

AGREEMENT FOR THE SALE OF COMMERCIAL REAL ESTATE

ASC

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

SELLER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

BROKER (Company) ADDRESS LICENSEE(S) PHONE FAX Designated Agent? [ ] Yes [ ] No
BROKER IS THE AGENT FOR SELLER. OR (if checked below):
Broker is NOT the Agent for Seller and is a/an: [ ] AGENT FOR BUYER [ ] TRANSACTION LICENSEE

BUYER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

BROKER (Company) ADDRESS LICENSEE(S) PHONE FAX Designated Agent? [ ] Yes [ ] No
BROKER IS THE AGENT FOR BUYER. OR (if checked below):
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 \_\_\_\_\_ is between
2 SELLER(s): \_\_\_\_\_
3 \_\_\_\_\_
4 \_\_\_\_\_
5 \_\_\_\_\_
6 \_\_\_\_\_, called "Seller," and
7 BUYER(s): \_\_\_\_\_
8 \_\_\_\_\_
9 \_\_\_\_\_
10 \_\_\_\_\_
11 \_\_\_\_\_, called "Buyer."

12 2. PROPERTY. Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:
13 ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as: \_\_\_\_\_
14 \_\_\_\_\_
15 \_\_\_\_\_
16 \_\_\_\_\_
17 in the \_\_\_\_\_ of \_\_\_\_\_ County of \_\_\_\_\_,
18 Commonwealth of Pennsylvania. Identification (e.g., Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date) \_\_\_\_\_
19 \_\_\_\_\_
20 \_\_\_\_\_
21 \_\_\_\_\_

22 3. TERMS (10-06)
23 (A) Purchase Price \_\_\_\_\_ U.S. Dollars,
24 which will be paid to Seller by Buyer as follows:
25 1. Cash or check at signing this Agreement: \_\_\_\_\_ \$ \_\_\_\_\_
26 2. Cash or check within \_\_\_\_\_ days of the execution of this Agreement: \_\_\_\_\_ \$ \_\_\_\_\_
27 3. \_\_\_\_\_ \$ \_\_\_\_\_
28 4. \_\_\_\_\_ \$ \_\_\_\_\_
29 5. Cash or cashier's check at time of settlement: \_\_\_\_\_ \$ \_\_\_\_\_
30 TOTAL \$ \_\_\_\_\_

31 (B) Deposits paid by Buyer within 30 DAYS of settlement will be by cash or cashier's check. Deposits, regardless of the form of payment and
32 the person designated as payee, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here), \_\_\_\_\_
33 \_\_\_\_\_
34 \_\_\_\_\_, who will retain
35 deposits in an escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Any
36 check tendered as deposit monies may be held uncashed pending the acceptance of this Agreement.

37 (C) Seller's written approval to be on or before: \_\_\_\_\_
38 (D) Settlement to be on \_\_\_\_\_, or before if Buyer and Seller agree.

40 Buyer Initials: \_\_\_\_\_ ASC Page 1 of 9 Seller Initials: \_\_\_\_\_
41 Revised 8/11

- 42 (E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: \_\_\_\_\_  
 43 \_\_\_\_\_  
 44 \_\_\_\_\_  
 45 \_\_\_\_\_  
 46 \_\_\_\_\_
- 47 (F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: \_\_\_\_\_  
 48 \_\_\_\_\_  
 49 \_\_\_\_\_  
 50 \_\_\_\_\_
- 51 (G) At time of settlement, the following will be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where applicable: taxes  
 52 (see Notices and Information Regarding Real Estate Taxes); rents; interest on mortgage assumptions; condominium fees, if any; water and/or  
 53 sewer fees, if any, together with any other lienable municipal service. All charges will be pro-rated for the period(s) covered. Seller will pay up  
 54 to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here: \_\_\_\_\_  
 55 \_\_\_\_\_  
 56 \_\_\_\_\_
- 57 (H) Buyer will reimburse Seller for the actual costs of any remaining heating, cooking or other fuels stored on the Property at the time of settlement,  
 58 unless otherwise stated here: \_\_\_\_\_  
 59 \_\_\_\_\_

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

- 61 (A) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, including plumbing; heating; HVAC equip-  
 62 ment; lighting fixtures (including chandeliers and ceiling fans); and water treatment systems, unless otherwise stated below. Also included:  
 63 \_\_\_\_\_  
 64 \_\_\_\_\_  
 65 \_\_\_\_\_  
 66 \_\_\_\_\_  
 67 \_\_\_\_\_
- 68 (B) LEASED items (not owned by Seller): \_\_\_\_\_  
 69 \_\_\_\_\_  
 70 \_\_\_\_\_  
 71 \_\_\_\_\_  
 72 \_\_\_\_\_  
 73 \_\_\_\_\_
- 74 (C) EXCLUDED fixtures and items: \_\_\_\_\_  
 75 \_\_\_\_\_  
 76 \_\_\_\_\_  
 77 \_\_\_\_\_  
 78 \_\_\_\_\_  
 79 \_\_\_\_\_

80 **5. POSSESSION (5-01)**

- 81 (A) Possession is to be delivered by deed, keys and:  
 82 1. Physical possession to vacant Property free of debris, with all structures broom-clean, at day and time of settlement, unless otherwise  
 83 stated here: \_\_\_\_\_, \_\_\_\_\_ AND/OR  
 84 \_\_\_\_\_
- 85 2. Assignment of existing lease(s), together with any security deposits and interest, at day and time of settlement, if Property is leased at the  
 86 execution of this Agreement, unless otherwise specified here: \_\_\_\_\_  
 87 \_\_\_\_\_  
 88 \_\_\_\_\_  
 89 \_\_\_\_\_  
 90 \_\_\_\_\_  
 91 \_\_\_\_\_  
 92 \_\_\_\_\_  
 93 \_\_\_\_\_  
 94 \_\_\_\_\_  
 95 \_\_\_\_\_  
 96 \_\_\_\_\_  
 97 \_\_\_\_\_  
 98 \_\_\_\_\_  
 99 \_\_\_\_\_
- 100 (B) Buyer will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise specified.  
 101 (C) Seller will not enter into any new leases, extensions of existing leases, or additional leases for the Property without the written consent of Buyer.

105 **6. DATES/TIME IS OF THE ESSENCE (9-05)**

- 106 (A) The settlement date and all other dates and times referred to for the performance of any of the obligations of this Agreement are of the essence
- 107 and are binding.
- 108 (B) For the purposes of this Agreement, the number of days will be counted from the date of execution, excluding the day this Agreement was exe-
- 109 cuted and including the last day of the time period. The Execution Date of this Agreement is the date when Buyer and Seller have indicated
- 110 full acceptance of this Agreement by signing and/or initialing it. All changes to this Agreement should be initialed and dated.
- 111 (C) The settlement date is not extended by any other provision of this Agreement and may only be extended by written agreement of the parties.
- 112 (D) Certain time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed time periods are negotiable
- 113 and may be changed by striking out the pre-printed text and inserting a different time period acceptable to all parties.

114 **7. FINANCING CONTINGENCY (10-06)**

- 115  WAIVED. This sale is **NOT** contingent on financing, although Buyer may still obtain financing.
- 116  ELECTED.
- 117 (A) This sale is contingent upon Buyer obtaining financing as follows:
  - 118 1. Amount of loan \$ \_\_\_\_\_
  - 119 2. Minimum Term \_\_\_\_\_ years
  - 120 3. Type of loan \_\_\_\_\_
  - 121 4. Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of \_\_\_\_\_ %.
- 122 (B) Within \_\_\_\_ days (10 if not specified) from the Execution Date of this Agreement, Buyer will make a completed, written application for the
- 123 financing terms stated above to a responsible lender(s) of Buyer's choice. **Broker for Buyer, if any, otherwise Broker for Seller, is author-**
- 124 **ized to communicate with the lender(s) to assist in the financing process.**
- 125 (C) **Should Buyer furnish false or incomplete information to Seller, Broker(s), or the lender(s) concerning Buyer's legal or financial status,**
- 126 **or fail to cooperate in good faith in processing the financing application, which results in the lender(s) refusing to approve a financing**
- 127 **commitment, Buyer will be in default of this Agreement.**
- 128 (D) 1. Upon receipt of a financing commitment, Buyer will promptly deliver a copy of the commitment to Seller.
- 129 2. **Financing commitment date** \_\_\_\_\_
- 130 Unless otherwise agreed to in writing by Buyer and Seller, if a written commitment is not received by Seller by the above date, this
- 131 Agreement will be VOID, with all deposit monies returned to Buyer according to the terms of paragraph 20. Buyer will be responsible
- 132 for any premiums for mechanics' lien insurance and/or title search, or fee for cancellation of same, if any; AND/OR any premiums for
- 133 flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; AND/OR any apprais-
- 134 al fees and charges paid in advance to lender.

135 **8. STATUS OF WATER (5-01)**

- 136 Seller represents that Property is served by:
- 137  Public water
  - 138  On-site water
  - 139  Community Water
  - 140  None
  - 141  \_\_\_\_\_

142 Seller warrants that the system(s) are fully paid for as of the Execution Date of this Agreement.

143 **9. STATUS OF SEWER (5-01)**

- 144 Seller represents that Property is served by:
- 145  Public Sewer
  - 146  Community Sewage Disposal System
  - 147  Off-Property Sewage Disposal System
  - 148  Individual On-Lot Sewage Disposal System (See Sewage Notice 1)
  - 149  Individual On-Lot Sewage Disposal System in Proximity to Well (See Sewage Notice 1; see Sewage Notice 4, if applicable)
  - 150  Ten-acre Permit Exemption (See Sewage Notice 2)
  - 151  Holding Tank (See Sewage Notice 3)
  - 152  None (See Sewage Notice 1)
  - 153  None Available/Permit Limitations in Effect (See Sewage Notice 5 or Sewage Notice 6, as applicable)
  - 154  \_\_\_\_\_

155 Seller warrants that the system(s) are fully paid for as of the Execution Date of this Agreement.

156 **10. ZONING CLASSIFICATION (5-01)**

157 Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdividable} is zoned

158 solely or primarily to permit single-family dwellings) will render this Agreement voidable at the option of the Buyer, and, if voided, any deposits

159 tendered by the Buyer will be returned to the Buyer without any requirement for court action.

160 **Zoning Classification:** \_\_\_\_\_

161 **11. ZONING CONTINGENCY (10-06)**

- 162  WAIVED.
- 163  ELECTED. **Contingency Period:** \_\_\_\_\_ days (15 if not specified) from the Execution Date of this Agreement.
- 164 (A) **Within the Contingency Period,** Buyer, at Buyer's expense, may verify that Buyer's proposed use of the Property as \_\_\_\_\_
- 165 \_\_\_\_\_
- 166 is permitted under the current zoning classification for the Property and is not prohibited by any other governmental land use restrictions.

167 **Buyer Initials:** \_\_\_\_\_ **ASC Page 3 of 9** **Seller Initials:** \_\_\_\_\_

168 (B) If Buyer's proposed use of the Property is not permitted, Buyer will, **within the Contingency Period**, notify Seller in writing that the pro-  
169 posed use of the Property is not permitted, and Buyer will:

170  **Option 1**

- 171 1. Accept the Property and agree to the RELEASE in paragraph 25 of this Agreement, OR  
172 2. Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the terms of para-  
173 graph 20 of this Agreement, OR  
174 3. Enter into a mutually acceptable written agreement with Seller.

175 **If Buyer and Seller do not reach a written agreement during the Contingency Period and Buyer does not terminate the**  
176 **Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in**  
177 **paragraph 25 of this Agreement.**

178  **Option 2**

- 179 1. **Within the Contingency Period**, Buyer will make a formal written application for zoning approval, variance, non-conforming use,  
180 or special exception from \_\_\_\_\_ (municipality) to use the Property as  
181 \_\_\_\_\_ (proposed use). Buyer will pay for  
182 applications, legal representation, and any other costs associated with the application and approval process.  
183 2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.  
184 3. If final, unappealable approval is not obtained by \_\_\_\_\_, Buyer will:  
185 (A) Accept the Property with the current zoning and agree to the the RELEASE in paragraph 25 of this Agreement, OR  
186 (B) Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the terms  
187 of paragraph 20 of this Agreement, OR  
188 (C) Enter into a mutually acceptable written agreement with Seller.

189 **If Buyer and Seller do not reach a written agreement before the time for obtaining final approval, and Buyer does not**  
190 **terminate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree**  
191 **to the terms of the RELEASE in paragraph 25 of this Agreement.**

192 **12. PROPERTY DEFECTS DISCLOSURE (10-01)**

- 193 (A) Seller represents and warrants that Seller has no knowledge except as noted in this Agreement that: (1) The premises have been contaminated  
194 by any substance in any manner which requires remediation; (2) The Property contains wetlands, flood plains, or any other environmentally  
195 sensitive areas, development of which is limited or precluded by law; (3) The Property contains asbestos, polychlorinated biphenyls, lead-  
196 based paint or any other substance, the removal or disposal of which is subject to any law or regulation; and (4) Any law has been violated in  
197 the handling or disposing of any material or waste or the discharge of any material into the soil, air, surface water, or ground water.  
198 (B) Seller and Buyer acknowledge that any Broker identified in this Agreement: (1) Is a licensed real estate broker; (2) Is not an expert in con-  
199 struction, engineering, or environmental matters; and (3) Has not made and will not make any representations or warranties nor conduct inves-  
200 tigations of the environmental condition or suitability of the Property or any adjacent property, including but not limited to those conditions list-  
201 ed in paragraph 12 (A).  
202 (C) Seller agrees to indemnify and to hold Broker harmless from and against all claims, demands, or liabilities, including attorneys fees and court  
203 costs, which arise from or are related to the environmental condition or suitability of the Property prior to, during, or after Seller's occupation  
204 of the Property including without limitation any condition listed in paragraph 12 (A).  
205 (D) The provisions of this paragraph will survive settlement.

206 **13. NOTICES AND ASSESSMENTS (5-01)**

- 207 (A) Seller represents, as of the date Seller signed this Agreement, that no public improvement, condominium or owner association assessments have  
208 been made against the Property which remain unpaid, and that no notice by any government or public authority has been served upon Seller or  
209 anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrect-  
210 ed, and that Seller knows of no condition that would constitute a violation of any such ordinances that remains uncorrected, unless otherwise  
211 specified here: \_\_\_\_\_  
212 \_\_\_\_\_  
213 \_\_\_\_\_  
214 \_\_\_\_\_  
215 (B) Seller knows of no other potential notices (including violations) and assessments except as follows: \_\_\_\_\_  
216 \_\_\_\_\_  
217 \_\_\_\_\_  
218 \_\_\_\_\_  
219 (C) Any notice of improvements or assessments received on or before the date of Seller's acceptance of this Agreement, unless improvements con-  
220 sist of sewer or water lines not in use, shall be the responsibility of the Seller; any notices received thereafter shall be the responsibility of the  
221 Buyer.  
222 (D) If required by law, Seller will deliver to Buyer, on or before settlement, a certification from the appropriate municipal department or depart-  
223 ments disclosing notice of any uncorrected violation of zoning, building, safety, or fire ordinances.  
224 (E) Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

225 **14. TITLE AND COSTS (10-06)**

- 226 (A) The Property is to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER the following: existing  
227 deed restrictions, historic preservation restrictions or ordinances, building restrictions, ordinances, easements of roads, easements visible upon  
228 the ground, easements of record, privileges or rights of public service companies, and land use restrictions pursuant to property enrollment in  
229 a preferential tax program if any.

230 **Buyer Initials:** \_\_\_\_\_

**Seller Initials:** \_\_\_\_\_

- 231 (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation;  
232 (2) Flood insurance, fire insurance with extended coverage, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and  
233 charges paid in advance to mortgage lender(s); (4) Buyer's customary settlement costs and accruals.
- 234 (C) Any survey or surveys required by the title insurance company or the abstracting attorney for preparing an adequate legal description of the  
235 Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by a lender will  
236 be obtained and paid for by Buyer.
- 237 (D) If Seller is unable to give a good and marketable title and such as is insurable by a reputable title insurance company at the regular rates, as specified  
238 in paragraph 14 (A), Buyer will:
- 239 1. Accept the Property with such title as Seller can give, with no change to the purchase price, and agree to the RELEASE in paragraph 25 of this  
240 Agreement, OR
  - 241 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 20 of  
242 this Agreement. Upon termination, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained  
243 according to the terms of this Agreement, and for those items specified in paragraph 14 (B) items (1), (2), (3) and in paragraph 14 (C).

244 **15. COAL NOTICE (Where Applicable)**

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

253 **16. TAX DEFERRED EXCHANGE (10-01)**

- 254  NOT APPLICABLE.
- 255  APPLICABLE. If Seller wishes to enter into a tax deferred exchange for the Property pursuant to Section 1031 of the Internal Revenue Code,  
256 Buyer agrees to cooperate with Seller in connection with such exchange, including the execution of such documents as may be reasonably nec-  
257 essary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any additional costs associated  
258 with the exchange are paid solely by Seller. Buyer is aware that Seller anticipates assigning Seller's interest in this Agreement to a third party  
259 under an Exchange Agreement and consents to such assignment. Buyer shall not be required to execute any note, contract, deed or other docu-  
260 ment providing any liability which would survive the exchange, nor shall Buyer be obligated to take title to any property other than the  
261 Property described in this Agreement. Seller shall indemnify and hold harmless Buyer against any liability which arises or is claimed to have  
262 arisen from any aspect of the exchange transaction.

263 **17. COMMERCIAL CONDOMINIUM (10-01)**

- 264  NOT APPLICABLE.
- 265  APPLICABLE. Buyer acknowledges that the condominium unit to be transferred by this Agreement is intended for nonresidential use, and  
266 that Buyer may agree to modify or waive the applicability of certain provisions of the Uniform Condominium Act of Pennsylvania (68 Pa. C.S.  
267 §3101 *et seq.*).

268 **18. RECORDING (9-05)** This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record.  
269 If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement.

270 **19. ASSIGNMENT (9-05)** This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent  
271 assignable, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless other-  
272 wise stated in this Agreement.

273 **20. DEFAULT, TERMINATION & RETURN OF DEPOSITS (8-11)**

- 274 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies  
275 paid on account of Purchase Price pursuant to the terms of Paragraph 20(B), and this Agreement will be VOID. Termination of this Agreement  
276 may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.
- 277 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law prohibits a Broker holding deposit monies to determine who is enti-  
278 tled to the deposit monies when settlement does not occur. If this Agreement is terminated for any reason, the Broker can only release the  
279 deposit monies:
- 280 1. If there is no dispute over entitlement to the deposit monies. Buyer and Seller agree that a written agreement signed by both parties is evi-  
281 dence that there is no dispute regarding deposit monies.
  - 282 2. According to the terms of a written agreement signed by the Buyer and Seller directing Broker how to distribute some or all of the monies.
  - 283 3. According to the terms of a final order of court.
  - 284 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies  
285 if there is a dispute between the parties that is not resolved. (See Paragraph 20(C))
- 286  
287  
288  
289  
290  
291  
292

- 294 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 365 days after the Settlement Date  
295 stated in Paragraph 3(D), or any written extensions thereof, the Broker holding the deposit monies will, within 30 days of receipt of Buyer's  
296 written request, distribute the deposit monies to Buyer unless the Broker has received verifiable written notice that the dispute is the subject of  
297 litigation. If Broker has received verifiable written notice of litigation before receiving Buyer's request for distribution, Broker will continue to  
298 hold the deposit monies until receiving either a written distribution agreement signed by Buyer and Seller or a final court order. Buyer and Seller  
299 are advised to initiate litigation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer  
300 and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies,  
301 and that the parties may maintain their legal rights to pursue litigation even after a distribution is made.
- 302 (D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 20 or Pennsylvania law will not  
303 be liable for those deposit monies to either Buyer or Seller, absent Broker's gross negligence or wrongful intentional actions. Buyer and Seller  
304 agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, entitlement to deposit monies or distribution of  
305 deposit monies, then the Broker's and/or licensee's attorneys' fees and costs incurred for participating in such litigation will be paid by the party  
306 naming them or joining them in the litigation.
- 307 (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
- 308 1. Fail to make any additional payments as specified in Paragraph 3, OR
  - 309 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or  
310 financial status, OR
  - 311 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- 312 (F) **Unless otherwise checked in Paragraph 20(G)**, Seller may elect to retain those sums paid by Buyer, including deposit monies:
- 313 1. On account of purchase price, OR
  - 314 2. As monies to be applied to Seller's damages, OR
  - 315 3. As liquidated damages for such default.
- 316 (G)  **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.**
- 317 (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 20(F) or (G), Buyer and Seller  
318 are released from further liability or obligation and this Agreement is VOID.
- 319 (I) Brokers and licensees are not responsible for unpaid deposits.

320 **21. REAL ESTATE RECOVERY FUND (9-05)**

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

325 **22. MAINTENANCE AND RISK OF LOSS (10-06)**

- 326 (A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present condition, normal  
327 wear and tear excepted.
- 328 (B) Seller will promptly notify the Buyer if, at any time prior to the time of settlement, all or any portion of the Property is destroyed, or damaged  
329 as a result of any cause whatsoever.
- 330 (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not replaced,  
331 Buyer will:
- 332 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
  - 333 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 20 of  
334 this Agreement.

335 **23. CONDEMNATION (10-06)**

336 Seller has no knowledge of any current or pending condemnation or eminent domain proceedings that would affect the Property. If any portion  
337 of the Property should be subject to condemnation or eminent domain proceedings after the signing of this Agreement, Seller shall immediately  
338 advise Buyer, in writing, of such proceedings. Buyer will have the option to terminate this Agreement by written notice to Seller within  
339 \_\_\_\_\_ days (15 days if not specified) after Buyer learns of the filing of such proceedings, with all deposit monies returned to Buyer accord-  
340 ing to the terms of paragraph 20 of this Agreement. **Buyer's failure to provide notice of termination within the time stated will constitute  
341 a WAIVER of this contingency and all other terms of this Agreement remain in full force and effect.**

342 **24. WAIVER OF CONTINGENCIES (9-05)**

343 **If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify environmental conditions, boundaries,  
344 certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's  
345 options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the  
346 RELEASE in paragraph 25 of this Agreement.**

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

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

356 **Buyer Initials:** \_\_\_\_\_

ASC Page 6 of 9

**Seller Initials:** \_\_\_\_\_

357 **26. REPRESENTATIONS (9-05)**

- 358 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employ-  
359 ees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains  
360 the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions,  
361 oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in  
362 writing executed by the parties.
- 363 (B) **Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal property specifical-  
364 ly listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase the Property IN ITS PRESENT  
365 CONDITION. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent exam-  
366 ination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions,  
367 the permitted uses or of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection  
368 of any of the systems contained therein.**
- 369 (C) Any repairs required by this Agreement will be completed in a workmanlike manner.
- 370 (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

371 **27. CERTIFICATION OF NON-FOREIGN INTEREST (10-01)**

- 372  Seller **IS** a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate subject to Section 1445 of the Internal  
373 Revenue Code, which provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a foreign  
374 person.
- 375  Seller is **NOT** a foreign person, foreign corporation, foreign partnership, foreign trust, or a foreign estate as defined by the Internal Revenue  
376 Code, or is otherwise not subject to the tax withholding requirements of Section 1445 of the Internal Revenue Code. To inform Buyer that the  
377 withholding of tax is not required upon the sale/disposition of the Property by Seller, Seller hereby agrees to furnish Buyer, at or before clos-  
378 ing, with the following:
  - 379  An affidavit stating, under penalty of perjury, the Seller's U.S. taxpayer identification number and that the Seller is not a foreign person.
  - 380  A "qualifying statement," as defined by statute, that tax withholding is not required by Buyer.
  - 381  Other: \_\_\_\_\_

382 Seller understands that any documentation provided under this provision may be disclosed to the Internal Revenue Service by Buyer, and that any  
383 false statements contained therein could result in punishment by fine, imprisonment, or both.

384 **28. ARBITRATION OF DISPUTES (1-00)** Buyer and Seller agree to arbitrate any dispute between them that cannot be amicably resolved. After writ-  
385 ten demand for arbitration by either Buyer or Seller, each party will select a competent and disinterested arbitrator. The two so selected will select  
386 a third. If selection of the third arbitrator cannot be agreed upon within 30 days, either party may request that selection be made by a judge of a court  
387 of record in the county in which arbitration is pending. Each party will pay its chosen arbitrator, and bear equally expenses for the third and all other  
388 expenses of arbitration. Arbitration will be conducted in accordance with the provisions of Pennsylvania Common Law Arbitration 42 Pa. C.S.A.  
389 §7341 *et seq.* This agreement to arbitrate disputes arising from this Agreement will survive settlement.

390 **29. BROKER INDEMNIFICATION (10-01)**

391 Buyer and Seller represent that the only Brokers involved in this transaction are: \_\_\_\_\_  
392 \_\_\_\_\_  
393 \_\_\_\_\_,

394 and that the transaction has not been brought about through the efforts of anyone other than said Brokers. It is agreed that if any claims for broker-  
395 age commissions or fees are ever made against Buyer or Seller in connection with this transaction, each party shall pay its own legal fees and costs  
396 in connection with such claims. It is further agreed that Buyer and Seller agree to indemnify and hold harmless each other and the above-listed  
397 Brokers from and against the non-performance of this Agreement by either party, and from any claim of loss or claim for brokerage commissions,  
398 including all legal fees and costs, that may be made by any person or entity. This paragraph shall survive settlement.

399 **30. GOVERNING LAW, VENUE & PERSONAL JURISDICTION (9-05)**

- 400 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the  
401 Commonwealth of Pennsylvania.
- 402 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party  
403 shall be decided exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

404 **31. NOTICE BEFORE SIGNING (5-01)**

405 Buyer and Seller acknowledge that Brokers have advised them to consult and retain experts concerning the legal and tax effects of this Agreement  
406 and the completion of the sale, as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements,  
407 equipment, soil, tenancies, title and environmental aspects. Return by facsimile transmission (FAX) of this Agreement, and all addenda, bearing the  
408 signatures of all parties, constitutes acceptance of this Agreement.

409 **32. NOTICE**

410 All notice requirements under the provisions of this Agreement or by application of statutory or common law will be addressed to the appropriate  
411 party, at the addresses listed below via any means of delivery as mutually agreed upon by the parties and stated here: \_\_\_\_\_  
412 \_\_\_\_\_  
413 \_\_\_\_\_  
414 \_\_\_\_\_

415 If to Seller: \_\_\_\_\_  
416 \_\_\_\_\_  
417 \_\_\_\_\_  
418 \_\_\_\_\_

419 **Buyer Initials:** \_\_\_\_\_

**Seller Initials:** \_\_\_\_\_

420 With a copy to: \_\_\_\_\_  
421 \_\_\_\_\_  
422 \_\_\_\_\_  
423 \_\_\_\_\_  
424 \_\_\_\_\_  
425 If to Buyer: \_\_\_\_\_  
426 \_\_\_\_\_  
427 \_\_\_\_\_  
428 \_\_\_\_\_  
429 With a copy to: \_\_\_\_\_  
430 \_\_\_\_\_  
431 \_\_\_\_\_  
432 \_\_\_\_\_

433 **33. SPECIAL CLAUSES:**

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

435  \_\_\_\_\_  \_\_\_\_\_  
436  \_\_\_\_\_  \_\_\_\_\_

437 (B) SPECIAL PROVISIONS (IF ANY):  
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SAMPLE

482 **Buyer Initials:** \_\_\_\_\_

**Seller Initials:** \_\_\_\_\_



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- Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.
- Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.
- Buyer has read and understands the notices and explanatory information in this Agreement.
- Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing this Agreement.

Buyer acknowledges receiving a copy of this Agreement at the time of signing.

WITNESS/ATTEST \_\_\_\_\_ BUYER \_\_\_\_\_  
 \_\_\_\_\_ DATE \_\_\_\_\_  
 Buyer(s)Name \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 Phone \_\_\_\_\_ FAX \_\_\_\_\_ E-Mail \_\_\_\_\_

WITNESS/ATTEST \_\_\_\_\_ BUYER \_\_\_\_\_  
 \_\_\_\_\_ DATE \_\_\_\_\_  
 Buyer(s)Name \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 Phone \_\_\_\_\_ FAX \_\_\_\_\_ E-Mail \_\_\_\_\_

WITNESS/ATTEST \_\_\_\_\_ BUYER \_\_\_\_\_  
 \_\_\_\_\_ DATE \_\_\_\_\_  
 Buyer(s)Name \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 Phone \_\_\_\_\_ FAX \_\_\_\_\_ E-Mail \_\_\_\_\_

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

**VOLUNTARY TRANSFER OF CORPORATE ASSETS** (if applicable): The undersigned acknowledges that he/she is authorized by the Board of Directors to sign this Agreement on behalf of the Seller corporation and that this sale does not constitute a sale, lease, or exchange of all or substantially all the property and assets of the corporation, such as would require the authorization or consent of the shareholders pursuant to 15 P.S. §1311.

WITNESS/ATTEST \_\_\_\_\_ SELLER \_\_\_\_\_  
 \_\_\_\_\_ DATE \_\_\_\_\_  
 SELLER(S) NAME \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 Phone \_\_\_\_\_ FAX \_\_\_\_\_ E-Mail \_\_\_\_\_

WITNESS/ATTEST \_\_\_\_\_ SELLER \_\_\_\_\_  
 \_\_\_\_\_ DATE \_\_\_\_\_  
 SELLER(S) NAME \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 Phone \_\_\_\_\_ FAX \_\_\_\_\_ E-Mail \_\_\_\_\_

WITNESS/ATTEST \_\_\_\_\_ SELLER \_\_\_\_\_  
 \_\_\_\_\_ DATE \_\_\_\_\_  
 SELLER(S) NAME \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 Phone \_\_\_\_\_ FAX \_\_\_\_\_ E-Mail \_\_\_\_\_

## COMMUNICATIONS WITH BUYER AND/OR SELLER

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

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

## INFORMATION REGARDING REAL ESTATE TAXES

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

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

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

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

## EXPERTISE OF REAL ESTATE AGENTS

Pennsylvania Real Estate Agents are required to be licensed by the Commonwealth of Pennsylvania and are obligated to disclose adverse factors about a property that are reasonably apparent to someone with expertise in the marketing of real property.

- (A) If Buyer wants information regarding specific conditions or components of the property which are outside the Agent's expertise, the advice of the appropriate professional should be sought.
- (B) If Buyer wants financial, legal, or any other advice, Buyer is encouraged to seek the services of an accountant, lawyer, or other appropriate professional.

## NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW)

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

## 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 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) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

**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.**

**NOTICE 6: A REQUIRED REVISION FOR NEW LAND DEVELOPMENT, OR AN EXCEPTION TO THE REQUIREMENT TO REVISE, OR A REQUIRED SUPPLEMENT HAS NOT BEEN APPROVED FOR THIS LOT. SEWAGE FACILITIES ARE NOT AVAILABLE FOR THIS LOT AND SEWAGE FACILITIES WILL NOT BE AVAILABLE, NOR MAY CONSTRUCTION BEGIN UNTIL SEWAGE FACILITIES PLANNING HAS BEEN APPROVED PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT AND REGULATIONS PROMULGATED THEREUNDER.**

**EXCLUSIVE BUYER/TENANT AGENCY AGREEMENT - COMMERCIAL**

**BRC**

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

1 **BROKER (Company)** \_\_\_\_\_ 1

2 **LICENSEE(S)** \_\_\_\_\_ 2

3 **CLIENT (Company or individual)** \_\_\_\_\_ 3

4 **CLIENT REPRESENTATIVE(S)** \_\_\_\_\_ 4

5 *Note: The term "Client" refers to the individual or company entity seeking to acquire real estate pursuant to this Agreement. The term* 5  
6 *"purchase/lease" refers to any agreement to obtain an interest in real property, including the transactions listed in paragraph 2(C), below.* 6

7 **1. TERM** 7

8 **Starting Date:** This Agreement starts when signed by Client and Broker, unless otherwise stated here: \_\_\_\_\_ 8

9  
10 **Ending Date:** This Agreement ends: \_\_\_\_\_ 10

11 (A) If Client is negotiating or has entered into an agreement of sale, this Agreement ends upon settlement. 11

12 (B) If Client is negotiating or has signed a lease, this Agreement ends upon possession. 12

13 **2. SCOPE OF REPRESENTATION** 13

14 (A) The terms and length of this Agreement, the fees, and the range of services that Broker will provide have been determined 14  
15 through negotiations between Broker and Client and have not been set or recommended by any association of REALTORS®. 15

16 (B) Broker is authorized to act as Client's Buyer's Agent as defined by the Consumer Notice. 16

17 (C) Broker is authorized to pursue the following type(s) of transaction(s): 17

18  Purchase  Lease  Option  Exchange  Build to Suit  Trade 18

19  Other: \_\_\_\_\_ 19

20 **3. PROPERTY CRITERIA** 20

21 Client is seeking the following type(s) of property. These Property Criteria do not limit the representation of Broker nor restrict 21  
22 Broker's right to earn a fee on property acquired by Client that does not meet these Criteria. 22

23 **Type of Property:** \_\_\_\_\_ 23

24 **Use:** \_\_\_\_\_ 24

25 **Location:** \_\_\_\_\_ 25

26 **Price Range:** \_\_\_\_\_ 26

27 **Other Terms:** \_\_\_\_\_ 27

28 \_\_\_\_\_ 28

29 **4. DUTIES OF BROKER AND CLIENT** 29

30 (A) Broker will use reasonable efforts and diligence to locate a property suitable for the needs of Client and to negotiate terms 30  
31 and conditions acceptable to Client. 31

32 (B) Client warrants to Broker that Client is not currently subject to an exclusive buyer/tenant agency agreement with any other 32  
33 broker. 33

34 (C) Client will work exclusively with and through Broker for the purchase/lease of any property during the term of this Agreement. 34

35 (D) Client will not enter into an exclusive buyer/tenant agency agreement with any other broker that begins before the Ending 35  
36 Date of this Agreement. 36

37 (E) Client will provide Broker with relevant personal and business financial information to support Client's ability to complete 37  
38 a transaction. 38

39 **5. BROKER'S FEE** 39

40 (A) It is Broker's policy to accept compensation offered by the listing broker and/or the seller/lessor. Broker may be paid a fee 40  
41 that is a percentage of the purchase price (or in the case of a lease, a percentage of the total amount of rent due over the term 41  
42 of the lease). Even though Broker's Fee may be paid by a seller/lessor or listing broker, Broker will continue to represent 42  
43 the interests of Client. 43

44 (B) If Client enters into any purchase/lease agreement, the Broker's Fee will be paid as follows: 44

45 \_\_\_\_\_ 45

46 \_\_\_\_\_ 46

47 \_\_\_\_\_ 47

48 (C) 1. **Broker's Fee is earned if Client enters into any purchase/lease agreement during the term of this Agreement,** 48  
49 **whether brought about by Broker, Broker's agents or by any other person, including Client.** 49

50 2. If Client enters into a purchase/lease agreement for a property after the Ending Date of this Agreement, Client will pay 50  
51 Broker's Fee: 51

52 a. if the purchase/lease is a result of Broker's actions during the term of this Agreement, OR 52

53 b. if the property was presented during the term of this Agreement and Client is not under an exclusive buyer/tenant 53  
54 agency agreement with another broker at the time Client enters into the purchase/lease agreement. 54

55 \_\_\_\_\_ 55

56 **Client Initials:** \_\_\_\_\_ **BRC Page 1 of 3** **Broker/Licensee Initials:** \_\_\_\_\_ 56



57 **6. DUAL AGENCY** 57  
 58 Client agrees that Broker may also represent the seller/lessor of the property that Client might purchase/lease. The Broker is a 58  
 59 DUAL AGENT when representing both the seller/lessor and the Client in the purchase/lease of a property. 59  
 60 **7. DESIGNATED AGENCY** 60  
 61  **Not Applicable.** 61  
 62  **Applicable.** 62  
 63 Broker may designate licensees to represent the separate interests of Client and the seller/lessor. Licensee (identified above) 63  
 64 is the Designated Agent, who will act exclusively as Client's Buyer's Agent. If Licensee also represents the seller/lessor, then 64  
 65 Licensee is a DUAL AGENT. 65  
 66 **8. SERVICES TO SELLER/LESSOR** 66  
 67 Broker may provide services to a seller/lessor for which Broker may accept a fee. Such services may include, but are not limited to: 67  
 68 listing property; deed/document preparation; ordering certifications required for closing; financial services; title transfer and 68  
 69 preparation services; ordering insurance; ordering construction, repair, or inspection services. Broker will disclose to Client if any 69  
 70 fees are to be paid by the seller/lessor. 70  
 71 **9. DEPOSIT MONEY** 71  
 72 (A) If Client provides deposit monies to Broker, Broker will keep (or will give to the listing broker, who will keep) all deposit 72  
 73 monies that Broker/Licensee receives in an escrow account as required by real estate licensing laws and regulations until the 73  
 74 purchase/lease is completed or the purchase/lease agreement is terminated. Client agrees that Broker may wait to deposit any 74  
 75 uncashed check that is received as deposit monies until Client's offer has been accepted. 75  
 76 (B) If Client joins Broker/Licensee in a lawsuit for the return of deposit monies, Client will pay Broker's/Licensee's attorneys' 76  
 77 fees and costs. 77  
 78 **10. CONFLICT OF INTEREST** 78  
 79 A conflict of interest is when Broker or Licensee has a financial or personal interest in the property where Broker or Licensee 79  
 80 can not put Client's interest before any other. If Broker, or any of Broker's licensees, has a conflict of interest, Broker will notify 80  
 81 Client in a timely manner. 81  
 82 **11. OTHER CLIENTS** 82  
 83 Broker may show or present the same properties to other prospective buyers/lessees. 83  
 84 **12. CONFIDENTIALITY** 84  
 85 (A) Client understands and acknowledges that Broker will treat all information provided by Client, not required to be disclosed 85  
 86 by law, as confidential to the best of Broker's ability. 86  
 87 (B) Client understands that sellers or sellers' representatives might not treat the existence, terms or conditions of any offer as 87  
 88 confidential unless there is a confidentiality agreement between Buyer and the seller. 88  
 89 (C) Client hereby waives any claim for breach of confidentiality where a breach was accidental or the action of third parties 89  
 90 over which Broker has no control. 90  
 91 **13. EXPERTISE OF REAL ESTATE BROKERS AND SALESPERSONS** 91  
 92 Pennsylvania real estate brokers and salespersons are required to be licensed by the Commonwealth of Pennsylvania and are obli- 92  
 93 gated to disclose adverse factors about a property that are reasonably apparent to someone with expertise in the marketing of real 93  
 94 property. 94  
 95 (A) Client is advised that information regarding properties considered for purchase/lease by Client has been provided by the sell- 95  
 96 er/lessor or seller's/lessor's broker. Broker may request information from the seller/lessor, but Broker has not verified the accu- 96  
 97 racy of this information and Client is advised to investigate its accuracy. 97  
 98 (B) If Client wants information regarding specific conditions or components of the property which are outside the Broker's expert- 98  
 99 ise, the advice of an appropriate professional should be sought. 99  
 100 (C) If Client wants financial, tax, legal, or any other advice, Client is encouraged to seek the services of an accountant, lawyer, or 100  
 101 other appropriate professional. 101  
 102 **14. CLIENT'S DUE DILIGENCE** 102  
 103 Unless Client and the seller/lessor agree otherwise, real estate is transferred in its present condition. It is Client's responsibility to 103  
 104 satisfy himself or herself that the condition of the property is satisfactory. Client may request that the property be inspected, at 104  
 105 Client's expense, by qualified professionals to determine the physical, structural, mechanical and environmental condition of the 105  
 106 land, improvements or their components, or for the suitability of the property for Client's needs. Client's request for any inspec- 106  
 107 tion should be made to Broker before entering into a purchase/lease agreement. 107  
 108 **15. CIVIL RIGHTS ACTS** 108  
 109 Federal and state laws make it illegal for a seller, broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, 109  
 110 SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL 110  
 111 ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASS- 111  
 112 OCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, 112  
 113 loan money, or set deposit amounts, or as reasons for any decision relating to the sale or rental of property. 113  
 114 **16. ATTORNEYS' FEES** If a lawsuit or arbitration proceeding is brought to enforce the terms of this Agreement, the prevailing 114  
 115 party will be entitled to receive reasonable attorneys' fees as set by the court or arbitrator. 115

117 **17. ASSIGNMENT OF THIS AGREEMENT** 117  
118 Client agrees that Broker may assign this Agreement to another broker. Broker will notify Client immediately in writing if Broker 118  
119 assigns this Agreement to another broker. 119

120 **18. BINDING EFFECT** 120  
121 This Agreement will be binding upon the successors and assigns of the parties herein. 121

122 **19. CHOICE OF LAW** 122  
123 This Agreement is entered into pursuant to the laws of the Commonwealth of Pennsylvania. Client acknowledges that by sign- 123  
124 ing this Agreement, Client is transacting business in Pennsylvania and is subject to the jurisdiction of Pennsylvania courts. Client 124  
125 waives any defense to the jurisdiction of Pennsylvania courts in any matter relating to or arising out of this Agreement. 125

126 **20. ENTIRE AGREEMENT** 126  
127 This is the entire agreement between Broker and Client. Any verbal or written agreements that were made before are not a part 127  
128 of this Agreement. Any changes or additions to this Agreement must be in writing and signed by Broker and Client. 128

129 **21. SPECIAL CLAUSES** 129

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141 **NOTICE BEFORE SIGNING: IF CLIENT HAS LEGAL QUESTIONS, CLIENT IS ADVISED TO CONSULT AN ATTORNEY.** 141

142 **Client has read and received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336. All** 142  
143 **duties, disclosures and definitions included in the Consumer Notice are incorporated as part of this Agreement as though writ-** 143  
144 **ten here in their entirety.** 144

145 **Pennsylvania law requires that this business relationship between Broker and Client be in writing.** 145

146 **Return by facsimile (FAX) transmission constitutes acceptance of this Agreement.** 146

147 **Client gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es)** 147  
148 **listed below.** 148

149 **By signing below, Client or Client's representative(s) verify that he/she has legal authority to sign a representation agreement** 149  
150 **that may bind Client to pay a fee to Broker.** 150

151 **CLIENT'S MAILING ADDRESS:** \_\_\_\_\_ 151  
152 \_\_\_\_\_ 152

153 **PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_ **E-MAIL:** \_\_\_\_\_ 153

154 **CLIENT** \_\_\_\_\_ **DATE** \_\_\_\_\_ 154

155 **BY** \_\_\_\_\_ 155

156 **CLIENT** \_\_\_\_\_ **DATE** \_\_\_\_\_ 156

157 **BY** \_\_\_\_\_ 157

158 **CLIENT** \_\_\_\_\_ **DATE** \_\_\_\_\_ 158

159 **BY** \_\_\_\_\_ 159

160 **BROKER (Company Name)** \_\_\_\_\_ 160

161 **ACCEPTED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_ 161

# COMMERCIAL PROPERTY INFORMATION SHEET

CPI

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

1 **PROPERTY** \_\_\_\_\_

3 **OWNER** \_\_\_\_\_

4 Owner is providing information to help Broker market the Property. This Statement is **not a substitute for any inspections or warranties that a**  
5 **buyer may wish to obtain.** This Statement is not a warranty of any kind by Owner or a warranty or representation by any listing real estate broker  
6 (Agent for Owner), any real estate broker, or their agents.

7 **Property Type:**  Office  Retail  Industrial  Multi-family  Land  Institutional  
8  Hospitality  Other: \_\_\_\_\_

10 **1. OWNER'S EXPERTISE** Owner does not possess expertise in contracting, engineering, environmental assessment, architecture, or other areas  
11 related to the construction and conditions of the Property and its improvements, except as follows: \_\_\_\_\_

13 **2. OCCUPANCY** Do you, Owner, currently occupy the Property?  Yes  No  
14 If no, when did you last occupy the Property? \_\_\_\_\_

15 **3. DESCRIPTION**

- 16 A. Land Area: \_\_\_\_\_  
17 B. Dimensions: \_\_\_\_\_  
18 C. Shape: \_\_\_\_\_  
19 D. Building Square Footage: \_\_\_\_\_

20 **4. PHYSICAL CONDITION**

- 21 A. Age of Property: \_\_\_\_\_ Additions: \_\_\_\_\_  
22 B. Roof  
23 1. Age of roof(s): \_\_\_\_\_  Unknown  
24 2. Type of roof(s): \_\_\_\_\_  
25 3. Has the roof been replaced or repaired during your ownership?  Yes  No  
26 4. Has the roof ever leaked during your ownership?  Yes  No  
27 5. Do you know of any problems with the roof, gutters, or downspouts?  Yes  No  
28 Explain any yes answers you give in this section: \_\_\_\_\_  
29 \_\_\_\_\_  
30 \_\_\_\_\_

31 C. Structural Items, Basements and Crawl Spaces

- 32 1. Are you aware of any water leakage, accumulation, or dampness in the building or other structures?  Yes  No  
33 2. Does the Property have a sump pump?  Yes  No  
34 3. Do you know of any repairs or other attempts to control any water or dampness problem in the building or other structures?  
35  Yes  No  
36 4. Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, floors, or other  
37 structural components?  Yes  No

38 Explain any yes answers that you give in this section, describing the location and, if applicable, the extent of the problem and the date and  
39 person by whom any repairs were done, if known: \_\_\_\_\_  
40 \_\_\_\_\_  
41 \_\_\_\_\_

42 D. Mechanical Systems

- 43 1. Type of heating:  Forced Air  Hot Water  Steam  Radiant  
44  Other: \_\_\_\_\_  
45 2. Type of heating fuel:  Electric  Fuel Oil  Natural Gas  Propane (on-site)  Central Plant  
46  Other types of heating systems or combinations: \_\_\_\_\_  
47 \_\_\_\_\_  
48 3. Are there any chimneys?  Yes  No If yes, how many? \_\_\_\_\_  
49 Are they working?  Yes  No When were they last cleaned? \_\_\_\_\_  
50 4. List any buildings (or areas in any buildings) that are not heated: \_\_\_\_\_  
51 \_\_\_\_\_  
52 5. Type of water heater:  Electric  Gas  Oil Capacity: \_\_\_\_\_  
53  Other: \_\_\_\_\_  
54 \_\_\_\_\_

55 **Buyer Initials:** \_\_\_\_\_

CPI Page 1 of 6

**Owner Initials:** \_\_\_\_\_

- 56 6. Type of plumbing:  Copper  Galvanized  Lead  PVC  Unknown 56  
 57  Other: \_\_\_\_\_ 57  
 58 7. Are you aware of any problems with plumbing or heating systems or fixtures on the Property?  Yes  No 58  
 59 If yes, explain: \_\_\_\_\_ 59  
 60 \_\_\_\_\_ 60  
 61 8. Type of air conditioning:  Central Electric  Central Gas  Wall  None Capacity: \_\_\_\_\_ 61  
 62 List any buildings (or areas of any buildings) that are not air conditioned: \_\_\_\_\_ 62  
 63 \_\_\_\_\_ 63  
 64 9. Type of electric service: \_\_\_\_\_ AMP  220 Volt  3-phase  1-phase  KVA: \_\_\_\_\_ 64  
 65  Other: \_\_\_\_\_ 65  
 66 Transformers: \_\_\_\_\_ Type: \_\_\_\_\_ 66  
 67 Are you aware of any problems or repairs needed in the electrical system?  Yes  No If yes, explain: \_\_\_\_\_ 67  
 68 \_\_\_\_\_ 68  
 69 10. Are you aware of any problems with any item in this section that has not already been disclosed?  Yes  No 69  
 70 If yes, explain: \_\_\_\_\_ 70  
 71 \_\_\_\_\_ 71  
 72 \_\_\_\_\_ 72

73 E. Site Improvements 73

- 74 1. Are you aware of any problems with storm-water drainage?  Yes  No 74  
 75 2. Are you aware of any past or present problems with driveways, parking areas, sidewalks, curbs, other paved surfaces, or retaining walls 75  
 76 on the Property?  Yes  No 76

77 Explain any yes answers that you give in this section, describing the location and, if applicable, the extent of the problem and the date and 77  
 78 person by whom any repairs were done, if known: \_\_\_\_\_ 78  
 79 \_\_\_\_\_ 79  
 80 \_\_\_\_\_ 80

81 F. Other Equipment 81

- 82 1. Exterior Signs:  Yes  No How many? \_\_\_\_\_ Number Illuminated: \_\_\_\_\_ 82  
 83 2. Elevators:  Yes  No How many? \_\_\_\_\_  Cable  Hydraulic rail 83  
 84 Working order?  Yes  No Certified through (date) \_\_\_\_\_ Date last serviced \_\_\_\_\_ 84  
 85 3. Skylights:  Yes  No How many? \_\_\_\_\_ 85  
 86 4. Overhead Doors:  Yes  No How many? \_\_\_\_\_ Size: \_\_\_\_\_ 86  
 87 5. Loading Docks:  Yes  No How many? \_\_\_\_\_ Levelers:  Yes  No 87  
 88 6. At grade doors:  Yes  No How many? \_\_\_\_\_ 88  
 89 7. Are you aware of any problems with the equipment listed in this section?  Yes  No 89  
 90 If yes, explain: \_\_\_\_\_ 90  
 91 \_\_\_\_\_ 91

92 G. Fire Damage 92

- 93 1. To your knowledge, was there ever a fire on the Property?  Yes  No 93  
 94 2. Are you aware of any unrepaired fire damage to the Property and any structures on it?  Yes  No 94  
 95 If yes, explain location and extent of damage: \_\_\_\_\_ 95

- 96 H. Are you aware of any problems with water and sewer lines servicing the Property?  Yes  No 96  
 97 If yes, explain: \_\_\_\_\_ 97  
 98 \_\_\_\_\_ 98

99 I. Alarm/Safety Systems 99

- 100 1. Fire:  Yes  No In working order?  Yes  No 100  
 101 If yes, connected to: Fire Department  Yes  No Monitoring Service:  Yes  No 101  
 102 2. Fire extinguishers:  Yes  No 102  
 103 3. Smoke:  Yes  No In working order?  Yes  No 103  
 104 4. Sprinkler:  Yes  No Inspected/certified?  Yes  No 104  
 105  Wet  Dry Flow rate: \_\_\_\_\_ 105  
 106 5. Security:  Yes  No In working order?  Yes  No 106  
 107 If yes, connected to: Police Department:  Yes  No Monitoring Service:  Yes  No 107  
 108 6. Are there any areas of the Property that are not serviced by the systems in this section?  Yes  No 108  
 109 If yes, explain: \_\_\_\_\_ 109  
 110 \_\_\_\_\_ 110

111 5. ENVIRONMENTAL 111

112 A. Soil Conditions 112

- 113 1. Are you aware of any fill or expansive soil on the Property?  Yes  No 113  
 114 If yes, were soil compaction tests done?  Yes  No If yes, by whom? \_\_\_\_\_ 114  
 115 \_\_\_\_\_ 115



- 117 2. Are you aware of any sliding, settling, earth movement, upheaval, subsidence, or earth stability problems that have occurred on or affect 117  
118 the Property?  Yes  No 118  
119 3. Are you aware of any existing or proposed mining, strip-mining, or any other excavations that might affect the Property? 119  
120  Yes  No 120

121 Explain any yes answers you give in this section: \_\_\_\_\_ 121  
122 \_\_\_\_\_ 122  
123 \_\_\_\_\_ 123

124 B. Hazardous Substances 124

- 125 1. Are you aware of the presence of any of the following on the Property? 125  
126 Asbestos material:  Yes  No 126  
127 Formaldehyde gas and/or ureaformaldehyde foam insulation (UFFI):  Yes  No 127  
128 Discoloring of soil or vegetation:  Yes  No 128  
129 Oil sheen in wet areas:  Yes  No 129  
130 Contamination of well or other water supply:  Yes  No 130  
131 Proximity to current or former waste disposal sites:  Yes  No 131  
132 Proximity to current or former commercial or industrial facilities:  Yes  No 132  
133 Proximity to current, proposed, or former mines or gravel pits:  Yes  No 133  
134 Radon levels at or above 4 picocuries per liter:  Yes  No 134  
135 Use of lead-based paint:  Yes  No 135

136 Note: If Property contains a residence with one to four dwelling units, and the structure was constructed, or construction began, before 136  
137 1978, you must disclose any knowledge of lead-based paint and any reports and/or records of lead-based paint on the Property. 137

138 Are you aware of any lead-based paint or lead-based paint hazards on the Property?  Yes  No 138

139 If yes, explain how you know of it, where it is, and the condition of those lead-based paint surfaces: \_\_\_\_\_ 139  
140 \_\_\_\_\_ 140  
141 \_\_\_\_\_ 141

142 Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property?  Yes  No 142

143 If yes, list all available reports and records: \_\_\_\_\_ 143  
144 \_\_\_\_\_ 144  
145 \_\_\_\_\_ 145

- 146 2. To your knowledge, has the Property been tested for any hazardous substances?  Yes  No 146  
147 3. Are you aware of any storage tanks on the Property?  Yes  No  Aboveground  Underground 147  
148 Total number of storage tanks on the Property: \_\_\_\_\_ Aboveground \_\_\_\_\_ Underground 148  
149 Are all storage tanks registered with the Pennsylvania Department of Environmental Protection?  Yes  No 149

150 If no, identify any unregistered storage tanks: \_\_\_\_\_ 150

151 Has any storage tank permit ever been revoked pursuant to a federal or state law regulating storage tanks?  Yes  No 151

152 Have you ever been ordered to take corrective action by a federal or state agency citing a release, or danger of release, from a storage 152  
153 tank?  Yes  No 153

154 Do methods and procedures exist for the operation of storage tanks and for the operator's/owner's maintenance of a leak detection sys- 154  
155 tem, an inventory control system, and a tank testing system?  Yes  No Explain: \_\_\_\_\_ 155  
156 \_\_\_\_\_ 156  
157 \_\_\_\_\_ 157

158 Has there been any release or any corrective action taken in response to a release from any of the storage tanks on the Property? 158

159  Yes  No If yes, have you reported the release to and corrective action to any governmental agency?  Yes  No 159

160 Explain: \_\_\_\_\_ 160  
161 \_\_\_\_\_ 161  
162 \_\_\_\_\_ 162

- 163 4. Do you know of any other environmental concerns that may have an impact on the Property?  Yes  No 163

164 Explain any yes answers you give in this section: \_\_\_\_\_ 164  
165 \_\_\_\_\_ 165  
166 \_\_\_\_\_ 166

167 C. Wood Infestation 167

- 168 1. Are you aware of any termites/wood-destroying insects, dryrot, or pests affecting the Property?  Yes  No 168  
169 2. Are you aware of any damage to the Property caused by termites/wood-destroying insects, dryrot, or pests?  Yes  No 169  
170 3. Is the Property currently under contract by a licensed pest control company?  Yes  No 170  
171 4. Are you aware of any termite/pest control reports or treatments for the Property in the last five years?  Yes  No 171

172 Explain any yes answers you give in this section: \_\_\_\_\_ 172  
173 \_\_\_\_\_ 173  
174 \_\_\_\_\_ 174

175 D. Natural Hazards/Wetlands 175

- 176 1. To your knowledge, is this Property, or part of it, located in a flood zone or wetlands area?  Yes  No 176  
177 2. Do you know of any past or present drainage or flooding problems affecting the Property?  Yes  No 177

3. To your knowledge, is this Property, or part of it, located in an earthquake or other natural hazard zone?  Yes  No  
Explain any yes answers you give in this section: \_\_\_\_\_

**6. UTILITIES**

**A. Water**

1. What is the source of your drinking water?  Public  Community System  Well on Property  
 Other: \_\_\_\_\_

2. If the Property's source of water is not public:

When was the water last tested? \_\_\_\_\_

What was the result of the test? \_\_\_\_\_

Is the pumping system in working order?  Yes  No

If no, explain: \_\_\_\_\_

3. Is there a softener, filter, or other purification system?  Yes  No

If yes, is the system:  Leased  Owned

4. Are you aware of any problems related to the water service?  Yes  No

If yes, explain: \_\_\_\_\_

**B. Sewer/Septic**

1. What is the type of sewage system?  Public Sewer  Community Sewer  On-site (or Individual) sewage system  
If on-site, what type?  Cesspool  Drainfield  Unknown  
 Other (specify): \_\_\_\_\_

2. Is there a septic tank on the Property?  Yes  No  Unknown

If yes, what is the type of tank?  Metal/steel  Cement/concrete  Fiberglass  Unknown

Other (specify): \_\_\_\_\_

3. When was the on-site sewage disposal system last serviced? \_\_\_\_\_

4. Is there a sewage pump?  Yes  No

If yes, is it in working order?  Yes  No

5. Are you aware of any problems related to the sewage system?  Yes  No

If yes, explain: \_\_\_\_\_

**C. Other Utilities**

1. The Property is serviced by the following:  Natural Gas  Electricity  Telephone

Other: \_\_\_\_\_

**7. TELECOMMUNICATIONS**

A. Is a telephone system included with the sale of the Property?  Yes  No

If yes, type: \_\_\_\_\_

B. Are ISDN lines included with the sale of the Property?  Yes  No

C. Is the Property equipped with satellite dishes?  Yes  No

If yes, how many? \_\_\_\_\_ Location: \_\_\_\_\_

D. Is the Property equipped for cable TV?  Yes  No

If yes, number of hook-ups: \_\_\_\_\_ Location: \_\_\_\_\_

E. Are there fiber optics available to the Property?  Yes  No Is the building wired for fiber optics?  Yes  No

Does the Property have T1 or other capability?  Yes  No

**8. GOVERNMENTAL ISSUES/ZONING/USE/CODES**

**A. Compliance, Building Codes & OSHA**

1. Do you know of any violations of federal (including ADA), state, or local laws or regulations relating to this Property?

Yes  No

2. Do you know of any violations of building codes or municipal ordinances concerning this Property?  Yes  No

3. Do you know of any health, fire, or safety violations concerning this Property?  Yes  No

4. Do you know of any OSHA violations concerning this Property?  Yes  No

5. Do you know of any improvements to the Property that were done without building or other required permits?  Yes  No

Explain any yes answers you give in this section: \_\_\_\_\_

**B. Condemnation or Street Widening**

1. To your knowledge, is the Property located in an area where public authorities are contemplating proceedings for highway, thoroughfare, rail, or utility construction, a redevelopment project, street widening or lighting, or other similar public projects?  Yes  No

If yes, explain: \_\_\_\_\_

- 241 C. Zoning 241
- 242 1. The Property is currently zoned \_\_\_\_\_ by the 242
- 243 (county, ZIP) \_\_\_\_\_ 243
- 244 2. Current use is:  conforming  non-conforming  permitted by variance  permitted by special exception 244
- 245 3. Do you know of any pending or proposed changes in zoning?  Yes  No 245
- 246 If yes, explain: \_\_\_\_\_ 246
- 247 \_\_\_\_\_ 247
- 248 D. Is there an occupancy permit for the Property?  Yes  No 248
- 249 E. Is there a Labor and Industry Certificate for the Property?  Yes  No 249
- 250 If yes, Certificate Number is: \_\_\_\_\_ 250
- 251 F. Is the Property a designated historic or archeological site?  Yes  No 251
- 252 If yes, explain: \_\_\_\_\_ 252
- 253 \_\_\_\_\_ 253

- 254 **9. LEGAL/TITLE ISSUES** 254
- 255 A. Are you aware of any encroachments or boundary line disputes regarding the Property?  Yes  No 255
- 256 B. Are you aware of any recorded encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, licenses, liens, 256
- 257 charges, agreements, or other matters which affect the title of the Property?  Yes  No 257
- 258 C. Are you aware of any encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, licenses, liens, charges, 258
- 259 agreements, or other matters which affect the title of the Property that have not been recorded in the official records of the county recorder 259
- 260 where the Property is located?  Yes  No 260
- 261 D. Are you aware of any public improvement, condominium, or owner association assessments against the Property that remain unpaid? 261
- 262  Yes  No 262
- 263 E. Are you aware of any existing or threatened action, suit, or government proceeding relating to the Property?  Yes  No 263
- 264 F. Are you aware of any reason, including a defect in title, that would prevent you from conveying title to the Property?  Yes  No 264
- 265 G. Are you aware of any judgment, encumbrance, lien (for example, co-maker or equity loan) or other debt against the Property that cannot 265
- 266 be satisfied by the proceeds of this sale?  Yes  No 266
- 267 H. Are you aware of any insurance claims filed relating to the property?  Yes  No 267
- 268 Explain any yes answers you give in this section: \_\_\_\_\_ 268
- 269 \_\_\_\_\_ 269
- 270 \_\_\_\_\_ 270

- 271 **10. RESIDENTIAL UNITS** 271
- 272 A. Is there a residential dwelling unit located on the Property?  Yes  No If yes, number of residential dwelling units: \_\_\_\_\_ 272
- 273 Note: If one to four residential dwelling units are to be sold with, or as part of, the Property, Owner must complete a Seller's Property 273
- 274 Disclosure Statement, as required by the Pennsylvania Real Estate Seller's Disclosure Law (68 P.S. §7301 et. seq.). 274

- 275 **11. TENANCY ISSUES** 275
- 276 A. Are you aware of any existing leases, subleases or other tenancy agreements affecting the Property?  Yes  No 276
- 277 B. Are there any verbal agreements or understandings with tenants that are not specifically recorded in the lease (e.g., a promise not to increase 277
- 278 rent, an implied agreement to let tenant end lease early, a first right of refusal on adjoining space)?  Yes  No 278
- 279 C. Are there any tenants for whom you do not currently have a security deposit?  Yes  No 279
- 280 D. Are there any tenants who have been 5 or more days late with their rent payment more than once this year?  Yes  No 280
- 281 E. Are there any tenants who are currently more than 30 days behind in paying rent, cam, or tax charges?  Yes  No 281
- 282 F. Are there any tenants who are in default of the lease for other than monetary reasons (e.g., failure to comply with rules, regulations, lease 282
- 283 terms, etc.)?  Yes  No 283
- 284 G. Are there any tenants that you have reason to believe are likely to fall into default of their lease within the next six months? 284
- 285  Yes  No 285
- 286 H. Is there any tenant that you would consider evicting or not offering an opportunity for renewal?  Yes  No 286
- 287 I. Are you currently involved in any type of dispute with any tenant?  Yes  No 287
- 288 Explain any yes answers you give in this section, providing names of tenants where applicable. Attach additional sheet if necessary: 288
- 289 \_\_\_\_\_ 289
- 290 \_\_\_\_\_ 290
- 291 \_\_\_\_\_ 291

- 292 **12. DOMESTIC SUPPORT LIEN LEGISLATION** 292
- 293 A. Has any Owner, at any time, on or since January 1, 1998, been obligated to pay support under an order that is on record in a domestic 293
- 294 relations office in any Pennsylvania county?  Yes  No 294
- 295 If yes, list name and social security numbers of Owner(s) obligated to pay, the county, and the Domestic Relations File or docket number: 295
- 296 \_\_\_\_\_ 296
- 297 \_\_\_\_\_ 297
- 298 \_\_\_\_\_ 298

300 **13. LAND USE RESTRICTIONS OTHER THAN ZONING** 300

301 A. Is the Property, or a portion of it, preferentially assessed for tax purposes under the Farmland and Forest Land Assessment 301  
302 Act (72 P.S. §5490.1 et seq.)(Clean and Green Program)?  Yes  No 302

303 Note: An Owner of Property enrolled in the Clean and Green Program must submit notice of the sale and any proposed changes in the use 303  
304 of Owner's remaining enrolled Property to the County Assessor 30 days before the transfer of title to Buyer. The sale of Property 304  
305 enrolled in the Clean and Green Program may result in the loss of program enrollment and the loss of preferential tax assessment for 305  
306 the Property and/or the land of which it is a part and from which it is being separated. Removal from enrollment in the Clean and 306  
307 Green Program may result in the charge of roll-back taxes and interest. A roll-back tax is the difference in the amount of taxes paid 307  
308 under the program and the taxes that would have been paid in the absence of Clean and Green enrollment. The roll-back taxes are 308  
309 charged for each year that the Property was enrolled in the program, limited to the past 7 years. 309

310 B. Is the Property, or a portion of it, preferentially assessed for tax purposes under the Open Space Act (16 P.S. §11941 et seq.) 310  
311 (an Act enabling certain counties of the Commonwealth to covenant with landowners for preservation of land in farm, forest, water supply, 311  
312 or open spaces uses)?  Yes  No 312

313 Note: This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on 313  
314 an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner 314  
315 and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants 315  
316 automatically renew at the end of the covenant period unless specific termination notice procedures are followed. When a breach of 316  
317 the covenant occurs, the then-owner is required to pay roll-back taxes and interest. A roll-back tax is the difference in the amount of 317  
318 taxes paid and the taxes that would have been paid in the absence of the covenant. The roll-back taxes are charged for each year that 318  
319 the Property was subject to the covenant, limited to the past 5 years. 319

320 C. Is the Property, or a portion of it, preferentially assessed for tax purposes or enrolled in any program, other than Clean & Green and Open 320  
321 Space, that contains any covenants, subdivision restrictions, or other restrictions affecting the Property?  Yes  No 321

322 Explain any yes answers you give in this section: \_\_\_\_\_ 322  
323 \_\_\_\_\_ 323  
324 \_\_\_\_\_ 324

325 **14. SERVICE PROVIDER/CONTRACTOR INFORMATION** 325

326 A. Provide the names, addresses and phone numbers of the service providers for any Maintenance Contracts on the Property (e.g., elevators, 326  
327 other equipment, pest control). Attach additional sheet if necessary: \_\_\_\_\_ 327

328 \_\_\_\_\_ 328  
329 \_\_\_\_\_ 329  
330 \_\_\_\_\_ 330

331 B. Provide the names, addresses and phone numbers of the service providers for any Alarm/Safety Contracts on the Property (e.g., security 331  
332 alarm system, sprinkler system, fire/smoke). Attach additional sheet if necessary: \_\_\_\_\_ 332

333 \_\_\_\_\_ 333  
334 \_\_\_\_\_ 334  
335 \_\_\_\_\_ 335

336 C. Provide the names, addresses and phone numbers of the service providers for any utilities on the Property (e.g., water, water softener, sewage, 336  
337 on-site sewage service, natural gas, electric, telephone). Attach additional sheet if necessary: \_\_\_\_\_ 337

338 \_\_\_\_\_ 338  
339 \_\_\_\_\_ 339  
340 \_\_\_\_\_ 340

341 **The undersigned Owner represents that the information set forth in this document is accurate and complete to the best of Owner's knowl-** 341  
342 **edge. Owner permits Broker to share information contained in this document with prospective buyers/tenants and other real estate licensees.** 342  
343 **OWNER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. Owner will** 343  
344 **notify Broker in writing of any information supplied on this form which is rendered inaccurate by a change in the condition of the Property** 344  
345 **following completion of this form.** 345

346 **OWNER** \_\_\_\_\_ **DATE** \_\_\_\_\_ 346

347 **OWNER** \_\_\_\_\_ **DATE** \_\_\_\_\_ 347

348 **OWNER** \_\_\_\_\_ **DATE** \_\_\_\_\_ 348

349 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_ 349

350 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_ 350

351 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_ 351

**NON-RESIDENTIAL LEASE FOR REAL ESTATE  
PART ONE OF A TWO PART AGREEMENT**

LC1

This form recommended and approved for, but not restricted to use by, members of the Pennsylvania Association of REALTORS® when used with an approved addendum attached hereto.

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

BROKER (Company) \_\_\_\_\_ PHONE \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ FAX \_\_\_\_\_  
 LICENSEE(S) \_\_\_\_\_ Designated Agent?  Yes  No  
**BROKER IS THE AGENT FOR LESSOR. OR (if checked below):**  
 Broker is NOT the Agent for Lessor and is a/an:  AGENT FOR LESSEE  TRANSACTION LICENSEE

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

BROKER (Company) \_\_\_\_\_ PHONE \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ FAX \_\_\_\_\_  
 LICENSEE(S) \_\_\_\_\_ Designated Agent?  Yes  No  
**BROKER IS THE AGENT FOR LESSEE. OR (if checked below):**  
 Broker is NOT the Agent for Lessee and is a/an:  AGENT FOR LESSOR  SUBAGENT FOR LESSOR  TRANSACTION LICENSEE

When the same broker is Broker for Lessor and Broker for Lessee, Broker is a Dual Agent. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Lessor and Lessee. If the same Licensee is designated for Lessor and Lessee, the Licensee is a Dual Agent. Broker(s) may perform services to assist unrepresented parties in complying with the terms of this Lease.

1. **This Agreement**, dated \_\_\_\_\_,  
 is between \_\_\_\_\_,  
 \_\_\_\_\_, called "Lessor," and  
 \_\_\_\_\_, called "Lessee."

2. **PROPERTY**  
 (A) Lessor agrees to lease to Lessee the premises known as \_\_\_\_\_  
 in the \_\_\_\_\_ of \_\_\_\_\_  
 County of \_\_\_\_\_ in the Commonwealth of Pennsylvania, Zip Code \_\_\_\_\_  
 with improvements consisting of \_\_\_\_\_

**upon the following terms and conditions:**

(B) Total rental for entire term payable to Lessor \$ \_\_\_\_\_

(C) Payments in advance  Monthly  \_\_\_\_\_ in the amount of: \$ \_\_\_\_\_

(D) Cash or check to be paid before possession by Lessee which is to be applied on account as follows:

- 1. Advance rent \_\_\_\_\_ to \_\_\_\_\_ Paid \$ \_\_\_\_\_ Due \$ \_\_\_\_\_
- 2. On account of final payment of rent \_\_\_\_\_ Paid \$ \_\_\_\_\_ Due \$ \_\_\_\_\_
- 3. Security deposit (see paragraph 2 (F) ) \_\_\_\_\_ Paid \$ \_\_\_\_\_ Due \$ \_\_\_\_\_
- 4. Credit report \_\_\_\_\_ Paid \$ \_\_\_\_\_ Due \$ \_\_\_\_\_
- 5. \_\_\_\_\_ Paid \$ \_\_\_\_\_ Due \$ \_\_\_\_\_

Totals – Paid to date.....Paid \$ \_\_\_\_\_  
 Balance due before possession.....Due \$ \_\_\_\_\_

(E) Adjusted payment of rent until regular due date, if any \$ \_\_\_\_\_

(F) Security deposit \$ \_\_\_\_\_

(G) Late charge if rent not paid within grace period \$ \_\_\_\_\_

Lessee Initials: \_\_\_\_\_

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Lessor Initials: \_\_\_\_\_

- 28 (H) Due date for each payment \_\_\_\_\_
- 29 (I) Term of this lease \_\_\_\_\_
- 30 (J) Commencement date of lease \_\_\_\_\_
- 31 (K) Expiration date of lease \_\_\_\_\_
- 32 (L) Required written notice to terminate this lease \_\_\_\_\_
- 33 (M) Renewal term if not terminated by either party \_\_\_\_\_
- 34 (N) Lessee will occupy premises ONLY as \_\_\_\_\_
- 35 (O) Maximum number of occupants under this lease \_\_\_\_\_

36 (P) Payments to be made promptly when due in U.S. Dollars to:  
 37  Lessor  Broker for Lessor

38 (Q) Utilities & services will be supplied as follows:

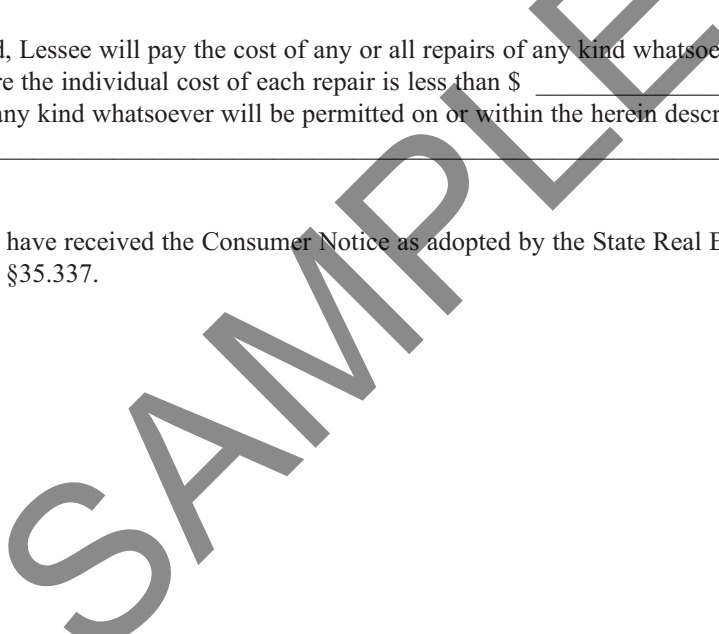
Lessor	Lessee	Lessor	Lessee
pays	pays	pays	pays
<input type="checkbox"/>	<input type="checkbox"/> Cold Water	<input type="checkbox"/>	<input type="checkbox"/> Gas
<input type="checkbox"/>	<input type="checkbox"/> Hot Water	<input type="checkbox"/>	<input type="checkbox"/> Lawn and Shrubbery Care
<input type="checkbox"/>	<input type="checkbox"/> Heat	<input type="checkbox"/>	<input type="checkbox"/> Cesspool Cleaning
<input type="checkbox"/>	<input type="checkbox"/> Electric	<input type="checkbox"/>	<input type="checkbox"/> Janitor Service
<input type="checkbox"/>	<input type="checkbox"/> Yearly Oil Burner Cleaning	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/> Water in Excess of yearly minimum Charge	<input checked="" type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/> Snow Removal	<input type="checkbox"/>	_____

49 (R) Unless otherwise stated, Lessee will pay the cost of any or all repairs of any kind whatsoever, occurring after commence-  
 50 ment of this lease where the individual cost of each repair is less than \$ \_\_\_\_\_

51 (S) No pets or animals of any kind whatsoever will be permitted on or within the herein described premise excepting \_\_\_\_\_  
 52 \_\_\_\_\_

54 **3. SPECIAL CLAUSES**

- 55 (A) Lessor and Lessee have received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa.  
 56 Code §35.336 and §35.337.
- 57 (B)



80 **4. ADDENDUM**

81 The Lessor and Lessee agree for themselves, their respective heirs and successors and assigns to the herein described terms and  
 82 also to those set forth in the addendum attached hereto entitled "TERMS AND CONDITIONS," (PART TWO) all of which are  
 83 to be regarded as binding and as strict legal conditions.

**NON-RESIDENTIAL LEASE  
PART TWO OF A TWO-PART AGREEMENT  
TERMS AND CONDITIONS**

LC2

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**Special  
Clauses**

**Taxes**  
(5-72)

**Fire  
Insurance  
Premiums  
Sewer Rent**

**Condition of  
Pavement**

**Security Deposit**  
(12-85)

**Affirmative  
Covenants of  
Lessor**

**Place of  
Payment**

**Affirmative  
Covenants of  
Lessee**  
(11-74)

**Payment  
of Rent  
Late Charges**  
(11-74)

**Cleaning,  
Repairing, etc.**

**Requirements of  
Public Authorities**

**Fire  
Surrender of  
Possession**  
(11-74)

**Notice of Fire, etc.  
Pay for Gas and  
Electricity**

**Indemnification**

5. (a) Lessee agrees to pay as rent in addition to the minimum rental herein received, all taxes, sewer rent, garbage and/or trash collection charges assessed or imposed upon the demised premises and/or the building of which the demised premises is a part during the term of this lease, in excess of and over and above those assessed or imposed at the time of making this lease. The amount due hereunder on account of such taxes shall be apportioned for that part of the first tax year, as assessed, and each subsequent tax year, as assessed thereafter during the term of this lease including extensions or renewals hereof. The same shall be paid by the Lessee to the Lessor as additional rent on or before sixty days from the Broker for Lessor's notice to the Lessee having been delivered as notice of any such tax increase.

(b) Unless specified herein to the contrary, the percentage of any such tax increases to be paid by the Lessee hereunder shall be apportioned in accordance with that percentage which the Lessee's rent represents to the total income that the building would yield if fully leased.

(c) Lessee further agrees to pay to Lessor as additional rent all increase or increases in fire insurance premiums upon the demised premises and/or the building of which the demised premises is a part, due to an increase in the rate of fire insurance in excess of the rate on the demised premises at the time of making this lease, if said increase is caused by any act or neglect of the Lessee or the nature of the Lessee's business.

(d) Lessee further agrees to pay as additional rent, if there is a metered water connection to said premises, all sewer rental or charges for use of sewers, sewer system, and sewage treatment works servicing the demised premises in excess of the yearly minimum of such sewer charges, immediately when the same become due.

(e) Lessee shall be responsible for the condition of the pavement, curb, cellar doors, awnings and other erections in the pavement during the term of this lease; shall keep the pavement free from snow and ice, and shall be, and hereby agrees that Lessee is solely liable for any accidents, due or alleged to be due to their defective condition, or to any accumulations of snow or ice.

6. The "security deposit" specified in paragraph #2. (f) shall be held by Broker for Lessor as security for the performance of all the terms, covenants and conditions of this lease and for the cost of any trash removal, housecleaning and the cost of repairs and/or the correction of damage (which is, in the opinion of the Lessor and/or Broker for Lessor, in excess of normal wear and tear); otherwise, the "security deposit" or any balance thereof shall be returned after the Lessee has vacated and left the premises in an acceptable condition (following a personal inspection by Lessor and/or Broker for Lessor) and surrendered all keys to Broker for Lessor. If the Lessor determines that any loss, damage or injury chargeable to the Lessee hereunder, exceeds the security deposit, the Lessor at his option, may retain the said sum as liquidated damages or may apply the sum against any actual loss, damage or injury and the balance thereof will be the responsibility of the Lessee. Lessor's determination of the amount, if any, to be returned to the Lessee shall be final. It is further understood and agreed that the said security deposit is not to be considered as the last payment under the lease, however the rights of the Lessor shall not be hindered to retain the security deposit, or a portion thereof as payment on account of uncollected rents, if any.

The aforementioned "security deposit" shall be paid to the Broker for Lessor who will deposit same in a separate custodial type account. Broker for Lessor shall keep records of all funds so deposited as required in accordance with the Act of February 19, 1980, P.L. 15, No. 9, Section 604 (63 P.S. 455.604). Said account will be clearly identified as required indicating the date and from whom he received money, the date deposited, the date of withdrawals and other pertinent information concerning this transaction. It is understood and agreed that should the property herein mentioned be sold, exchanged, transferred or conveyed to a new owner, that at the time of settlement, any money held as a security deposit shall be transferred to the new owner or his agent, to be continued to be held as a security deposit.

7. (a) If the Lessee so desires, Lessor, if possible, may make available to Lessee, without charge, a space in the building for the storage of goods and effects of Lessee. In consideration of the fact that no extra charge is made for the furnishing of such space by the Lessor, it is understood that Lessor shall not be liable for loss or damage to any stored goods through fire or theft or any cause whatever, and Lessee expressly releases Lessor as bailee or otherwise from all claims for any such loss or damage. It is further understood that the use of storage space by the Lessee shall be limited to the time of the Lessee's occupancy, and that goods left over thirty days after the expiration of Lessee's occupancy may be sold for storage charges at public or private sale without further notice to Lessee.

(b) The Lessor may furnish additional service not herein provided for but any such service shall be gratuitous unless otherwise agreed and shall not be an obligation of the Lessor or part of the consideration for the rent.

8. All rent shall be payable without prior notice or demand at the office of Lessor or Broker for Lessor as specified in paragraph #2.(p).

9. Lessee covenants and agrees that he will without demand:

(a) Pay the rent and all other charges herein reserved as rent on the days and times and at the place that the same are made payable, without fail, and if Lessor shall at any time or times accept said rent or rent charges after the same shall have become due and payable, such acceptance shall not excuse delay upon subsequent occasions, or constitute or be construed as a waiver of any of Lessor's rights. Lessee agrees that any charge or payment herein reserved, included, or agreed to be treated or collected as rent and/or any charges, expenses, or costs herein agreed to be paid by the Lessee may be proceeded for and recovered by the Lessor by legal process in the same manner as rent due and in arrears.

(b) All rental payments are due and payable on the due date as specified in paragraph #2. (h) of this agreement or within five days thereafter (grace period) without penalty. However, after 5:00 P.M. on the fifth day after due date as aforementioned, any rental payment not paid in full will be subject to a late charge. Payments not made on or before 5:00 P.M. on the tenth day after due date, together with late charge, may be referred to Magisterial District Justice or Justice of the Peace for the collection and/or ejection.

(c) Keep the demised premises clean and free from all ashes, dirt and other refuse matter; replace all broken glass windows, doors, etc.; keep all waste and drain pipes open; repair all damages to plumbing and to the demised premises; in general, keep the same in as good order and repair as they are at the beginning of the term of this lease, reasonable wear and tear and damage by accidental fire or other casualty not occurring through negligence of Lessee or those employed by or acting for Lessee alone excepted. The Lessee agrees to surrender the demised premises in the same condition in which Lessee has herein agreed to keep the same during the continuance of this lease.

(d) Comply with any requirements of any of the constituted public authorities, and with the terms of any State or Federal statute or local ordinance or regulation applicable to Lessee or his use of the demised premises, and save Lessor harmless from penalties, fines, costs or damages resulting from failure to do so.

(e) Use every reasonable precaution against fire.

(f) Peaceably deliver up and surrender possession of the demised premises to the Lessor at the expiration or sooner termination of this lease, promptly delivering to Lessor at his office, all keys for the demised premises, with all trash and personal belongings removed and building(s) broom-swept clean.

(g) Give to Lessor prompt written notice of any accident, fire or damage occurring on or to the demised premises.

(h) Promptly pay for all gas and electricity, water, heat, lawn care and services consumed in the herein demised premises during the continuance of this lease if so specified in paragraph #2.(q); and should Lessee fail to make these payments when due, Lessor shall have the right to settle therefor, such sums to be considered additional rent and collectable from Lessee, as such, by distress or other process and to have all the priorities given by law to claims for rent.

(i) Indemnify and save Lessor harmless from any and all loss occasioned by Lessee's breach of any of the covenants, terms and conditions of this lease, or caused by his family, guests, visitors, agents and employees.

10. Lessee covenants and agrees that he will do none of the following things without the consent in writing of Lessor:

**Negative Covenants of Lessee Use of Premises Assignment and Subletting**

(a) Occupy the demised premises in any other manner or for any other purpose than as above set forth in paragraph #2. (n).  
(b) Assign, mortgage or pledge this lease or under-let or sub-lease the demised premises, or any part thereof, or permit any other person, firm or corporation to occupy the demised premises, or any part thereof; nor shall any assignee or sub-lessee assign, mortgage or pledge this lease or such sub-lease, without an additional written consent by the Lessor, and without such consent no such assignment, mortgage or pledge shall be valid. If the Lessee becomes embarrassed or insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed or against the Lessee or a bill in equity or other proceeding for the appointment of a receiver for the Lessee is filed, or if the real or personal property of the Lessee shall be sold or levied upon by any Sheriff, Marshal or Constable, the same shall be a violation of this covenant.

**Signs**

(c) Place or allow to be placed any stand, booth, sign or show case upon the doorsteps, vestibules or outside walls or pavements of said premises, or paint, place, erect or cause to be painted, placed or erected any sign, projection or device on or in any part of the premises. Lessee shall remove any sign, projection or device painted, placed or erected, if permission has been granted and restore the walls, etc., to their former conditions, at or prior to the expiration of this lease. In case of the breach of this covenant (in addition to all other remedies given to Lessor in case of breach of any conditions or covenants of this lease) Lessor shall have the privilege of removing said stand, booth, sign, show case, projection or device, and restoring said walls, etc., to their former condition, and Lessee, at Lessor's option, shall be liable to Lessor for any and all expenses so incurred by Lessor.

**Alterations Improvements**

(d) Make any alterations, improvements, or additions to the demised premises. All alterations, improvements, additions or fixture's. whether installed before or after the execution of this lease, shall remain upon the premises at the expiration or sooner determination of this lease and become the property of Lessor, unless Lessor shall, prior to the determination of this lease, have given written notice to Lessee to remove the same, in which event Lessee will remove such alterations, improvements and additions and restore the premises to the same good order and condition in which they now are. Should Lessee fail to do so, Lessor may do so, collecting, at Lessor's option, the cost and expense thereof from Lessee as additional rent.

**Machinery Weights Fire Insurance**

(e) Use or operate any machinery that, in Lessor's opinion, is harmful to the building or disturbing to other tenants occupying other parts thereof.  
(f) Place any weights in any portion of the demised premises beyond the safe carrying capacity of the structure.  
(g) Do or suffer to be done, any act, matter or thing objectionable to the fire insurance companies, whereby the fire insurance or any other insurance now in force or hereafter to be placed on the demised premises, or any part thereof, or on the building of which the demised premises may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date of execution of this lease, or employ any person or persons objectionable to the fire insurance companies or carry or have been benzine or explosive matter of any kind in and about the demised premises. In case of a breach of this covenant (in addition to all other remedies given to Lessor in case of the breach of any of the conditions of covenants of this lease) Lessee agrees to pay to Lessor as additional rent any and all increase or increases of premiums on insurance carried by Lessor on the demised premises, or any part thereof, or on the building of which the demised premises may be a part, caused in any way by the occupancy of Lessee.

**Removal of Goods Vacate Premises**

(h) Remove, attempt to remove or manifest an intention to remove Lessee's goods or property from or out of the demised premises otherwise than in the ordinary and usual course of business, without having first paid and satisfied Lessor for all rent which may become due during the entire term of this lease.

**Upon Removal**

(i) Vacate or desert said premises during the term of this lease, or permit the same to be empty and unoccupied.  
11. The Lessee agrees that if, with the permission in writing of Lessor, Lessee shall vacate or decide at any time during the term of this lease, or any renewal thereof, to vacate the herein demised premises, prior to the expiration of this lease, or any renewal hereof, Lessee will not cause or allow any broker to work with Lessee in any sub-letting or reletting of the demised premises other than a broker approved by the Lessor, and that should Lessee do so, or attempt to do so, that Lessor may remove any signs that may be placed on or about the demised premises by such other broker without any liability to Lessee or to said broker, the Lessee assuming all responsibility for such action.

**Lessor's Rights Inspection of Premises**

12. Lessee covenants and agrees that Lessor shall have the right to do the following things and matters in and about the demised premises:  
(a) At all reasonable times by himself or his duly authorized agents to go upon and inspect the demised premises and every part thereof, and/or at his option to make repairs, alterations and additions to the demised premises or the building of which the demised premises is a part.

**Rules and Regulations**

(b) At any time or times and from time to time make such rules and regulations as in his judgement may from time to time be necessary for the safety, care and cleanliness of the premises, and for the preservation or good order therein. Such rules and regulations shall, when notice thereof is given to Lessee, form a part of this lease.

**Sale, Rent, Signs and Prospects**

(c) To display a "For Sale" sign at any time, and also, after notice from either party of intention to determine this lease, or at any time within six months prior to the expiration of this lease, a "For Rent" sign, or both "For Rent" and "For Sale" signs; and all of said signs shall be placed upon such part of the premises as Lessor may elect and may contain such matter as Lessor shall require. Prospective purchasers or tenants authorized by Lessor may inspect the premises Monday thru Saturday between the hours of 11:00 A.M. and 8:00 P.M.

**Discontinue Service, etc.**

13. (a) In the event that the demised premises is totally destroyed or so damaged by fire or other casualty not occurring through fault or negligence of the Lessee or those employed by or acting for him, that the same cannot be repaired or restored within a reasonable time, this lease shall absolutely cease and determine, and the rent shall abate for the balance of the term.

**Damage for Interrupted Use Representation of Condition Miscellaneous Agreements and Conditions**

(b) If the damage caused as above be only partial and such that the premises can be restored to their former condition within a reasonable time, the Lessor may, at his option, restore the same with reasonable promptness, reserving the right to enter upon the demised premises for that purpose. The Lessor also reserves the right to enter upon the demised premises whenever necessary to repair damage caused by fire or other casualty to the building of which the demised premises is a part, even though the effect of such entry be to render the demised premises or a part thereof untenable. In either event the rent shall be apportioned and suspended during the time the Lessor is in possession, taking into account the proportion of the demised premises rendered untenable and the duration of the Lessor's possession. If a dispute arises as to the amount of rent due under this clause, Lessee agrees to pay the full amount claimed by Lessor. Lessee shall, however, have the right to proceed by law to recover the excess payment, if any.

**Effect of Repairs or Rentals Waiver of Custom**

(c) Lessor shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance from the necessity of repairing any portion of the building, the interruption in the use of the premises, or the termination of this lease by reason of the destruction of the premises.

**Failure of Lessee to Repair**

14. The Lessor has let the demised premises in their present condition and without any representation on the part of the Lessor, his officers, employees, servants and/or agents. It is understood and agreed that the Lessor is under no duty to make alterations at the time of letting or at any time thereafter.

**Remedies of Lessor**

15. (a) No contract entered into or that may be subsequently entered into by Lessor with Lessee, relative to any alterations, additions, improvements or repairs, nor the failure of Lessor to make such alterations, additions, improvements or repairs as required by any such contract, nor the making by Lessor or his agents or contracts of such alterations, additions, improvements or repairs shall in any way affect the payment of the rent or said other charges at the time specified in this lease.

(11-74)

(b) It is hereby covenanted and agreed, any law, usage or custom to the contrary notwithstanding, that Lessor shall have the right at all times to enforce the covenants and provisions of this lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the Lessor in refraining from so doing at any time or times; and further, that the failure of Lessor at any time or times to enforce its rights under said covenants and provisions strictly in accordance with the same not be construed as having created a custom in any way or manner contrary to the specific terms, provisions and covenants of this lease or as having in any way or manner modified the same.

(c) In the event of the failure of Lessee promptly to perform the covenants of paragraph #9. (c) hereof, Lessor may go upon the demised premises and perform such covenants, the cost thereof, at the sole option of Lessor, to be charged to Lessee as additional and delinquent rent.

16. If the Lessee

(a) Does not pay in full when due any and all installments of rent and/or any other charge or payment herein reserved, included, or agreed to be treated or collected as rent and/or any other charge, expense, or cost herein agreed to be paid by the Lessee; or

(b) Violates or fails to perform or otherwise breaks any covenant or agreement herein contained; or

(c) Vacates the demised premises or removes or attempts to remove or manifests an intention to remove any goods or property therefrom otherwise than in the ordinary and usual course of business without having first paid and satisfied the Lessor in full for all rent and other charges then due or that may thereafter become due until the expiration of the then current term, above mentioned; or

(d) Becomes embarrassed or insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against the Lessee or a bill in equity or other proceeding for the appointment of a receiver for the Lessee is filed, or if proceedings for reorganization or for composition with creditors under any State or Federal law be instituted by or against Lessee, or if the real or personal property of the Lessee shall be sold or levied upon by any due process of law, then and in any or either of said events, there shall be deemed to be a breach of this lease, and thereupon ipso facto and without



entry or other action by Lessor;

(d1) The rent for the entire unexpired balance of the term of this lease, as well as all other charges, payments, costs and expenses herein agreed to be paid by the Lessee, or at the option of Lessor any part thereof, and also all costs and officers' commissions including watchmen's wages and further including the five percent chargeable by Act of Assembly to the Lessor, shall, in addition to any and all instruments of rent already due and payable and in arrears and/or any other charge or payment herein reserved, included or agreed to be treated or collected as rent, and/or any other charge, expense or cost herein agreed to be paid by the Lessee which may be due and payable and in arrears, be taken to be due and payable and in arrears as if by the terms and provisions of this lease, the whole balance of unpaid rent and other charges, payments, taxes, costs and expenses were on that date payable in advance; and if this lease or any part thereof is assigned, or if the premises or any part thereof is sub-let, Lessee hereby irrevocably constitutes and appoints Lessor Lessee's agent to collect the rents due by such assignee or sub-lease and apply the same to the rent due hereunder without in any way affecting Lessee's obligation to pay unpaid balance of rent due hereunder; or in the event of any of the foregoing at any time at the option of Lessor;

(d2) This lease and the term hereby created shall determine and become absolutely void without any right on the part of the Lessee to save the forfeiture by payment of any sum due or by other performance of any condition; term or covenant broken; whereupon, Lessor shall be entitled to recover damages for such breach in an amount equal to the amount of rent reserved for the balance of the term of this lease, less the fair rental value of the said demised premises, for the residue of said term.

17. In the event of any default as aforesaid, the Lessor, or anyone acting on Lessor's behalf, at Lessor's option:

(a) May lease said premises or any part or parts thereof to such person or persons as may in Lessor's discretion seem best and the Lessee shall be liable for any loss of rent for the balance of the then current term.

(b) Any re-entry or re-letting by Lessee under the terms hereof shall be without prejudice to Lessor's claim for damages and shall under no circumstances release Lessee from liability for such damages arising out of the breach of any of the covenants, terms and conditions of this lease.

18. It is understood and agreed that the Lessor hereof does not warrant or undertake that the Lessee shall be able to obtain a permit under any Zoning Ordinance or Regulation for such use as Lessee intends to make of the said premises, and nothing in this lease contained shall obligate the Lessor to assist Lessee in obtaining said permit; the Lessee further agrees that in the event a permit cannot be obtained by Lessee under any Zoning Ordinance, or Regulation, this lease shall not terminate without Lessor's consent, and the Lessee shall use the premises only in a manner permitted under such Zoning Ordinance or Regulation.

19. If rent and/or charges hereby reserved as rent shall remain unpaid on any day when the same should be paid Lessee hereby empowers any Prothonotary or attorney of any Court of Record to appear for Lessee in any and all actions which may be brought for rent and/or the charges, payments, costs and expenses reserved as rent, or agreed to be paid by the Lessee and/or to sign for Lessee an agreement for entering in any competent Court an amicable action or actions for the recovery of rent or other charges or expenses, and in said suits or in said amicable action or actions to confess judgment against Lessee for all or any part of the rent specified in this lease and then unpaid including, at Lessor's option, the rent for the entire unexpired balance of the term of this lease, and/or other charges, payments, costs and expenses reserved as rent or agreed to be paid by the Lessee, and for interest and costs together with an attorney's commission of 15%. Such authority shall not be exhausted by one exercise thereof, but judgment may be confessed as aforesaid from time to time as often as any of said rent and/or other charges reserved as rent shall fall due or be in arrears, and such powers may be exercised as well after the expiration of the original term and/or during any extension or renewal of this lease.

20. When this lease shall be determined by condition broken, either during the original term of this lease or any renewal or extension thereof and also when and as soon as the term hereby created or any extension thereof shall have expired, it shall be lawful for any attorney as attorney for Lessee to file an agreement for entering in any competent Court an amicable action and judgment in ejectment against Lessee and all persons claiming under Lessee for the recovery of possession of the herein demised premises, for which this lease shall be his sufficient warrant, whereupon, if Lessor so desires, a writ of habere facias possessionem may issue forthwith, without any prior writ or proceedings whatsoever, and provided that if for any reason after such action shall have been commenced the same shall be determined and the possession of the premises hereby demised remain in or be restored to Lessee. Lessor shall have the right upon any subsequent default or defaults, or upon the termination of this lease as hereinbefore set forth, to bring one or more amicable action or actions as hereinbefore set forth to recover possession of the said premises.

21. In any amicable action of ejectment and/or for rent in arrears, Lessor shall first cause to be filed in such action an affidavit made by him or someone acting for him setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive evidence, and if a true copy of this lease (and of the truth of the copy such affidavit shall be sufficient evidence) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, any rule of Court, custom or practice to the contrary notwithstanding.

22. All of the remedies hereinbefore given to Lessor and all rights and remedies given to it by law and equity shall be cumulative and concurrent. No determination of this lease or the taking or recovering of the premises shall deprive Lessor of any of its remedies or action against the Lessee for rent due at the time or which, under the terms hereof, would in the future become due as if there has been no determination, or for sums due at the time or which, under the terms hereof, would in the future become due as if there had been no determination, nor shall the bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of rent be construed as a waiver of the right to obtain possession of the premises.

23. This Agreement of Lease and all of its terms, covenants, and provisions are and each of them is subject and subordinate to any lease or other arrangement or right to possession, under which the Lessor is in control of the demised premises, to the rights of the owner or owners of the demised premises and of the land or buildings of which the demised premises are a part to all rights of the Lessor's landlord and to any and all mortgages and other encumbrances now or hereafter placed upon the demised premises or upon the land and/or buildings containing the same; and Lessee expressly agrees that if Lessor's tenancy, control, or right to possession shall terminate either by expiration, forfeiture or otherwise, then this lease shall thereupon immediately terminate and the Lessee shall, thereupon, give immediate possession and Lessee hereby waives any and all claims for damages or otherwise by reason of such termination as aforesaid.

24. In the event that the premises demised or any part thereof is taken or condemned for a public or quasi-public use, this lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and rent shall abate in proportion to the square feet of leased space taken or condemned or shall cease if the entire premises be so taken. In either event the Lessee waives all claims against the Lessor by reason of the complete or partial taking of the demised premises, and it is agreed that the Lessee shall not be entitled to any notice whatsoever of the partial or complete termination of this lease by reason of the aforesaid.

25. It is hereby mutually agreed that either party hereto may determine this lease at the end of the said term by giving to the other party prior written notice thereof in accordance with paragraph #2. (1), but in default of such notice, this lease shall continue upon the same terms and conditions in force immediately prior to the expiration or the term hereof as are herein contained for a further period as specified in paragraph #2. (m), and so on from renewal to renewal unless or until termination by either party hereto, giving the other the aforementioned written notice for renewal previous to expiration of the then current term; PROVIDED, however, that should this lease be continued for a further period under the terms hereinabove mentioned, any allowance given Lessee on the rent during the original term should not exceed beyond such original term, and further provided, however, that if Lessor shall have given such written notice prior to the expiration of any term hereby created, of its intention to change the terms and conditions of this lease, and Lessee shall not within thirty days from such notice notify Lessor of Lessee's intention to vacate the demised premises at the end of the then current term, Lessee shall be considered as Lessee under the terms and conditions mentioned in such notice for a further term as above provided, or for such further term as may be stated in such notice. In the event that Lessee shall give notice, as stipulated in this lease, of intention to vacate the demised premises at the end of the present term, or any renewal or extension thereof, and shall fail or refuse so to vacate the same on the date designated by such notice, then it is expressly agreed that Lessor shall have the option either (a) to disregard the notice so given as having no effect, in which case all the terms and conditions of this lease shall continue thereafter with full force precisely as if such notice had not been given, or (b) Lessor may, at any time within thirty days after the present term or any renewal or extension thereof, as aforesaid, give the said Lessee ten days written notice of his intention to terminate the said lease; whereupon the Lessee expressly agrees to vacate said premises at the expiration of the said period of ten days specified in said notice. All powers granted to Lessor by this lease may be exercised and all obligations imposed upon Lessee by this lease shall be performed by Lessee as well during any extension of the original term of this lease as during the original term itself.

26. If Lessor is unable to give Lessee possession of the demised premises, as herein provided, by reason of the holding over of a previous occupant, or by reason of any cause beyond the control of the Lessor, the Lessor shall not be liable in damages to the Lessee therefore, and during the period that the Lessor is unable to give possession, all rights and remedies of both parties hereunder shall be suspended.

27. Lessee agrees to pay as additional rent any and all sums which may become due by reason of the failure of Lessee to comply with any of the covenants

**Further Remedies of Lessor**

**Zoning**

**Confession of Judgement**

**Ejectment**

**Affidavit of Default**

**Remedies Cumulative**

**Subordination**

**Condemnation**

**Termination of Lease**

**Inability to give Possession**

**Additional Rent**

of this lease and any and all damages, costs and expenses which the Lessor may suffer or incur by reason of any default of the Lessee or failure on his part to comply with the covenants of this lease, and also any and all damages to the demised premises caused by any act or neglect of the Lessee, his guests, agents, employees or other occupants of the demised premises.

**Notices**

28. All notices required to be given by Lessor to Lessee shall be sufficiently given by leaving the same upon the demised premises, but notices given by Lessee to Lessor must be given by certified mail, and as against Lessor the only admissible evidence that notice has been given by Lessee shall be a certified return receipt signed by Lessor or his agent.

**Right to Enforce**

29. The Lessor shall have the right, at all times, to enforce any or all the convenience and provisions of this lease, notwithstanding the failure of the Lessor at any previous time, or times, to enforce his rights under any of the covenants and provisions of this lease.

**Definition of Lessor and Lessee**

30. The word "Lessor" as used herein, shall include the Owner and the Landlord, whether Person, Firm or Corporation, as well as the Heirs, Executors, Administrators, Successors and Assigns each of whom shall have the same rights, remedies, powers, privileges and obligations as though he, she, it or they had originally signed this lease as Lessor, including the right to proceed in his, her, its, or their own name to enter judgment by confession, or otherwise. The word "Lessee" as used herein, shall include Tenant, whether Person, Firm or Corporation, as well as the Heirs, Executors, Administrators, Successors and Assigns, each of whom shall have the same rights, remedies, powers, privileges, and shall have no other liabilities, rights, privileges or powers than he, she, it or they would have been under or possessed had he, she, it or they originally signed this lease as Lessee.

**Broker**

31. It is expressly understood and agreed between the parties hereto that the herein named Broker, his salesmen and employees or any officer or partner of Broker and any cooperating broker and his salesmen and employees and any officer or partner of the cooperating broker are acting as Broker only and will in no case whatsoever be held liable either jointly or severally to either party for the performance of any term of covenant of this agreement or for damages for the nonperformance thereof.

**Heirs and Assignees**

32. All rights and liabilities herein given to, or imposed upon, or waivers of the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors and assigns of said parties; and if there shall be more than one Lessee, they shall all be bound jointly and severally by the terms, covenants and agreements herein, and the word "Lessee" shall be then deemed taken to mean each and every person or party mentioned as a Lessee herein, be the same one or more; and if there shall be more one Lessee, any notice required or permitted by the terms of this lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment of such assignee has been approved by Lessor in writing as aforesaid.

**Lease Contains Entire Agreement**

33. The Lessor and Lessee hereby agree that this lease sets forth all the promises, agreements, conditions and understandings between the Lessor, or Broker for Lessor, and the Lessee relative to the demised premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth, and any subsequent alteration, amendment, change or addition to this lease shall not be binding upon the Lessor or Lessee unless reduced to writing and signed by them.

**Severability (11-74)**

34. If any section, subsection, sentence, clause phrase or requirement of this lease is contrary to law or laws subsequently enacted, or should be found contrary to laws during the term or any renewal or extension thereof, the validity of the remaining portions shall not be affected thereby. The parties hereby agree that they would have agreed to each section, subsection, clause, sentence, phrase or requirement herein irrespective of the fact that one or more section, subsection sentence, clause, phrase or requirement was contrary to law or during the term or any renewal or extension thereof or are found to be contrary to the law.

**Descriptive Heading**

35. The descriptive headings used herein are for convenience only and they are not intended to indicate all of the matter in the sections which follow them. Accordingly, they shall have no effect whatsoever in determining the rights or obligations of the parties.

**Approval (7-86)**

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

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunder set their hands and seals the day and year first above written.

WITNESS \_\_\_\_\_ LESSEE \_\_\_\_\_ DATE \_\_\_\_\_  
WITNESS \_\_\_\_\_ LESSEE \_\_\_\_\_ DATE \_\_\_\_\_  
WITNESS \_\_\_\_\_ LESSEE \_\_\_\_\_ DATE \_\_\_\_\_

The Lessor hereby approves this contract on this (date) \_\_\_\_\_ and in consideration of the services rendered in procuring the herein named Lessee and/or collection of rents as agreed and specified in part one of this lease, the Lessor agrees to pay the herein named Broker for Lessor a fee in the amount of \_\_\_\_\_ for obtaining Lessee together with a fee of \_\_\_\_\_ for the collection of rents during the term, renewal or extension of this lease or additional lease with the herein named Lessee. Should the Lessee purchase the demised premises from the Lessor during the term of this lease, or during a renewal, extension or any additional lease between said parties for the demised premises, or within a reasonable period of time after the expiration of any such lease, the Lessor agrees to pay the Broker for Lessor, at the time of settlement, a sales fee of/from the specified sale price.

WITNESS \_\_\_\_\_ LESSOR \_\_\_\_\_ DATE \_\_\_\_\_  
WITNESS \_\_\_\_\_ LESSOR \_\_\_\_\_ DATE \_\_\_\_\_  
WITNESS \_\_\_\_\_ LESSOR \_\_\_\_\_ DATE \_\_\_\_\_

**BROKER FOR LESSOR** \_\_\_\_\_  
ACCEPTED BY \_\_\_\_\_ DATE \_\_\_\_\_

**RESIDENTIAL USE ADDENDUM TO COMMERCIAL AGREEMENT OF SALE  
FOR USE WHEN TRANSFERRING 1-4 RESIDENTIAL UNITS**

RUA

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

1 **PROPERTY** \_\_\_\_\_  
2 **SELLER** \_\_\_\_\_  
3 **BUYER** \_\_\_\_\_  
4 **DATE OF AGREEMENT** \_\_\_\_\_

5  **Buyer has received the Seller's Property Disclosure Statement before signing the Agreement, if required by law. (See Information**  
6 **Regarding the Seller's Property Disclosure Act.)**

7 **1. RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT NOTICE**  
8 **REQUIRED FOR PROPERTIES BUILT BEFORE 1978 (4-02)**

- 9  NOT APPLICABLE  
10  APPLICABLE

11 (A) **Seller represents that** Seller has no knowledge concerning the presence of lead-based paint and/or lead-based paint hazards in or about  
12 the Property, unless checked below.  
13  Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the basis for  
14 determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other available informa-  
15 tion concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.) \_\_\_\_\_  
16

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

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

21 (C) **Buyer's Acknowledgement**

22 Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement contained in this  
23 Addendum (See Lead-Based Paint Notices). Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint  
24 hazards, as identified in paragraph 1(A) and has received the records and reports, if any, pertaining to lead-based paint and/or lead-based  
25 paint hazards identified in paragraph 1(B).

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

27 (D) **RISK ASSESSMENT/INSPECTION:** Buyer acknowledges that before Buyer is obligated to buy a residential dwelling built before  
28 1978, Buyer has 10 days to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based  
29 paint hazards unless Buyer and Seller agree to a different time period.

30  **WAIVED.** Buyer understands that Buyer has the right to conduct a risk assessment or inspection of the Property to determine the presence  
31 of lead-based paint and/or lead-based paint hazards. **BUYER WAIVES THIS RIGHT** and agrees to the **RELEASE** set forth in paragraph 4.

32  **ELECTED.** Buyer has the option to conduct a risk assessment and/or inspection of the Property for lead-based paint and/or lead-based  
33 paint hazards within \_\_\_\_\_ days of the execution of the Agreement. Buyer will, **within the time period for completing this inspection:**

- 34 1. Accept the Property in writing, and agree to the **RELEASE** set forth in paragraph 4, OR  
35 2. Terminate the Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to  
36 Buyer and the Agreement will be **VOID**.

37 **Buyer's failure to exercise any of Buyer's options within the time limits specified in this paragraph will constitute a WAIVER of**  
38 **this contingency, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 4.**

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

40 **2. STATUS OF RADON (4-02)**

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

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

DATE	TYPE OF TEST	RESULTS (picocuries/liter or working levels)
_____	_____	_____
_____	_____	_____
_____	_____	_____

44 COPIES OF ALL AVAILABLE TEST REPORTS will be delivered to Buyer with the Agreement. **SELLER DOES NOT WARRANT EITHER**  
45 **THE METHODS OR RESULTS OF THE TESTS.**

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

DATE	RADON REDUCTION METHOD
_____	_____
_____	_____
_____	_____

54 **Buyer Initials:** \_\_\_\_\_

**Seller Initials:** \_\_\_\_\_

- 59 (B) **RADON INSPECTION CONTINGENCY**  
 60  WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for radon by a certified inspector (see  
 61 Radon Notice). BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 4.  
 62  ELECTED. Buyer, at Buyer's expense, has the option to obtain, from a certified inspector, a radon test of the Property within  
 63 \_\_\_\_\_ days of the execution of the Agreement (see Radon Notice). If the test report reveals the presence of radon at or exceeding 0.02  
 64 working levels (4 picocuries/liter), Buyer will, **within the time period for completing this inspection:**  
 65 1. Accept the Property in writing, and agree to the RELEASE set forth in paragraph 4, OR  
 66 2. Terminate the Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to  
 67 Buyer and the Agreement will be VOID.

68 **Buyer's failure to exercise any of Buyer's options within the time limits specified in this paragraph will constitute a WAIVER of**  
 69 **this contingency, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 4.**

- 70 **3. HOME INSPECTION CONTINGENCY (4-02)**  
 71  WAIVED. Buyer will not conduct a home inspection of the Property as defined by the Pennsylvania Home Inspection Law (see  
 72 Pennsylvania Home Inspection Law Notice), and agrees to the RELEASE set forth in paragraph 4.  
 73  ELECTED. Buyer, at Buyer's expense, has the option to obtain a home inspection, as defined by the Pennsylvania Home Inspection Law  
 74 (see Pennsylvania Home Inspection Law Notice) within \_\_\_\_\_ days of the execution of the Agreement. Such home inspection shall be  
 75 performed by a full member in good standing of a national home inspection association, or by a person supervised by a full member of a  
 76 national home inspection association, in accordance with the ethical standards and code of conduct or practice of that association. If Buyer  
 77 is not satisfied with the condition of the Property as stated in the Home Inspection Report, Buyer will, **within the time period for complet-**  
 78 **ing this inspection:**  
 79 1. Accept the Property in writing, and agree to the RELEASE set forth in paragraph 4, OR  
 80 2. Terminate the Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to  
 81 Buyer and the Agreement will be VOID.

82 **Buyer's failure to exercise any of Buyer's options within the time limits specified in this paragraph will constitute a WAIVER of**  
 83 **this contingency, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 4.**

- 84 **4. RELEASE (1-00)** Buyer hereby releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES,  
 85 EMPLOYEES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM, or CORPORATION who may be  
 86 liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and property  
 87 damage and all of the consequences thereof, whether now known or not, which may arise from the presence of termites or other wood-  
 88 boring insects, radon, lead-based paint hazards, environmental hazards, any defects in the individual on-lot sewage disposal system or  
 89 deficiencies in the on-site water service system, or any defects or conditions on the Property. This release will survive settlement.  
 90  
 91  
 92  
 93  
 94

95 All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.

96  
 97 WITNESS \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
 98 WITNESS \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
 99 WITNESS \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
 100 WITNESS \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
 101 WITNESS \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
 102 WITNESS \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
 103

- 104  **Regarding Lead-Based Paint Hazards Disclosure: Required if Property was built before 1978:** The undersigned Licensees involved  
 105 in this transaction, on behalf of themselves and their brokers, certify that their statements are true to the best of their knowledge and belief.  
 106 **Acknowledgement:** The Licensees involved in this transaction have informed Seller of Seller's obligations under The Residential Lead  
 107 Paint Hazard Reduction Act, 42 U.S.C. §4852(d), and are aware of their responsibility to ensure compliance.  
 108

109 **BROKER FOR SELLER (Company Name)** \_\_\_\_\_  
 110 **ACCEPTED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

112 **BROKER FOR BUYER (Company Name)** \_\_\_\_\_  
 113 **ACCEPTED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_  
 114  
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# NOTICES AND INFORMATION

## 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 the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved.

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

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

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

## LEAD-BASED PAINT NOTICES

### DISCLOSURES REQUIRED BY THE LEAD-BASED PAINT HAZARDS DISCLOSURE ACT 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 Hazards 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 NOTICE

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 DEP, 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.

**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 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 must be in writing and 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.

The seller shall have the right, upon request, to receive without charge a copy of a home inspection report from the person 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.

#### **EXPERTISE OF REAL ESTATE AGENTS**

Pennsylvania Real Estate Agents are required to be licensed by the Commonwealth of Pennsylvania and are obligated to disclose adverse factors about a property that are reasonably apparent to someone with expertise in the marketing of real property.

- (A) If Buyer wants information regarding specific conditions or components of the property which are outside the Agent's expertise, the advice of the appropriate professional should be sought.
- (B) If Buyer wants financial, legal, or any other advice, Buyer is encouraged to seek the services of an accountant, lawyer, or other appropriate professional.

#### **COMMUNICATIONS WITH BUYER AND/OR SELLER**

Wherever the 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.

Wherever the 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.

## SAMPLE FEE CLAUSES

### for use with the PAR Commercial Listing Contract

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

These clauses provide sample language for specific payment conditions and do not cover the many options for payment that may be incorporated into a commercial listing contract. These clauses are recommended, but not required, for use with the PAR Commercial Listing Contract. If modifying these clauses, or using other clauses entirely, seek the advice of legal counsel.

#### SALE

1. **Outright Sale of Property (Including Personal Property):** \_\_\_\_\_ of/from the gross sales price of real property, PLUS \_\_\_\_\_ of/from the gross sales price of personal property.
2. **Outright Sale of Land or Land with a Build to Suit Sale Contract:** \_\_\_\_\_ of/from the gross sales price of the land, PLUS \_\_\_\_\_ of/from the gross cost of the improvements provided to the Property, upon issuance of the occupancy permit of the completion of the improvements as agreed to before, during, or within one year of the construction phase of the project.
3. **Ground Lease with a Build to Suit, Purchase of Improvements:** \_\_\_\_\_ of/from the gross ground rents over the life of the lease, PLUS \_\_\_\_\_ of/from the gross cost of the improvements provided to the Property, upon issuance of the occupancy permit or the completion of the improvements as agreed before, during, or within one year of the construction phase of the project.
4. **Purchase Options as a Part of a Lease:** \_\_\_\_\_ of/from the gross sales price stated in the option or as later agreed upon by all parties. Broker's Fee paid on the lump sum of the initial lease term shall be prorated as of the date of closing and deducted from Broker's Fee due on the exercise of the purchase option.
5. **Exchanges:** \_\_\_\_\_ of/from the market value of the listed property being exchanged by Owner. Broker is also entitled to a fee of \_\_\_\_\_ of/from the market value of the exchange property used to effect the exchange if Broker played any role in acquiring, locating, or identifying the exchange property or suggested and facilitated the use of the 1031 tax deferred exchange mechanism of the transaction.
6. **Flat Fee:** \_\_\_\_\_
7. **Hourly Fee:** \_\_\_\_\_ per hour.

#### LEASE

1. **Lease Fee Paid at Execution of Lease:** \_\_\_\_\_ of/from all rent to be collected from tenant. This fee will be paid in full upon the execution of a lease by Owner and tenant. The fee for any options, renewals, extensions, expansions, or any other continued tenancy will be paid in full at the beginning of such option, renewal, extension, expansion, or any other continued tenancy.
2. **Lease Fee Paid Over Time:** \_\_\_\_\_ of/from all monies collected from tenant over the term of the lease, including, but not limited to, lease payments, late fees, taxes, insurance, return check charges, and common area fees. The fee shall be paid within ten days of the receipt of each Lease Payment by Owner during the base term and any option, renewals, extensions, expansions, or any other continued tenancy.
3. **Fee Schedule:** Per the commission schedule attached.
4. **Flat Fee:** \_\_\_\_\_
5. **Hourly Fee:** \_\_\_\_\_ per hour.

#### OPTIONS

1. \_\_\_\_\_ of/from any options fees shall be paid to Broker at the time such monies are paid to Owner.
2. \_\_\_\_\_ of/from any options payments retained by Owner and not credited to purchase price or lease payment or of/from any options payments retained by Owner if the sale or lease is not consummated.

**LISTING CONTRACT**  
**EXCLUSIVE RIGHT TO SELL AND/OR LEASE COMMERCIAL PROPERTY**

XLS-C

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

1 **BROKER (Company)** \_\_\_\_\_  
2 **LICENSEE(S)** \_\_\_\_\_  
3 **OWNER** \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_  
7 \_\_\_\_\_

**1. PROPERTY**

A. Address \_\_\_\_\_  
Municipality \_\_\_\_\_ County \_\_\_\_\_, PA  
Tax Identification Number \_\_\_\_\_  
Deed Book \_\_\_\_\_ Page \_\_\_\_\_  
Zoning Classification & Present Use \_\_\_\_\_

A legal description or a description of the Property is attached to this Contract.

B. **Inclusions:** Included with the Property are items listed here or  listed in a property description sheet attached:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. **Exclusions:** Excluded from the Property are items and leased equipment listed here or  listed in a property description sheet attached:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. STARTING & ENDING DATES OF THIS CONTRACT (Also called "Term")**

A. "Term" will mean the duration of this Contract, including mutually agreed upon renewals or extensions. The term of this Contract has been determined as a result of negotiations between Broker and Owner and has not been established or recommended by any Association of REALTORS®, or by any other organization or individual.

B. **Starting Date:** This Contract starts when signed and dated by Broker and Owner, unless otherwise stated here: \_\_\_\_\_

C. **Ending Date:** This Contract ends on \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. If Owner enters into an agreement (sale or lease) that would entitle Broker to a fee, and the sale or lease does not take place, the term of this Contract will be extended by the number of days from the execution of the sale or lease agreement to the date when the sale or lease agreement is terminated and Owner is again able to convey by free and clear title. The term of the Contract will not extend more than a year beyond the original Starting Date of this Contract.

**3. LISTED PRICE AND TERMS**

A. Owner is hiring Broker to negotiate the following type of transaction regarding the disposition of the Property:

A sale, for the following price and terms: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or any other price and terms agreeable to Owner.

Broker/Licensee Initials: \_\_\_\_\_ / \_\_\_\_\_

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Revised 8/11

Owner Initials: \_\_\_\_\_ / \_\_\_\_\_



53  A lease, or other tenancy, for the following price and terms described here, or by  an exhibit/addendum outlining  
54 lease terms that is attached as part of this Contract, or any other price and terms agreeable to Owner: \_\_\_\_\_  
55 \_\_\_\_\_  
56 \_\_\_\_\_  
57 \_\_\_\_\_  
58 \_\_\_\_\_  
59 \_\_\_\_\_

60 B. Marketing Expenses will be paid as follows: \_\_\_\_\_  
61 \_\_\_\_\_  
62 \_\_\_\_\_  
63 \_\_\_\_\_  
64 \_\_\_\_\_

65 **4. BROKER'S DUTY**

- 66 A. Broker is engaged as Owner's sole and exclusive Agent to represent Owner (as described in the Consumer Notice), to mar-  
67 ket the Property, and to procure buyers and/or tenants for the Property. Broker will use reasonable diligence and care to  
68 procure buyers and/or tenants for the Property.  
69 B. Broker will not, unless otherwise agreed to in a separate, written agreement, provide management, repair, collection, legal,  
70 tax, or other services.

71 **5. OWNER'S DUTY**

- 72 A. Owner will cooperate with Broker to facilitate the sale and/or lease of the Property.  
73 B. All showings, negotiations and discussions about the sale, lease, or other tenancy of the Property will be done by Broker  
74 on Owner's behalf. All written or oral inquiries that Owner receives or learns of regarding the Property, regardless of the  
75 source, will be referred to Broker.  
76 C. Within \_\_\_\_\_ days of the Starting Date of this Contract, Owner will provide to Broker:  
77 1. Copies of all leases, subleases, rental agreements, option rights, rights of first refusal, rights of first offer, or other doc-  
78 uments containing any other limitations on Owner's ability to finalize a sale or lease of the Property.  
79 2. If available to Owner, copies of building plans, inspection reports, and environmental surveys. If the transaction is a  
80 sale, Owner will also deliver to Broker, within \_\_\_\_\_ days of the Starting Date of this Contract, available title reports,  
81 boundary surveys, and existing notes and mortgages that may continue to affect the Property after settlement.  
82 D. Owner will not permit any real estate signs, other than those belonging to Broker, to be placed on the Property during the  
83 term of this Contract.

84 **6. BROKER'S FEE**

- 85 A. The Broker's Fee has been determined as a result of negotiations between Broker and Owner and has not been established  
86 or recommended by any Association of REALTORS®, or by any other organization or individual.  
87 B. Broker's Fee in the case of a sale will be paid as follows:  
88 \_\_\_\_\_  
89 \_\_\_\_\_  
90 \_\_\_\_\_  
91 \_\_\_\_\_  
92 \_\_\_\_\_

93 C. Broker's Fee in the case of a lease will be paid as follows:  
94 \_\_\_\_\_  
95 \_\_\_\_\_  
96 \_\_\_\_\_  
97 \_\_\_\_\_  
98 \_\_\_\_\_  
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112 \_\_\_\_\_  
113 \_\_\_\_\_  
114 \_\_\_\_\_



- 177 C. If a lease for which a Broker's Fee is payable contains a percentage rent clause, Owner will pay Broker's Fee on the per-  
178 centage rent payable by the buyer/tenant at the rate applicable to the period of the lease term for which the percentage rent  
179 is payable. The Broker's Fee will be paid within 15 days after receipt of each buyer/tenant payment.
- 180 D. In the event Owner sells or otherwise disposes of Owner's interest in the Property, Owner must pay Broker's Fee as set  
181 forth in this Contract or any other agreement of which it is a party. In this case, all payments will immediately become due  
182 and payable in full prior to sale, including those fees otherwise payable over the term of any lease(s) or otherwise payable  
183 in the future.

184 **10. BROKER'S FEE IF SALE OR LEASE DOES NOT OCCUR**

185 In the event of any of the following, Broker's Fee will be calculated on the listed price of the Property. Owner will pay Broker's  
186 Fee when:

- 187 A. **A ready, willing, and able buyer, or in the case of a lease or other tenancy, a ready, willing, and able tenant, is found**  
188 **by Broker or by anyone, including Owner.** A willing buyer is one who will buy the Property at the price and terms stated  
189 in this Contract, or at any other price and terms agreeable to Owner. A willing tenant is one who will lease the Property at  
190 the price and terms stated in this Contract, or at any other price and terms agreeable to Owner.
- 191 B. The Property, or any part of it, is taken by any government for public use (Eminent Domain) which makes the Property  
192 unmarketable in its total state as offered in this Contract.
- 193 C. The Property, or an interest in it, is voluntarily or involuntarily donated or transferred.
- 194 D. Owner is a partnership, joint venture, limited liability company, corporation, trust or other entity, and any interest in Owner  
195 is voluntarily or involuntarily sold, contributed, conveyed, or transferred to another person or entity that, as of the date of  
196 this Contract, does not have any ownership interest in Owner.
- 197 E. Owner withdraws the Property from the market; acts as if the Property is not on the market; breaches, terminates or can-  
198 cels this Contract; causes or allows the Property to be made unmarketable or to be reduced in value; or fails to do the things  
199 required of Owner in the Agreement of Sale or Lease.

200 **11. BROKER'S FEE IN CASE OF BUYER/TENANT DEFAULT**

201 If a buyer/tenant enters into an Agreement of Sale or Lease, then refuses to buy or rent the Property, or if the buyer/tenant is  
202 unable to buy or rent because of failing to do the things required of the buyer/tenant in the Agreement of Sale or Lease, Owner  
203 will pay Broker:

- 204 A. \_\_\_\_\_ of/from monies paid by buyer/tenant on account of the transaction, including, but not limited  
205 to, extension fees, option payments, liquidated damages, judgments, etc., OR
- 206 B. Broker's Fee, whichever is less.

207 **12. DUAL AGENCY**

208 Owner agrees that Broker may also represent the buyer(s)/tenant(s) of the Property. Broker is a DUAL AGENT when repre-  
209 senting both Owner and the buyer/tenant in the sale/lease of a property.

210 **13. DESIGNATED AGENCY**

- 211  **Not Applicable.**
- 212  **Applicable.** Broker may designate licensees to represent the separate interests of Owner and the buyer/tenant. Licensee  
213 is the Designated Agent, who will act exclusively as the Agent for the Owner. If Property is introduced to the buyer/tenant  
214 by a licensee in the Company who is not representing the buyer/tenant, then that licensee is authorized to work on behalf  
215 of the Owner. If Licensee is also the Agent for the buyer/tenant, then Licensee is a DUAL AGENT.

216 **14. BROKER'S SERVICES TO BUYER** Broker may provide services to a buyer for which Broker may accept a fee. Such ser-  
217 vices may include, but are not limited to: deed/document preparation; ordering certifications required for closing; financial ser-  
218 vices; title transfer and preparation services; insurance, construction, repair, or inspection services.

219 **15. OTHER PROPERTIES** Owner agrees that Broker may list other properties for sale or rent, and that Broker may show other  
220 properties to prospective buyers/tenants.

221 **16. ADDITIONAL OFFERS** Unless prohibited by Seller, if Broker is asked by a buyer or cooperating broker about the  
222 existence of other offers on the Property, Broker will reveal the existence of other offers and whether they were obtained by  
223 the Licensee identified in this Contract, by another Licensee working with Broker, or by a cooperating Broker. **ONCE**  
224 **SELLER ENTERS INTO AN AGREEMENT OF SALE, BROKER IS NOT REQUIRED TO PRESENT OTHER OFFERS.**

225 **17. OWNER REPRESENTS**

226 Owner represents and warrants that:

- 227 A. Owner, or each person signing this Contract on behalf of Owner, has the full right, power and authority to execute this  
228 Contract as or on behalf of Owner;
- 229 B. Owner owns the Property and/or has the full right, power, and authority to complete the sale or lease as provided in this  
230 Contract;
- 231 C. Neither Owner nor the Property is the subject of a bankruptcy, insolvency, probate, or conservatorship proceeding;
- 232 D. Owner has no notice or knowledge that any tenant or sub-tenant of the Property, if any, is the subject of a bankruptcy or  
233 insolvency proceeding;
- 234 E. There are no effective, valid, or enforceable option rights, rights of first refusal, rights of first offer, or any other restric-  
235 tions, impediments, or limitations on Owner's right, ability, and capacity to complete a sale or lease of the Property, except  
236 as disclosed in writing as required in paragraph 5(C).

- 237 F. If the transaction is a sale, Owner is legally able to sell the Property with a fee simple title, free and clear, except as follows:
- 238 1. Mortgagee \_\_\_\_\_ Account # \_\_\_\_\_
- 239 Address \_\_\_\_\_ Phone \_\_\_\_\_
- 240 Approx. Balance \_\_\_\_\_
- 241 2. Additional mortgage, equity loans, debts, liens, judgments, or taxes in arrears, municipal notices or assessments
- 242 received, mineral rights agreements, etc. \_\_\_\_\_
- 243 \_\_\_\_\_
- 244 \_\_\_\_\_

245 **18. OWNER AUTHORIZES BROKER**

- 246 Owner authorizes:
- 247  Sale Signs  Sold Signs  Key in Office  Lock Box  General Advertising
- 248  Distribution of information regarding the Property to: a Multiple Listing Service; economic development agencies; other
- 249 brokers; and potential buyers and tenants of the Property. All information given to Broker by Owner can be used by Broker
- 250 as Broker deems appropriate. After the sale or lease has been completed, Broker may publicize the terms of the sale or lease.
- 251  Other \_\_\_\_\_
- 252 \_\_\_\_\_

253 **19. COPYRIGHT**

254 In consideration of Broker's efforts to market Seller's Property as stated in this Contract, Seller grants Broker a non-exclusive,

255 world-wide license (the "License") to use any potentially copyrightable materials (the "Materials") which are related to the

256 Property and provided by Seller to Broker or Broker's representative(s). The Materials may include, but are not limited to:

257 photographs, images, video recordings, virtual tours, drawings, written descriptions, remarks, and pricing information related

258 to Seller's Property. This License permits Broker to submit the Materials to one or more multiple listing services, to include

259 the Materials in compilations of listings, and to otherwise distribute, publicly display, reproduce, publish and produce deriva-

260 tive works from the Materials for any purpose that does not conflict with the express terms of this Contract. The License may

261 not be revoked by Seller and shall survive the ending of this Contract. Seller also grants Broker the right to sublicense to oth-

262 ers any of these rights granted to Broker by Seller. Seller represents and warrants to Broker that the License granted to Broker

263 for the Materials does not violate or infringe upon the rights, including any copyrights, of any person or entity. Seller under-

264 stands that the terms of the License do not grant Seller any legal right to any works that Broker may produce using the

265 Materials.

266 **20. PROPERTY INFORMATION**

- 267 Owner is hereby advised of Owner's duty to disclose known material defects and conditions about the Property. If the Property
- 268 contains not less than one and not more than four residential dwelling units Owner may be required by the Real Estate Seller
- 269 Disclosure Law (68 C.S. §7301 et seq.) to disclose these defects and conditions on a separate disclosure statement.
- 270 A. Within 5 days of the Starting Date of this Contract, Owner  will  will not deliver a completed Property
- 271 Information Sheet to Broker.
- 272 B. Owner represents and warrants that there are no known material defects or environmental hazards affecting the Property
- 273 including, but not limited to, contamination by radon gas, asbestos, polychlorinated biphenyls, underground storage tanks,
- 274 or petroleum products, except as noted on a separate disclosure statement or as follows: \_\_\_\_\_
- 275 \_\_\_\_\_
- 276 \_\_\_\_\_
- 277 C. Owner hereby agrees to indemnify, defend (with counsel reasonably acceptable to Broker), and hold Broker harmless
- 278 against claims, actions, suits, liabilities, costs, and expenses arising out of Owner's failure to disclose known material
- 279 defects and conditions, including judgments, costs of defense, attorneys' fees, and settlement. This clause will survive the
- 280 Contract.

281 **21. PROPERTY MAINTENANCE**

- 282 A. Owner has full responsibility for maintenance, repair, replacement, operation, and security of the Property. Broker will not
- 283 be liable for any loss, damage, or injury to the Property or to Owner, any tenants of the Property, any buyer, prospective
- 284 buyer, tenant, or prospective tenant, or any other person, including those that may occur as a result of Broker's use of a
- 285 lock box. Owner will hold harmless Broker, Licensee, Broker's employees and agents, and will indemnify such persons
- 286 and entities from and against all claims, suits, and liability as may arise from property damage or injuries that occur on or
- 287 about the Property, including judgments, costs of defense, attorneys' fees, and settlement.
- 288 B. Owner hereby releases and relieves Broker, and waives Owner's entire right of recovery against Broker, for direct or con-
- 289 sequential loss or damage arising out of or incident to the perils covered by insurance carried by Owner, whether or not
- 290 due to the negligence of Broker.

292 **22. DEPOSIT MONEY**

- 293 A. Broker, or any person Owner and the buyer name in the Agreement of Sale, will keep all deposit monies paid by or for the
- 294 buyer in an escrow account. This escrow account will be held as required by real estate licensing laws and regulations until
- 295 the sale or exchange of the Property is final. Owner agrees that the person keeping the deposit monies may wait to deposit
- 296 any uncashed check that is received as deposit money until Owner has accepted an offer.
- 297 B. If Owner joins Broker or Licensee in a lawsuit for the return of deposit monies, Owner will pay Broker's and Licensee's
- 298 attorneys' fees and costs.

299 **23. RECOVERY FUND** Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final  
300 court ruling (civil judgment) against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real  
301 estate transaction. The Fund repays persons who have not been able to collect the judgment after trying all lawful ways to do  
302 so. For complete details about the Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania), and (717) 783-4854  
303 (outside Pennsylvania).

304 **24. TRANSFER OF THIS CONTRACT**

- 305 A. Broker will notify Owner immediately in writing if Broker transfers this Contract to another broker when:  
306 1. Broker stops doing business, OR  
307 2. Broker forms a new real estate business, OR  
308 3. Broker joins his business with another.  
309 Owner agrees that Broker may transfer this Contract to another broker. Broker will notify Owner immediately in writing  
310 when a transfer occurs or Broker will lose the right to transfer this Contract. Owner will follow all requirements of this  
311 Contract with the new broker.  
312 B. Should Owner give or transfer the Property, or an ownership interest in it, to anyone, or should ownership change during  
313 the term of this Contract, all owners will follow the requirements of this Contract.

314 **25. NOTICE TO PERSONS OFFERING TO SELL OR RENT REAL PROPERTY IN PENNSYLVANIA** Federal and state  
315 laws make it illegal for Owner, Broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, DIS-  
316 ABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORI-  
317 GIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR  
318 ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent prop-  
319 erties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of property.

320 **26. NO OTHER CONTRACTS** Owner will not enter into another listing contract for the Property with another broker that  
321 begins before the Ending Date of this Contract or any extensions thereof.

322 **27. ALTERNATIVE TRANSACTION** If the sale or lease of the Property changes to any other transaction, including but not  
323 limited to sale, lease, exchange, option to buy, right of first refusal, ground lease, sublease or assignment of lease, or expan-  
324 sion or relocation of Tenant in any other property of Owner, then Broker will be Owner's sole and exclusive Agent for the  
325 transaction and will represent Owner under the terms and conditions of this Contract.

326 **28. CONFLICT OF INTEREST** A *conflict of interest* is when Broker has a financial or personal interest where Broker cannot  
327 put Owner's interests before any other. If the Broker, or any of Broker's salespeople, has a *conflict of interest*, Broker will  
328 notify Owner in a timely manner.

329 **29. ENTIRE CONTRACT** This Contract is the entire agreement between Broker and Owner. Any verbal or written agreements  
330 that were made prior to the signing of this Contract are not a part of this Contract and are not binding.

331 **30. CHANGES TO THIS CONTRACT** All changes to this Contract must be in writing and signed by Broker and Owner.

332 **31. BANKRUPTCY** Owner will notify Broker immediately in the event the Property comes under the jurisdiction of a bankruptcy  
333 court. If Owner is the subject of bankruptcy, Owner will take all steps necessary to obtain court approval of Broker's appoint-  
334 ment to sell or lease the Property, unless Broker elects to terminate this Contract upon notice of the bankruptcy.

335 **32. NOTICE BEFORE SIGNING** When signed by both parties, this is a legal contract. Owner acknowledges that Broker has  
336 advised Owner to consult and retain experts to advise and represent Owner concerning the legal and tax effects of this Contract  
337 and the completion of the sale, lease, or alternative transaction, as well as the condition and/or legality of the Property, includ-  
338 ing, but not limited to, the Property's improvements, equipment, soil, tenancies, title and environmental aspects. Broker will  
339 have no obligation to investigate any such matters unless expressly agreed to in writing by Broker and Owner. Owner further  
340 acknowledges that in determining the financial soundness of any prospective buyer, tenant, or security offered, Owner will rely  
341 solely on Owner's own investigation, regardless of Broker's assistance in gathering information.

342 **Owner has read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336. Owner gives**  
343 **permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es) listed below.**  
344 **Owner has read the entire Contract before signing. All Owners must sign this Contract. Return by facsimile (FAX) consti-**  
345 **tutes acceptance of this Contract.**

346 **NOTICE BEFORE SIGNING: IF OWNER HAS LEGAL QUESTIONS, OWNER IS ADVISED TO CONSULT AN ATTORNEY.**

347 **OWNER'S MAILING ADDRESS:** \_\_\_\_\_

348 \_\_\_\_\_

349 **PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_ **E-MAIL:** \_\_\_\_\_

350 **OWNER** \_\_\_\_\_

351 \_\_\_\_\_ **DATE** \_\_\_\_\_

352 **OWNER** \_\_\_\_\_

353 \_\_\_\_\_ **DATE** \_\_\_\_\_

354 **OWNER** \_\_\_\_\_

355 \_\_\_\_\_ **DATE** \_\_\_\_\_

356 **BROKER (Company Name)** \_\_\_\_\_

357 **ACCEPTED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_