint and/or lead-based paint hazards, as identified in paragraph 10(A) and has received the  
 244 records and reports pertaining to lead-based paint and/or lead-based paint hazards identified in paragraph 10(B).  
 245 **Buyer's Initials** \_\_\_\_\_ **Date** \_\_\_\_\_

246 (D) **RISK ASSESSMENT/INSPECTION:** Buyer acknowledges that before Buyer is obligated to buy a residential dwelling  
 247 built before 1978, Buyer has 10 DAYS to conduct a risk assessment or inspection of the Property for the  
 248 presence of lead-based paint and/or lead-based paint hazards.

249  WAIVED. Buyer understands that Buyer has the right to conduct a risk assessment or inspection of the Property to  
 250 determine the presence of lead-based paint and/or lead-based paint hazards. BUYER WAIVES THIS RIGHT and agrees to  
 251 the RELEASE set forth in paragraph 25 of this Agreement.

252  ELECTED

253 1. Buyer, at Buyer's expense, chooses to obtain a risk assessment and/or inspection of the Property for lead-based paint  
 254 and/or lead-based paint hazards. The risk assessment and/or inspection will be completed within 10 DAYS  
 255 of the execution of this Agreement.

256 2. **Within the time set forth above for obtaining the risk assessment and/or inspection of the Property for**  
 257 **lead-based paint and/or lead-based paint hazards, Buyer may deliver to Seller** a written list of the specific  
 258 hazardous conditions cited in the report and those corrections requested by Buyer, along with a copy of the risk  
 259 assessment and/or inspection report.

260 3. Seller may, within 7 DAYS of receiving the list and report(s), submit a written corrective proposal to Buyer.  
 261 The corrective proposal will include, but not be limited to, the name of the remediation company and a projected  
 262 completion date for corrective measures. Seller will provide certification from a risk assessor or inspector that  
 263 corrective measures have been satisfactorily completed on or before the projected completion date.

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

265 a. Accept the corrective proposal and the Property in writing, and agree to the RELEASE set forth in paragraph  
 266 25 of this Agreement, OR

PREPARED BY AGENT: Thomas A. Loker, REALTOR

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Buyer(s) Initials \_\_\_\_\_



- 267 b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will
- 268 be returned promptly to Buyer and this Agreement will be VOID.
- 269 5. **Should Seller fail to submit a written corrective proposal within the time set forth** in paragraph 10(D)3 of this
- 270 Agreement, Buyer, within  5  DAYS, will:
- 271 a. Accept the Property in writing, and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
- 272 b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price
- 273 will be returned promptly to Buyer and this Agreement will be VOID.
- 274 6. **Buyer's failure to exercise any of Buyer's options within the time limits specified in this paragraph will**
- 275 **constitute a WAIVER of this contingency and Buyer accepts the Property and agrees to the RELEASE set forth**
- 276 **in paragraph 25 of this Agreement.**
- 277 (E) **Certification:** By signing this Agreement, Buyer and Seller certify the accuracy of their respective statements, to the best of
- 278 their knowledge.

279 **11. STATUS OF RADON (1-02)**

- 280 (A) **Seller represents that** Seller has no knowledge concerning the presence or absence of radon unless checked below.
- 281  1. Seller has knowledge that the Property was tested on the dates, by the methods (e.g., charcoal canister, alpha track,
- 282 etc.), and with the results of all tests indicated below:
- 283 DATE TYPE OF TEST RESULTS (picocuries/liter or working levels)
- 284 \_\_\_\_\_
- 285 \_\_\_\_\_
- 286 COPIES OF ALL AVAILABLE TEST REPORTS will be delivered to Buyer with this Agreement. SELLER DOES
- 287 NOT WARRANT EITHER THE METHODS OR RESULTS OF THE TESTS.
- 288  2. Seller has knowledge that the Property underwent radon reduction measures on the date(s) and by the method(s)
- 289 indicated below:
- 290 DATE RADON REDUCTION METHOD
- 291 \_\_\_\_\_
- 292 \_\_\_\_\_

293 (B) **RADON INSPECTION CONTINGENCY**

- 294  **WAIVED.** Buyer understands that Buyer has the option to request that the Property be inspected for radon by a certified
- 295 inspector (see Environmental Notices: Radon). BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth
- 296 in paragraph 25 of this Agreement.
- 297  **ELECTED.** Buyer, at Buyer's expense, has the option to obtain, from a certified inspector, a radon test of the Property, and
- 298 will deliver a copy of the test report to Seller within \_\_\_\_\_ DAYS (15 days if not specified) of the execution of
- 299 this Agreement. (See Environmental Notices: Radon)
- 300 1. If the test report reveals the presence of radon below 0.02 working levels (4 picocuries/liter), Buyer accepts the
- 301 Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.
- 302 2. If the test report reveals the presence of radon at or exceeding 0.02 working levels (4 picocuries/liter), Buyer will,
- 303 within  7  DAYS of receipt of the test results:
- 304  **Option 1**
- 305 a. Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
- 306 b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will
- 307 be returned promptly to Buyer and this Agreement will be VOID, OR
- 308 c. Submit a written, corrective proposal to Seller. The corrective proposal will include, but not be limited to, the name
- 309 of the certified mitigation company; provisions for payment, including retests; and a projected completion date for
- 310 corrective measures.
- 311 (1) Within  5  DAYS of receiving the corrective proposal, Seller will:
- 312 (a) Agree to the terms of the corrective proposal in writing, in which case Buyer accepts the Property and agrees
- 313 to the RELEASE set forth in paragraph 25 of this Agreement, OR
- 314 (b) Not agree to the terms of the corrective proposal.
- 315 (2) Should Seller not agree to the terms of the corrective proposal or if Seller **fails to respond within the time given,**
- 316 Buyer will, within  5  DAYS, elect to:
- 317 (a) Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
- 318 (b) Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will
- 319 be returned promptly to Buyer and this Agreement will be VOID.
- 320  **Option 2**
- 321 a. Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
- 322 b. Submit a written, corrective proposal to Seller. The corrective proposal will include, but not be limited to, the name of
- 323 the certified mitigation company; provisions for payment, including retests; and a projected completion date for
- 324 corrective measures. Seller will pay a maximum of \$ \_\_\_\_\_ toward the total cost of remediation and
- 325 retests, which will be completed by settlement.

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- 326 (1) If the total cost of remediation and retests EXCEEDS the amount specified in paragraph 11(B) (Option 2) b, Seller  
 327 will, within 5 DAYS of receipt of the cost of remediation, notify Buyer in writing of Seller's choice to:  
 328 (a) Pay for the total cost of remediation and retests, in which case Buyer accepts the Property and agrees to the  
 329 RELEASE set forth in paragraph 25 of this Agreement, OR  
 330 (b) Contribute toward the total cost of remediation and retests only the amount specified in paragraph 11(B)  
 331 (Option 2) b.  
 332 (2) If Seller chooses not to pay for the total cost of remediation and retests, or if Seller **fails to choose either option**  
 333 **within the time given**, Buyer will, within 5 DAYS, notify Seller in writing of Buyer's choice to:  
 334 (a) Pay the difference between Seller's contribution to remediation and retests and the actual cost thereof, in which  
 335 case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR  
 336 (b) Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be  
 337 returned promptly to Buyer and this Agreement will be VOID.

338 **12. STATUS OF WATER (1-02)**

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

- 340  Public Water  
 341  On-site Water  
 342  Community Water  
 343  None  
 344  \_\_\_\_\_

345 (B) **WATER SERVICE INSPECTION CONTINGENCY**

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

- 349 1. Buyer has the option, within \_\_\_\_\_ DAYS (15 days if not specified) of the execution of this Agreement and  
 350 at Buyer's expense, to deliver to Seller a written inspection report by a qualified, professional water testing company  
 351 of the quality and/or quantity of the water service.  
 352 2. Seller agrees to locate and provide access to the on-site (or individual) water system, if applicable, at Seller's expense,  
 353 if required by the inspection company. Seller also agrees to restore the Property, at Seller's expense, prior to settlement.  
 354 3. If the report reveals that the water service does not meet the minimum standards of any applicable governmental  
 355 authority and/or fails to satisfy the requirements for quality and/or quantity set by the mortgage lender, if any, then  
 356 Seller will, within 7 DAYS of receipt of the report, notify Buyer in writing of Seller's choice to:  
 357 a. Upgrade the water service to the minimum acceptable levels, before settlement, in which case Buyer accepts the  
 358 Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR  
 359 b. Not upgrade the water service.  
 360 4. If Seller chooses not to upgrade the service to minimum acceptable levels, or **fails to respond within the time given**,  
 361 Buyer will, within 5 DAYS, either:  
 362 a. Accept the Property and the water service and, if required by the mortgage lender, if any, and/or any  
 363 governmental authority, upgrade the water service before settlement or within the time required by the mortgage  
 364 lender, if any, and/or any governmental authority, at Buyer's expense and with Seller's permission, which will  
 365 not be unreasonably withheld, and agree to the RELEASE set forth in paragraph 25 of this Agreement. If Seller  
 366 denies Buyer permission to upgrade the water service, Buyer may, within 5 DAYS of Seller's  
 367 denial, terminate this Agreement in writing. If Buyer terminates this Agreement, all deposit monies paid on  
 368 account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR  
 369 b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will  
 370 be returned promptly to Buyer and this Agreement will be VOID.

371 **13. STATUS OF SEWER (1-02)**

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

- 373  Public Sewer  
 374  Individual On-lot Sewage Disposal System (See Sewage Notice 1)  
 375  Individual On-lot Sewage Disposal System in Proximity to Well (See Sewage Notice 1; see Sewage Notice 4, if  
 376 applicable)  
 377  Community Sewage Disposal System  
 378  Ten-acre Permit Exemption (See Sewage Notice 2)  
 379  Holding Tank (See Sewage Notice 3)  
 380  None (See Sewage Notice 1)  
 381  None Available/Permit Limitations in Effect (See Sewage Notice 5)  
 382  \_\_\_\_\_

383 (B) **INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSPECTION CONTINGENCY**

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- 384  WAIVED. Buyer acknowledges that Buyer has the option to request an individual on-lot sewage disposal inspection of the  
 385 Property. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.  
 386  ELECTED  
 387 1. Buyer has the option, within \_\_\_\_\_ DAYS (15 days if not specified) of the execution of this Agreement and  
 388 at Buyer's expense, to deliver to Seller a written inspection report by a qualified, professional inspector of the  
 389 individual on-lot sewage disposal system.  
 390 2. Seller, at Seller's expense, agrees, if and as required by the inspection company, to locate, provide access to, and empty  
 391 the individual on-lot sewage disposal system. Seller also agrees to restore the Property, at Seller's expense, prior to  
 392 settlement.  
 393 3. If the report reveals defects that do not require expansion or replacement of the existing sewage disposal system, Seller  
 394 will, within 7 DAYS of receipt of the report, notify Buyer in writing of Seller's choice to:  
 395 a. Correct the defects before settlement, including retests, at Seller's expense, in which case Buyer accepts the  
 396 Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR  
 397 b. Not correct the defects.  
 398 4. If Seller chooses not to correct the defects, or if Seller **fails to respond within the time given**, Buyer will, within  
 399 5 DAYS, either:  
 400 a. Accept the Property and the system and, if required by the mortgage lender, if any, and/or any governmental  
 401 authority, correct the defects before settlement or within the time required by the mortgage lender, if any,  
 402 and/or any governmental authority, at Buyer's sole expense and with Seller's permission, which will not be  
 403 unreasonably withheld, and agree to the RELEASE set forth in paragraph 25 of this Agreement. If Seller  
 404 denies Buyer permission to correct the defects, Buyer may, within 5 DAYS of Seller's denial,  
 405 terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will  
 406 be returned promptly to Buyer and this Agreement will be VOID, OR  
 407 b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will  
 408 be returned promptly to Buyer and this Agreement will be VOID.  
 409 5. If the report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may,  
 410 within 25 DAYS of receipt of the report, submit a corrective proposal to Buyer. The corrective proposal  
 411 will include, but not be limited to, the name of the remediation company; provisions for payment, including retests;  
 412 and a projected completion date for corrective measures. Within 5 DAYS of receiving Seller's corrective  
 413 proposals, or **if no corrective proposal is received within the time given**, Buyer will:  
 414 a. Agree to the terms of the corrective proposal, if any, in writing, in which case Buyer accepts the Property and  
 415 agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR  
 416 b. Accept the Property and the system and, if required by the mortgage lender, if any, and/or any governmental  
 417 authority, correct the defects before settlement or within the time required by the mortgage lender, if any,  
 418 and/or any governmental authority, at Buyer's sole expense and with Seller's permission, which will not be  
 419 unreasonably withheld, and agree to the RELEASE set forth in paragraph 25 of this Agreement. If Seller  
 420 denies Buyer permission to correct the defects, Buyer may, within 5 DAYS of Seller's denial,  
 421 terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will  
 422 be returned promptly to Buyer and this Agreement will be VOID, OR  
 423 c. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will  
 424 be returned promptly to Buyer and this Agreement will be VOID.

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

- 426 (A) Seller represents, as of Seller's execution of this Agreement, that no public improvement, condominium or homeowner  
 427 association assessments have been made against the Property which remain unpaid and that no notice by any government or  
 428 public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning,  
 429 housing, building, safety or fire ordinances which remain uncorrected, and that Seller knows of no condition that would  
 430 constitute violation of any such ordinances which remains uncorrected, unless otherwise specified here:  
 431 \_\_\_\_\_  
 432 (B) Seller knows of no other potential notices (including violations) and assessments except as follows:  
 433 \_\_\_\_\_  
 434 (C) In the event any notices (including violations) and assessments are received after execution of this Agreement and before  
 435 settlement, Seller will notify Buyer in writing, within 5 DAYS of receiving the notice or assessment, that Seller will:  
 436 1. Comply with notices and assessments at Seller's expense, in which case Buyer accepts the Property and agrees to the  
 437 RELEASE set forth in paragraph 25 of this Agreement, OR  
 438 2. Not comply with notices and assessments at Seller's expense.  
 439 3. If Seller chooses not to comply with notices and assessments, or **fails within the time given to notify Buyer if Seller**  
 440 **will comply**, Buyer will notify Seller within 5 DAYS in writing that Buyer will either:  
 441 a. Comply with the notices and assessments at Buyer's expense and agree to the RELEASE set forth in paragraph

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442 25 of this Agreement, OR  
 443 b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned  
 444 promptly to Buyer and this Agreement will be VOID.  
 445 **If Buyer fails to notify Seller within the time given, Buyer accepts the Property and agrees to the**  
 446 **RELEASE set forth in paragraph 25 of this Agreement.**

447 (D) Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of  
 448 Transportation.

449 (E) If required by law, within 15 DAYS of the execution of this Agreement Seller will order for delivery to Buyer,  
 450 on or before settlement:

451 1. A certification from the appropriate municipal department or departments disclosing notice of any uncorrected violation  
 452 of zoning, housing, building, safety or fire ordinances, AND/OR

453 2. A certificate permitting occupancy of the Property. In the event repairs/improvements are required for the issuance of  
 454 the certificate, Seller will, within 5 DAYS of Seller's receipt of the requirements, notify Buyer of the  
 455 requirements and whether Seller will make the required repairs/improvements at Seller's expense.

456 If Seller chooses to make the required repairs/improvements, Buyer agrees to accept the Property as repaired and agrees to  
 457 the RELEASE set forth in paragraph 25 of this Agreement. If Seller chooses not to make the required repairs/improvements,  
 458 Buyer will, within 5 DAYS, notify Seller in writing of Buyer's choice to terminate this Agreement OR make the  
 459 repairs/improvements at Buyer's expense and with Seller's permission, which will not be unreasonably withheld. If Seller  
 460 denies Buyer permission to make the required repairs or if **Seller fails to respond within the time given**, Buyer may,  
 461 within 5 DAYS, terminate this Agreement in writing, in which case all deposit monies paid on account of  
 462 purchase price will be returned promptly to Buyer and this Agreement will be VOID.

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

464 (A) The Property is to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER the  
 465 following: existing deed restrictions, historic preservation restrictions or ordinances, building restrictions, ordinances,  
 466 easements of roads, easements visible upon the ground, easements of record, privileges or rights of public service companies,  
 467 if any; otherwise the title to the above described real estate will be good and marketable and such as will be insured by a  
 468 reputable Title Insurance Company at the regular rates.

469 (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics lien insurance, or fee for cancellation  
 470 of same, if any; (2) Flood insurance, fire insurance with extended coverage, mine subsidence insurance, and fee for  
 471 cancellation of same, if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any; (4) Buyer's  
 472 customary settlement costs and accruals.

473 (C) Any survey or surveys which may be required by the Title Insurance Company or the abstracting attorney for the preparation  
 474 of an adequate legal description of the Property (or the correction thereof) will be secured and paid for by Seller. Any  
 475 survey or surveys desired by Buyer or required by the mortgage lender will be secured and paid for by Buyer.

476 (D) In the event Seller is unable to give a good and marketable title and such as will be insured by a reputable Title Company  
 477 at the regular rates, as specified in paragraph 15(A), Buyer will have the option of: (1) taking such title as Seller can give  
 478 with no change to the purchase price; or (2) being repaid all monies paid by Buyer to Seller on account of purchase price  
 479 and being reimbursed by Seller for any costs incurred by Buyer for any inspections or certifications obtained according to  
 480 the terms of the Agreement, and for those items specified in paragraph 15(B) items (1), (2), (3) and in paragraph 15(C), in  
 481 which case there will be no further liability or obligation on either of the parties hereto and this Agreement will become VOID.

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

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

487 **Zoning Classification:** \_\_\_\_\_

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

494 **17. COAL NOTICE**

495  NOT APPLICABLE

496  APPLICABLE

497 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND  
 498 RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE  
 499 OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL  
 500 AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE,

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501 BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1  
 502 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against  
 503 subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to  
 504 mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgment is made for  
 505 the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation  
 506 Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

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

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

- 509 1. Physical possession to vacant Property free of debris, with all structures broom-clean, at day and time of settlement,  
 510 AND/OR
- 511 2. Assignment of existing lease(s), together with any security deposits and interest, at time of settlement, if Property is  
 512 leased at the execution of this Agreement or unless otherwise specified herein. Buyer will acknowledge existing  
 513 lease(s) by initialing said leases(s) at time of execution of this Agreement.

514 (B) Seller will not enter into any new leases, written extension of existing leases, if any, or additional leases for the Property  
 515 without the written consent of Buyer.

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

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

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

523 (A) Deposits paid by Buyer within 30 DAYS of settlement will be by cash, cashier's or certified check. Deposits,  
 524 regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker or party  
 525 identified in paragraph 3(B), who will retain them in an escrow account until consummation or termination of this  
 526 Agreement in conformity with all applicable laws and regulations. Any uncashed check tendered as deposit monies may  
 527 be held pending the acceptance of this offer.

528 (B) Upon termination of this Agreement, the Broker holding the deposit monies will release the deposit monies in accordance  
 529 with the terms of a fully executed written agreement between Buyer and Seller.

530 (C) In the event of a dispute over entitlement to deposit monies, a broker holding the deposit monies is required by the Rules  
 531 and Regulations of the State Real Estate Commission (49 Pa. Code §35.327) to retain the monies in escrow until the dispute  
 532 is resolved. In the event of litigation for the return of deposit monies, a broker will distribute the monies as directed by a final  
 533 order of court or the written Agreement of the parties. Buyer and Seller agree that, in the event any broker or affiliated  
 534 licensee is joined in litigation for the return of deposit monies, the attorneys' fees and costs of the broker(s) and licensee(s)  
 535 will be paid by the party joining them.

536 (D) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a  
 537 Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been  
 538 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call  
 539 (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

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

541  NOT APPLICABLE

542  APPLICABLE: CONDOMINIUM. Buyer acknowledges that the Property is a unit of a condominium that is primarily run  
 543 by a unit owners' association. §3407 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer  
 544 with a Certificate of Resale and copies of the condominium declaration (other than plats and plans), the bylaws, and the  
 545 rules and regulations of the association.

546  APPLICABLE: PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). Buyer acknowledges that the Property is  
 547 part of a planned community as defined by the Uniform Planned Community Act. (See Definition of Planned Community  
 548 Notice). §5407(a) of the Act requires Seller to furnish Buyer with a copy of the Declaration (other than plats and plans), the  
 549 bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in §5407(a) of the  
 550 Act.

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

553 (A) Within 15 DAYS of the execution of this Agreement, Seller will submit a request to the association for a Certificate  
 554 of Resale and the documents necessary to enable Seller to comply with the Act. The Act provides that the association is  
 555 required to provide these documents within 10 days of Seller's request.

556 (B) Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to  
 557 Buyer for the failure or delay of the association to provide the Certificate in a timely manner, nor is Seller liable to Buyer  
 558 for any erroneous information provided by the association and included in the Certificate.

559 (C) Buyer may declare this Agreement VOID at any time before Buyer's receipt of the association documents and for 5 days

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560 thereafter, OR until settlement, whichever occurs first. Buyer's notice declaring this Agreement void must be in writing;  
 561 thereafter all deposit monies will be returned to Buyer.  
 562 (D) In the event the association has the right to buy the Property (right of first refusal), and the association exercises that right,  
 563 Seller will reimburse Buyer for all monies paid by Buyer on account of purchase price and for any costs incurred by Buyer  
 564 for: (1) Title search, title insurance and/or mechanics lien insurance, or fee for cancellation of same, if any; (2) Flood  
 565 insurance and/or fire insurance with extended coverage, mine subsidence insurance, or fee for cancellation of same, if  
 566 any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any.

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

568 (A) Seller will maintain the Property, grounds, fixtures, and any personal property specifically scheduled herein in its present  
 569 condition, normal wear and tear excepted.  
 570 (B) In the event any system or appliance included in the sale of the Property fails and Seller does not repair or replace the item,  
 571 Seller will promptly notify Buyer in writing of Seller's choice to:  
 572 1. Repair or replace the failed system or appliance before settlement or credit Buyer at settlement for the fair market value  
 573 of the failed system or appliance (this option must be acceptable to the mortgage lender, if any). In each case, Buyer  
 574 accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR  
 575 2. Not repair or replace the failed system or appliance, and not credit Buyer at settlement for the fair market value of the  
 576 failed system or appliance. If Seller does not repair, replace or offer a credit for the failed system or appliance,  
 577 **or if Seller fails to notify Buyer of Seller's choice**, Buyer will notify Seller in writing within  
 578 5 DAYS or before settlement, whichever is sooner, that Buyer will:  
 579 a. Accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR  
 580 b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned  
 581 promptly to Buyer and this Agreement will be VOID.  
 582 (C) Seller will bear risk of loss from fire or other casualties until time of settlement. In the event of damage by fire or other  
 583 casualties to any property included in this sale that is not repaired or replaced prior to settlement, Buyer will have the option  
 584 of rescinding this Agreement and promptly receiving all monies paid on account of purchase price or of accepting the  
 585 Property in its then condition together with the proceeds of any insurance recovery obtainable by Seller. Buyer is hereby  
 586 notified that Buyer may insure Buyer's equitable interest in this Property as of the time of execution of this Agreement.

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

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

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

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

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

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

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

618 (A) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:

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

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

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

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

- 644 (A) **The following are part of this Agreement if checked:**
- 645  Sale & Settlement of Other Property  Settlement of Other Property Contingency Addendum (PAR Form SOP)
- 646  Contingency Addendum (PAR Form SSP)  Tenant-Occupied Property Addendum (PAR Form TOP)
- 647  Sale & Settlement of Other Property  \_\_\_\_\_
- 648  Contingency with Right to Continue  \_\_\_\_\_
- 649  Marketing Addendum (PAR Form SSP-CM)  \_\_\_\_\_

650 (B) \_\_\_\_\_

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

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

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

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

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

666 **BUYER'S MAILING ADDRESS:** \_\_\_\_\_

668 **BUYER'S CONTACT NUMBER(S):** \_\_\_\_\_



WITNESS \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_

669  
670 Seller hereby approves the above contract this (date) \_\_\_\_\_

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

676 SELLER'S MAILING ADDRESS: \_\_\_\_\_  
677 \_\_\_\_\_

678 SELLER'S CONTACT NUMBER(S): \_\_\_\_\_  
679 \_\_\_\_\_

WITNESS \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

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

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

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

686

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

690

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

693

694 **BROKER FOR SELLER (Company Name)** \_\_\_\_\_  
695 **ACCEPTED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

696

697 **BROKER FOR BUYER (Company Name)** \_\_\_\_\_  
698 **ACCEPTED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_



# NOTICES AND INFORMATION

## INFORMATION REGARDING TAX PRORATION

For purposes of prorating real estate taxes, the "periods covered" by the tax bills are as follows: for all counties and municipalities in Pennsylvania, and for the Philadelphia, Pittsburgh, and Scranton school districts, the tax bills are for the period January 1 to December 31. For all other school districts, the period covered by the tax bill is July 1 to June 30.

## COMMUNICATIONS WITH BUYER AND/OR SELLER

Whenever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, said provision shall be satisfied by communication/delivery to the Broker for Buyer, if any. If there is no Broker for Buyer, all such provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties.

Whenever this Agreement contains a provision that requires or allows communication/delivery to a Seller, said provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, all such provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

## NOTICE TO BUYERS SEEKING MORTGAGE FINANCING

The appraised value of the Property is used in determining the maximum amount of the loan and may be different from the purchase price and/or market value.

## NOTICES AND INFORMATION ON PROPERTY CONDITION INSPECTIONS

### U.S. Department of Housing and Urban Development

#### FHA Loans:

#### For Your Protection: Get a Home Inspection

#### What the FHA Does For Buyers . . . and What We Don't Do

**What we do:** FHA helps people become homeowners by insuring mortgages for lenders. This allows lenders to offer mortgages to first-time buyers and others who may not qualify for conventional loans. Because the FHA insures the loan for the lender, the buyer pays only a very low down-payment.

**What we don't do:** FHA does not guarantee the value or condition of your potential new home. If you find problems with your new home after closing, we cannot give or lend you money for repairs, and we cannot buy the home back from you.

That's why it is so important for you, the buyer, to get an independent home inspection. Before you sign a contract, ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

#### Appraisals and Home Inspections are Different

As part of our job insuring the loan, we require that the lender conduct an FHA appraisal. An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. The lender does an appraisal for three reasons:

- To estimate the value of a house
- To make sure that the house meets FHA minimum property standards
- To make sure that the house is marketable

#### Appraisals are not home inspections.

#### Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information than an appraisal - information you need to make a wise decision. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- Evaluate the physical condition: structure, construction, and mechanical systems
- Identify items that need to be repaired or replaced
- Estimate the remaining useful life of the major systems, equipment, structure, and finishes

#### What Goes into a Home Inspection

A home inspection gives the buyer an impartial, physical evaluation of the overall condition of the home and items that need to be repaired or replaced. The inspection gives a detailed report on the condition of the structural components, exterior, roofing, plumbing, electrical, heating, insulation and ventilation, air conditioning, and interiors.

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**Be an Informed Buyer**

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You should arrange to have a home inspection before you purchase your home. Make sure your contract states that the sale of the home depends on the inspection.

If you believe you have been subject to discrimination because of your race, color, religion, sex, handicap, familial status, or national origin, you should call the HUD Fair Housing and Equal Opportunity Complaint Hotline: (800) 669-9777.

This statement must be delivered to you at the time of initial loan application. Return one copy to your lender as proof of notification and keep one copy for your records.

**You, the borrower(s), must be certain that you understand the transaction. Seek professional advice if you are uncertain.**

**PROPERTY INSPECTION NOTICES**

**Property Inspection:** Inspections of the Property can be performed by professional contractors or a home inspector and may include inspections of: structural components; roof; exterior windows and exterior doors; exterior siding, fascia, gutters, and downspouts; appliances; electrical, plumbing, heating, and cooling systems; water penetration; and any other items Buyer may select. Other inspections or certifications might include: Environmental Hazards (e.g., Mold, Indoor Air Quality, Asbestos, Underground Storage Tanks, etc.), Electromagnetic Fields, Wetlands Inspection, Flood Plain Verification, Property Boundary/Square Footage Verification, and any other items Buyer may select. Buyer is advised to investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and to review local zoning ordinances.

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

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

**Water Service:** Buyer may elect to have the water service inspected by a professional water testing company. In addition, on-site water service systems may have to meet certain quality and/or quantity requirements set by the municipality or the mortgage lender.

**Wood-Destroying Insect Infestation:** Insects whose primary source of food is wood, such as termites, wood-boring beetles, carpenter ants, carpenter bees, and certain other insects, can cause damage to the wood structure of a residence. Termite and Pest Control companies are available to make inspections to determine whether wood-destroying insects are present. Because of the way these insects function, damage to wood may be hidden. Careful selection should be made of skilled experts in the termite/pest control field to insure a proper determination of whether wood-boring insects or resultant damage is present.

**Exterior Insulation and Finish Systems (EIFS):** Exterior Insulation and Finish Systems - sometimes referred to as synthetic stucco - are multi-layered wall systems that are applied to the exterior of some homes. Poor or improper installation of EIFS may result in moisture penetrating the surface of a structure where it may cause damage to the building's frame. Leakage most frequently occurs near doors and windows, gutters, the roof connection, and at the lowermost edge of the exterior surface. Vulnerability to leakage depends on structure design as well as the expertise and application skills of the contractor. Damage caused by water intrusion may be both extensive and expensive to repair but may go undetected in the absence of an adequate inspection. Buyers purchasing homes with EIFS construction may seek to engage an inspector experienced in testing the EIFS related problems who can determine the moisture content of the building's frame.

**INFORMATION REGARDING THE HOME INSPECTION LAW  
68 Pa. C.S.A. §7501, et. seq.**

**Applicability:** In general, the Home Inspection Law applies to residential real estate transfers. 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. See Information Regarding The Real Estate Seller Disclosure Law (exceptions 1-8) for a list of exceptions to this general rule.

**Home Inspection:** A noninvasive, 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

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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.

## ENVIRONMENTAL NOTICES

**Asbestos:** The heat-resistant and durable nature of asbestos makes it useful in construction and industry. The physical properties that give asbestos its resistance to heat and decay are linked with several adverse human health effects. Asbestos can easily break into microscopic fibers that can 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, DC 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 U.S. Environmental Protection Agency,

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Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, DC 20460, (202) 260-2090.

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

**Lead: (For Properties built before 1978)**

**Lead Warning Statement:** 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.

**Lead Hazard Disclosure Requirements:** In accordance with the Residential Lead-Based Paint Hazard Reduction Act, any seller of property built before 1978 must provide the buyer with an EPA-approved lead hazards information pamphlet titled *Protect Your Family From Lead in Your Home* and must 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, including the basis used for determining that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based paint 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 pertaining to 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. The Act further requires that before a buyer is obligated to purchase any housing constructed prior to 1978, the seller will 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.

**Radon:** Radon is a natural, radioactive gas that is produced in the ground by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can increase the risk of lung cancer. Radon can find its way into any air-space, including basements and crawl spaces and can permeate a structure. The U.S. Environmental Protection Agency (EPA) advises corrective action if the annual average exposure to radon exceeds 0.02 working levels or 4 picocuries/liter. If a house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any person who tests, mitigates, or safeguards a building for radon in Pennsylvania must be certified by the Department of Environmental Protection. Information about radon and about certified testing or mitigation firms is available through the Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 783-3594.

**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 any indoor contamination. Because individuals may be affected differently, or not affected at all, by mold contamination, the surest approach to determine the presence of contamination is to engage the services of a qualified professional to undertake an assessment and/or sampling. Assessments and samplings for the presence of mold contamination can be performed by qualified industrial hygienists, engineers, laboratories and home inspection companies that offer these services. Information pertaining to indoor air quality is available through the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318

## SEWAGE NOTICES

### NOTICES PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT

**NOTICE 1: THERE IS NO CURRENTLY EXISTING COMMUNITY SEWAGE SYSTEM AVAILABLE FOR THE SUBJECT PROPERTY.** Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality

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working cooperatively with others.

**NOTICE 2:** **THIS PROPERTY IS SERVICED BY AN INDIVIDUAL SEWAGE SYSTEM INSTALLED UNDER THE TEN-ACRE PERMIT EXEMPTION PROVISIONS OF SECTION 7 OF THE PENNSYLVANIA SEWAGE FACILITIES ACT.** (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

**NOTICE 3:** **THIS PROPERTY IS SERVICED BY A HOLDING TANK (PERMANENT OR TEMPORARY) TO WHICH SEWAGE IS CONVEYED BY A WATER CARRYING SYSTEM AND WHICH IS DESIGNED AND CONSTRUCTED TO FACILITATE ULTIMATE DISPOSAL OF THE SEWAGE AT ANOTHER SITE.** Pursuant to the Pennsylvania Sewage Facilities Act, **Seller must provide** a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

**NOTICE 4:** **AN INDIVIDUAL SEWAGE SYSTEM HAS BEEN INSTALLED AT AN ISOLATION DISTANCE FROM A WELL THAT IS LESS THAN THE DISTANCE SPECIFIED BY REGULATION.** The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

**NOTICE 5:** **THIS LOT IS WITHIN AN AREA IN WHICH PERMIT LIMITATIONS ARE IN EFFECT AND IS SUBJECT TO THOSE LIMITATIONS. SEWAGE FACILITIES ARE NOT AVAILABLE FOR THIS LOT AND CONSTRUCTION OF A STRUCTURE TO BE SERVED BY SEWAGE FACILITIES MAY NOT BEGIN UNTIL THE MUNICIPALITY COMPLETES A MAJOR PLANNING REQUIREMENT PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT AND REGULATIONS PROMULGATED THEREUNDER.**

#### DEFINITION OF A PLANNED COMMUNITY

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

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

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

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

#### Notices Regarding Public Offering Statements and Right to Rescission

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

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Buyer may cancel this Agreement within 7 days after receiving the Public Offering Statement and any amendments that materially and adversely affect Buyer.

### INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

Generally speaking, 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 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 mortgage 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 a 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 condominiums and cooperative interests.

### EXECUTION DATE

All changes to the Agreement should be initialed and dated. The date of execution is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it.

### MEDIATION

#### DISPUTE RESOLUTION SYSTEM RULES AND PROCEDURES

1. **Agreement of Parties** The Rules and Procedures of the Dispute Resolution System (DRS) apply when the parties have agreed in writing to mediate under DRS. The written agreement can be achieved by a standard clause in an agreement of sale, an addendum to an agreement of sale, or through a separate written agreement.
2. **Initiation of Mediation** If a dispute exists, any party may start the mediation process by submitting a completed Request to Initiate Mediation DRS Transmittal Form (Transmittal Form) to the local Association of REALTORS® (hereafter "Administrator"). The Transmittal Form should be available through the Administrator's office. The initiating party should try to include the following information when sending the completed Transmittal Form to the Administrator:
  - a. A copy of the written agreement to mediate if there is one, OR a request by the initiating party to have the Administrator contact the other parties to the dispute to invite them to join the mediation process.
  - b. The names, addresses and telephone numbers of the parties involved in the dispute, including the name of every insurance company known to have received notice of the dispute or claim and the corresponding file or claim number.
  - c. A brief statement of the facts of the dispute and the damages or relief sought.
3. **Selection of Mediator** Within five days of receiving the completed Transmittal Form, the Administrator will send each party to the dispute a copy of the Transmittal Form and a list of qualified mediators and their fee schedules. Each party then has ten days to review the list of mediators, cross off the name of any mediator to whom the party objects, and return the list to the Administrator. The Administrator will appoint the first available mediator who is acceptable to all parties involved.

A mediator who has any financial or personal interest in the dispute or the results of the mediation cannot serve as mediator to that

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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.

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