

SELLER'S ESTIMATED COSTS

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

SEC

1 **PROPERTY** 21 Jennifer Lane, Dillsburg, PA 17019
2 **SELLER** Timothy Billman and Karla Billman
3 **BUYER**
4 **SETTLEMENT DATE** **PURCHASE PRICE** \$ 585000

| | | |
|----|--|----------|
| 5 | 1. Broker's Fee | \$ 29250 |
| 6 | 2. Preparation of Deed | \$ 200 |
| 7 | 3. Transfer Tax | \$ 5850 |
| 8 | 4. Seller's Assist/Credit to Buyer | \$ |
| 9 | 5. Home Warranty | \$ |
| 10 | 6. Municipal Certification(s) | \$ |
| 11 | 7. Certificate of Resale (Condominium/Homeowner's Association) | \$ |
| 12 | 8. Settlement Fee | \$ |
| 13 | 9. Notary Fees | \$ 50 |
| 14 | 10. Survey | \$ |
| 15 | 11. On-lot Sewage System Pumping | \$ 250 |
| 16 | 12. Property Repairs | \$ |
| 17 | 13. Tax Certifications | \$ |
| 18 | 14. Overnight/Express Mail Charges | \$ |
| 19 | 15. Domestic Lien Search | \$ |
| 20 | 16. "Patriot Act" Search | \$ |
| 21 | 17. Other | \$ |
| 22 | 18. Other | \$ |
| 23 | ESTIMATED COSTS (subtotal) | \$ |

24 **Adjustments (+/-)** (e.g., real estate taxes, association fees, utilities) \$
25 **TOTAL ESTIMATED COSTS/ADJUSTMENTS** \$ 35600
26 **Purchase Price** \$
27 **Total Estimated Costs/Adjustments (from above)** \$
28 **ESTIMATED PROCEEDS (before loan payoffs)** \$

29 **Seller's Estimate of Mortgages, Equity, and Other Loan Balances**
30 (including prepayment penalties), liens, assessments, etc. \$
31 **ESTIMATED NET PROCEEDS TO SELLER** \$ 549400

32 **The estimated proceeds do not take into account any other undisclosed mortgage obligations, liens, assessments, judgments or other obligations levied against the Property or Seller.**

34 **Seller understands that the estimated costs stated above are based on the best information available at signing and may be higher or lower at settlement.**

36 **Seller understands and has received a copy of these estimated closing costs before signing the Agreement of Sale.**

| | | |
|------------------|--|-------------|
| 37 SELLER | | DATE |
| 38 SELLER | | DATE |
| 39 SELLER | | DATE |

40 **BROKER (Company Name)** Execu Home Realty
41 **PROVIDED BY (Licensee)** John Lindemulder dotloop verified 01/22/23 8:59 AM EST W411-S1BR-2Y0U-JQ1A **DATE**



SELLER'S PROPERTY DISCLOSURE STATEMENT

SPD

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

1 **PROPERTY** 21 Jennifer Lane, Dillsburg, PA 17019

2 **SELLER** Timothy Billman and Karla Billman

3 INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

4 The Real Estate Seller Disclosure Law (68 P.S. §7301, et seq.) requires that before an agreement of sale is signed, the seller in a residential
5 real estate transfer must disclose all known **material defects** about the property being sold that are not readily observable. A **material defect**
6 is 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
7 that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end
8 of its normal useful life is not by itself a material defect.

9 This property disclosure statement ("Statement") includes disclosures beyond the basic requirements of the Law and is designed to assist
10 Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered. Sellers who wish to see
11 or use the basic disclosure form can find the form on the website of the Pennsylvania State Real Estate Commission. Neither this Statement
12 nor the basic disclosure form limits Seller's obligation to disclose a material defect.

13 This Statement discloses Seller's knowledge of the condition of the Property as of the date signed by Seller and **is not a substitute for any**
14 **inspections or warranties** that Buyer may wish to obtain. **This Statement is not a warranty of any kind by Seller or a warranty or rep-**
15 **resentation by any listing real estate broker, any selling real estate broker, or their licensees.** Buyer is encouraged to address concerns
16 about the condition of the Property that may not be included in this Statement.

17 **The Law provides exceptions (listed below) where a property disclosure statement does not have to be completed. All other sellers**
18 **are obligated to complete a property disclosure statement, even if they do not occupy or have never occupied the Property.**

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

34 COMMON LAW DUTY TO DISCLOSE

35 Although the provisions of the Real Estate Seller Disclosure Law exclude some transfers from the requirement of completing a disclo-
36 sure statement, the Law does not excuse the seller's common law duty to disclose any known material defect(s) of the Property in order
37 to avoid fraud, misrepresentation or deceit in the transaction. **This duty continues until the date of settlement.**

38 EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

39 According to the provisions of the Real Estate Seller Disclosure Law, the undersigned executor, administrator or trustee is not required
40 to fill out a Seller's Property Disclosure Statement. **The executor, administrator or trustee, must, however, disclose any known**
41 **material defect(s) of the Property.**

42 DATE

43 Seller's Initials Date

SPD Page 1 of 11

Buyer's Initials Date



44 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
45 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

46 **1. SELLER'S EXPERTISE**

47 (A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment or
48 other areas related to the construction and conditions of the Property and its improvements?

49 (B) Is Seller the landlord for the Property?

50 (C) Is Seller a real estate licensee?

51 **Explain any "yes" answers in Section 1:** _____

52

53 **2. OWNERSHIP/OCCUPANCY**

54 (A) **Occupancy**

55 1. When was the Property most recently occupied? _____

56 2. By how many people? _____

57 3. Was Seller the most recent occupant?

58 4. If "no," when did Seller most recently occupy the Property? _____

59 (B) **Role of Individual Completing This Disclosure.** Is the individual completing this form:

60 1. The owner

61 2. The executor or administrator

62 3. The trustee

63 4. An individual holding power of attorney

64 (C) When was the Property acquired? _____

65 (D) List any animals that have lived in the residence(s) or other structures during your ownership: _____

66

67 **Explain Section 2 (if needed):** _____

68

69 **3. CONDOMINIUMS/PLANNED COMMUNITIES/HOMEOWNERS ASSOCIATIONS**

70 (A) Disclosures for condominiums and cooperatives are limited to Seller's particular unit(s). Disclosures
71 regarding common areas or facilities are not required by the Real Estate Seller Disclosure Law.

72 (B) **Type.** Is the Property part of a(n):

73 1. Condominium

74 2. Homeowners association or planned community

75 3. Cooperative

76 4. Other type of association or community

77 (C) If "yes," how much are the fees? \$ _____, paid (☐ Monthly) (☐ Quarterly) (☐ Yearly)

78 (D) If "yes," are there any community services or systems that the association or community is responsi-
79 ble for supporting or maintaining? Explain: _____

80 (E) If "yes," provide the following information: _____

81 1. Community Name _____

82 2. Contact _____

83 3. Mailing Address _____

84 4. Telephone Number _____

85 (F) How much is the capital contribution/initiation fee(s)? \$ _____

86 **Notice to Buyer:** A buyer of a resale unit in a condominium, cooperative, or planned community must receive a copy of the declaration
87 (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association, condominium,
88 cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition
89 to regular maintenance fees. The buyer will have the option of canceling the agreement with the return of all deposit monies until the cer-
90 tificate has been provided to the **buyer** and for five days thereafter or until conveyance, whichever occurs first.

91 **4. ROOFS AND ATTIC**

92 (A) **Installation**

93 1. When was or were the roof or roofs installed? _____

94 2. Do you have documentation (invoice, work order, warranty, etc.)? _____

95 (B) **Repair**

96 1. Was the roof or roofs or any portion of it or them replaced or repaired during your ownership?

97 2. If it or they were replaced or repaired, were any existing roofing materials removed?

98 (C) **Issues**

99 1. Has the roof or roofs ever leaked during your ownership?

100 2. Have there been any other leaks or moisture problems in the attic?

101 3. Are you aware of any past or present problems with the roof(s), attic, gutters, flashing or down-
102 spouts?

103 **Seller's Initials** **Date** _____

SPD Page 2 of 11

Buyer's Initials **Date** _____

| | Yes | No | Unk | N/A |
|---|--------------------------|--------------------------|-----|-----|
| A | <input type="checkbox"/> | <input type="checkbox"/> | | |
| B | <input type="checkbox"/> | <input type="checkbox"/> | | |
| C | <input type="checkbox"/> | <input type="checkbox"/> | | |

| | Yes | No | Unk | N/A |
|----|--------------------------|--------------------------|--------------------------|-----|
| A1 | | | <input type="checkbox"/> | |
| A2 | | | <input type="checkbox"/> | |
| A3 | <input type="checkbox"/> | | | |
| A4 | | | <input type="checkbox"/> | |
| B1 | <input type="checkbox"/> | <input type="checkbox"/> | | |
| B2 | <input type="checkbox"/> | <input type="checkbox"/> | | |
| B3 | <input type="checkbox"/> | <input type="checkbox"/> | | |
| B4 | <input type="checkbox"/> | <input type="checkbox"/> | | |
| C | | | <input type="checkbox"/> | |

| | Yes | No | Unk | N/A |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| B1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| B2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| B3 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| B4 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| C | | | <input type="checkbox"/> | <input type="checkbox"/> |
| D | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E1 | | | <input type="checkbox"/> | <input type="checkbox"/> |
| E2 | | | <input type="checkbox"/> | <input type="checkbox"/> |
| E3 | | | <input type="checkbox"/> | <input type="checkbox"/> |
| E4 | | | <input type="checkbox"/> | <input type="checkbox"/> |
| F | | | <input type="checkbox"/> | <input type="checkbox"/> |

| | Yes | No | Unk | N/A |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| A1 | | | <input type="checkbox"/> | |
| A2 | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| B1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| B2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| C2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C3 | <input type="checkbox"/> | <input type="checkbox"/> | | |

104 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
105 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

106 **Explain any "yes" answers in Section 4. Include the location and extent of any problem(s) and any repair or remediation efforts,**
107 **the name of the person or company who did the repairs and the date they were done:** _____
108 _____

109 **5. BASEMENTS AND CRAWL SPACES**

110 **(A) Sump Pump**

- 111 1. Does the Property have a sump pit? If "yes," how many? _____
112 2. Does the Property have a sump pump? If "yes," how many? _____
113 3. If it has a sump pump, has it ever run?
114 4. If it has a sump pump, is the sump pump in working order?

115 **(B) Water Infiltration**

- 116 1. Are you aware of any past or present water leakage, accumulation, or dampness within the base-
117 ment or crawl space?
118 2. Do you know of any repairs or other attempts to control any water or dampness problem in the
119 basement or crawl space?
120 3. Are the downspouts or gutters connected to a public sewer system?

121 **Explain any "yes" answers in Section 5. Include the location and extent of any problem(s) and any repair or remediation efforts,**
122 **the name of the person or company who did the repairs and the date they were done:** _____
123 _____
124 _____

125 **6. TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS**

126 **(A) Status**

- 127 1. Are you aware of past or present dryrot, termites/wood-destroying insects or other pests on the
128 Property?
129 2. Are you aware of any damage caused by dryrot, termites/wood-destroying insects or other pests?

130 **(B) Treatment**

- 131 1. Is the Property currently under contract by a licensed pest control company?
132 2. Are you aware of any termite/pest control reports or treatments for the Property?

133 **Explain any "yes" answers in Section 6. Include the name of any service/treatment provider, if applicable:** _____
134 _____
135 _____

136 **7. STRUCTURAL ITEMS**

137 **(A)** Are you aware of any past or present movement, shifting, deterioration, or other problems with walls,
138 foundations or other structural components?

139 **(B)** Are you aware of any past or present problems with driveways, walkways, patios or retaining walls on
140 the Property?

141 **(C)** Are you aware of any past or present water infiltration in the house or other structures, other than the
142 roof(s), basement or crawl space(s)?

143 **(D) Stucco and Exterior Synthetic Finishing Systems**

- 144 1. Is any part of the Property constructed with stucco or an Exterior Insulating Finishing System
145 (EIFS) such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
146 2. If "yes," indicate type(s) and location(s) _____
147 3. If "yes," provide date(s) installed _____

148 **(E)** Are you aware of any fire, storm/weather-related, water, hail or ice damage to the Property?

149 **(F)** Are you aware of any defects (including stains) in flooring or floor coverings?

150 **Explain any "yes" answers in Section 7. Include the location and extent of any problem(s) and any repair or remediation efforts,**
151 **the name of the person or company who did the repairs and the date the work was done:** _____
152 _____

153 **8. ADDITIONS/ALTERATIONS**

154 **(A)** Have any additions, structural changes or other alterations (including remodeling) been made to the
155 Property during your ownership? Itemize and date all additions/alterations below.

| Addition, structural change or alteration (continued on following page) | Approximate date of work | Were permits obtained? (Yes/No/Unk/NA) | Final inspections/ approvals obtained? (Yes/No/Unk/NA) |
|--|-----------------------------|--|--|
| | | | |
| | | | |
| | | | |

161 **Seller's Initials** _____ **Date** _____

Buyer's Initials _____ **Date** _____

162 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
163 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

| | | | | |
|-----|---|-----------------------------|--|--|
| 164 | | | | |
| 165 | | | | |
| 166 | Addition, structural change or alteration | Approximate date of work | Were permits obtained? (Yes/No/Unk/NA) | Final inspections/ approvals obtained? (Yes/No/Unk/NA) |
| 167 | | | | |
| 168 | | | | |
| 169 | | | | |
| 170 | | | | |
| 171 | | | | |
| 172 | | | | |

173 ☐ **A sheet describing other additions and alterations is attached.**

174 (B) Are you aware of any private or public architectural review control of the Property other than zoning
175 codes? If "yes," explain: _____

| | | | |
|--------------------------|--------------------------|-----|-----|
| Yes | No | Unk | N/A |
| <input type="checkbox"/> | <input type="checkbox"/> | | |

176 **Note to Buyer:** The PA Construction Code Act, 35 P.S. §7210 et seq. (effective 2004), and local codes establish standards for building and
177 altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work
178 and if so, whether they were obtained. Where required permits were not obtained, the municipality might require the current owner to up-
179 grade or remove changes made by the prior owners. Buyers can have the Property inspected by an expert in codes compliance to determine
180 if issues exist. Expanded title insurance policies may be available for Buyers to cover the risk of work done to the Property by previous
181 owners without a permit or approval.

182 **Note to Buyer:** According to the PA Stormwater Management Act, each municipality must enact a Storm Water Management Plan for
183 drainage control and flood reduction. The municipality where the Property is located may impose restrictions on impervious or semi-per-
184 vious surfaces added to the Property. Buyers should contact the local office charged with overseeing the Stormwater Management Plan
185 to determine if the prior addition of impervious or semi-pervious areas, such as walkways, decks, and swimming pools, might affect your
186 ability to make future changes.

187 **9. WATER SUPPLY**

188 (A) **Source.** Is the source of your drinking water (check all that apply):

- 189 1. Public
190 2. A well on the Property
191 3. Community water
192 4. A holding tank
193 5. A cistern
194 6. A spring
195 7. Other _____
196 8. If no water service, explain: _____

197 (B) **General**

- 198 1. When was the water supply last tested? _____
199 Test results: _____
200 2. Is the water system shared?
201 3. If "yes," is there a written agreement?
202 4. **Do you have a softener, filter or other conditioning system?**
203 5. **Is the softener, filter or other treatment system leased? From whom?** _____
204 6. **If your drinking water source is not public, is the pumping system in working order? If "no,"**
205 **explain:** _____

206 (C) **Bypass Valve** (for properties with multiple sources of water)

- 207 1. Does your water source have a bypass valve?
208 2. If "yes," is the bypass valve working?

209 (D) **Well**

- 210 1. Has your well ever run dry?
211 2. Depth of well _____
212 3. Gallons per minute: _____, measured on (date) _____
213 4. Is there a well that is used for something other than the primary source of drinking water?
214 If "yes," explain _____
215 5. If there is an unused well, is it capped?

| | | | | |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| | Yes | No | Unk | N/A |
| A1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| A2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| A3 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| A4 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| A5 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| A6 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| A7 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| B1 | | | <input type="checkbox"/> | <input type="checkbox"/> |
| B2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B3 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B4 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B5 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B6 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D2 | | | <input type="checkbox"/> | <input type="checkbox"/> |
| D3 | | | <input type="checkbox"/> | <input type="checkbox"/> |
| D4 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| D5 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

216 Seller's Initials Date _____

SPD Page 4 of 11

Buyer's Initials Date _____

217 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
218 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

219 (E) **Issues**

- 220 1. Are you aware of any leaks or other problems, past or present, relating to the water supply,
221 pumping system and related items?
222 2. Have you ever had a problem with your water supply?

| | Yes | No | Unk | N/A |
|----|--------------------------|--------------------------|-------------------------------------|--------------------------|
| E1 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

223 **Explain any problem(s) with your water supply. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done:** _____
224
225

226 **10. SEWAGE SYSTEM**

227 (A) **General**

- 228 1. Is the Property served by a sewage system (public, private or community)?
229 2. If "no," is it due to unavailability or permit limitations?
230 3. When was the sewage system installed (or date of connection, if public)? _____
231 4. Name of current service provider, if any: _____

232 (B) **Type** Is your Property served by:

- 233 1. Public
234 2. Community (non-public)
235 3. An individual on-lot sewage disposal system
236 4. Other, explain: _____

237 (C) **Individual On-lot Sewage Disposal System.** (check all that apply):

- 238 1. Is your sewage system within 100 feet of a well?
239 2. Is your sewage system subject to a ten-acre permit exemption?
240 3. Does your sewage system include a holding tank?
241 4. Does your sewage system include a septic tank?
242 5. Does your sewage system include a drainfield?
243 6. Does your sewage system include a sandmound?
244 7. Does your sewage system include a cesspool?
245 8. Is your sewage system shared?
246 9. Is your sewage system any other type? Explain: _____
247 10. Is your sewage system supported by a backup or alternate system?

248 (D) **Tanks and Service**

- 249 1. Are there any metal/steel septic tanks on the Property?
250 2. Are there any cement/concrete septic tanks on the Property?
251 3. Are there any fiberglass septic tanks on the Property?
252 4. Are there any other types of septic tanks on the Property? Explain _____
253 5. Where are the septic tanks located? _____
254 6. When were the tanks last pumped and by whom? _____
255

256 (E) **Abandoned Individual On-lot Sewage Disposal Systems and Septic**

- 257 1. Are you aware of any abandoned septic systems or cesspools on the Property?
258 2. If "yes," have these systems, tanks or cesspools been closed in accordance with the municipality's
259 ordinance?

260 (F) **Sewage Pumps**

- 261 1. Are there any sewage pumps located on the Property?
262 2. If "yes," where are they located? _____
263 3. What type(s) of pump(s)? _____
264 4. Are pump(s) in working order?
265 5. Who is responsible for maintenance of sewage pumps? _____
266

267 (G) **Issues**

- 268 1. How often is the on-lot sewage disposal system serviced? _____
269 2. When was the on-lot sewage disposal system last serviced and by whom? _____
270
271 3. Is any waste water piping not connected to the septic/sewer system?
272 4. Are you aware of any past or present leaks, backups, or other problems relating to the sewage
273 system and related items?

| | Yes | No | Unk | N/A |
|-----|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| A1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| A2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A3 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A4 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B3 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B4 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| C1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C3 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C4 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C5 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C6 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C7 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C8 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C9 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C10 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D3 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D4 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D5 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D6 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E1 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| E2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| F1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| F2 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| F3 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| F4 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| F5 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| G1 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| G2 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| G3 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| G4 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

275 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
276 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

277 **Explain any "yes" answers in Section 10. Include the location and extent of any problem(s) and any repair or remediation ef-**
278 **forts, the name of the person or company who did the repairs and the date the work was done:** _____
279

280 **11. PLUMBING SYSTEM**

281 (A) **Material(s).** Are the plumbing materials (check all that apply):

- 282 1. Copper
283 2. Galvanized
284 3. Lead
285 4. PVC
286 5. Polybutylene pipe (PB)
287 6. Cross-linked polyethylene (PEX)
288 7. Other _____

289 (B) Are you aware of any past or present problems with any of your plumbing fixtures (e.g., including but
290 not limited to: kitchen, laundry, or bathroom fixtures; wet bars; exterior faucets; etc.)?
291 If "yes," explain: _____
292

| | Yes | No | Unk | N/A |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| A1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A3 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A4 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A5 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A6 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A7 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

293 **12. DOMESTIC WATER HEATING**

294 (A) **Type(s).** Is your water heating (check all that apply):

- 295 1. Electric
296 2. Natural gas
297 3. Fuel oil
298 4. Propane
299 If "yes," is the tank owned by Seller?
300 5. Solar
301 If "yes," is the system owned by Seller?
302 6. Geothermal
303 7. Other _____

304 (B) **System(s)**

- 305 1. How many water heaters are there? _____
306 Tanks _____ Tankless _____
307 2. When were they installed? _____
308 3. Is your water heater a summer/winter hook-up (integral system, hot water from the boiler, etc.)?

309 (C) Are you aware of any problems with any water heater or related equipment?
310 If "yes," explain: _____
311

| | Yes | No | Unk | N/A |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| A1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A3 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A4 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A5 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A6 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A7 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B3 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

312 **13. HEATING SYSTEM**

313 (A) **Fuel Type(s).** Is your heating source (check all that apply):

- 314 1. Electric
315 2. Natural gas
316 3. Fuel oil
317 4. Propane
318 If "yes," is the tank owned by Seller?
319 5. Geothermal
320 6. Coal
321 7. Wood
322 8. Solar shingles or panels
323 If "yes," is the system owned by Seller?
324 9. Other: _____

325 (B) **System Type(s)** (check all that apply):

- 326 1. Forced hot air
327 2. Hot water
328 3. Heat pump
329 4. Electric baseboard
330 5. Steam
331 6. Radiant flooring
332 7. Radiant ceiling

| | Yes | No | Unk | N/A |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| A1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A3 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A4 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A5 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A6 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A7 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A8 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A9 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B3 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B4 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B5 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B6 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B7 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

333 Seller's Initials Date _____

Buyer's Initials Date _____

334 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
 335 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

| | | Yes | No | Unk | N/A |
|-----|--|--------------------------|--------------------------|--------------------------|--------------------------|
| 336 | 8. Pellet stove(s) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 337 | How many and location? _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 338 | 9. Wood stove(s) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 339 | How many and location? _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 340 | 10. Coal stove(s) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 341 | How many and location? _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 342 | 11. Wall-mounted split system(s) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 343 | How many and location? _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 344 | 12. Other: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 345 | 13. If multiple systems, provide locations _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 346 | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 347 | (C) Status | | | | |
| 348 | 1. Are there any areas of the house that are not heated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 349 | If "yes," explain: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 350 | 2. How many heating zones are in the Property? _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 351 | 3. When was each heating system(s) or zone installed? _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 352 | 4. When was the heating system(s) last serviced? _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 353 | 5. Is there an additional and/or backup heating system? If "yes," explain: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 354 | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 355 | 6. Is any part of the heating system subject to a lease, financing or other agreement? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 356 | If "yes," explain: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 357 | (D) Fireplaces and Chimneys | | | | |
| 358 | 1. Are there any fireplaces? How many? _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 359 | 2. Are all fireplaces working? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 360 | 3. Fireplace types (wood, gas, electric, etc.): _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 361 | 4. Was the fireplace(s) installed by a professional contractor or manufacturer's representative? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 362 | 5. Are there any chimneys (from a fireplace, water heater or any other heating system)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 363 | 6. How many chimneys? _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 364 | 7. When were they last cleaned? _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 365 | 8. Are the chimneys working? If "no," explain: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 366 | (E) Fuel Tanks | | | | |
| 367 | 1. Are you aware of any heating fuel tank(s) on the Property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 368 | 2. Location(s), including underground tank(s): _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 369 | 3. If you do not own the tank(s), explain: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 370 | (F) Are you aware of any problems or repairs needed regarding any item in Section 13? If "yes," | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 371 | explain: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 372 | 14. AIR CONDITIONING SYSTEM | | | | |
| 373 | (A) Type(s). Is the air conditioning (check all that apply): | | | | |
| 374 | 1. Central air | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 375 | a. How many air conditioning zones are in the Property? _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 376 | b. When was each system or zone installed? _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 377 | c. When was each system last serviced? _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 378 | 2. Wall units | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 379 | How many and the location? _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 380 | 3. Window units | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 381 | How many? _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 382 | 4. Wall-mounted split units | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 383 | How many and the location? _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 384 | 5. Other _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 385 | 6. None _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 386 | (B) Are there any areas of the house that are not air conditioned? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 387 | If "yes," explain: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 388 | (C) Are you aware of any problems with any item in Section 14? If "yes," explain: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 389 | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

391 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
 392 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

393 **15. ELECTRICAL SYSTEM**

394 **(A) Type(s)**

- 395 1. Does the electrical system have fuses?
 396 2. Does the electrical system have circuit breakers?
 397 3. Is the electrical system solar powered?
 398 a. If "yes," is it entirely or partially solar powered? _____
 399 b. If "yes," is any part of the system subject to a lease, financing or other agreement? If "yes,"
 400 explain: _____

401 **(B)** What is the system amperage? _____

402 **(C)** Are you aware of any knob and tube wiring in the Property?

403 **(D)** Are you aware of any problems or repairs needed in the electrical system? If "yes," explain: _____
 404 _____

| | Yes | No | Unk | N/A |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| A1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A3 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3a | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3b | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

405 **16. OTHER EQUIPMENT AND APPLIANCES**

406 **(A) THIS SECTION IS INTENDED TO IDENTIFY PROBLEMS OR REPAIRS** and must be completed for each item that
 407 will, or may, be included with the Property. The terms of the Agreement of Sale negotiated between Buyer and Seller will deter-
 408 mine which items, if any, are included in the purchase of the Property. **THE FACT THAT AN ITEM IS LISTED DOES NOT**
 409 **MEAN IT IS INCLUDED IN THE AGREEMENT OF SALE.**

410 **(B)** Are you aware of any problems or repairs needed to any of the following:

| Item | Yes | No | N/A | Item | Yes | No | N/A |
|-----------------------------|--------------------------|--------------------------|--------------------------|---------------------------|--------------------------|--------------------------|--------------------------|
| A/C window units | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Pool/spa heater | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Attic fan(s) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Range/oven | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Awnings | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Refrigerator(s) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Carbon monoxide detectors | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Satellite dish | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Ceiling fans | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Security alarm system | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Deck(s) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Smoke detectors | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Dishwasher | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Sprinkler automatic timer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Dryer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Stand-alone freezer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Electric animal fence | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Storage shed | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Electric garage door opener | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Trash compactor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Garage transmitters | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Washer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Garbage disposal | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Whirlpool/tub | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| In-ground lawn sprinklers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Other: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Intercom | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Interior fire sprinklers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Keyless entry | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Microwave oven | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Pool/spa accessories | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Pool/spa cover | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

431 **(C) Explain any "yes" answers in Section 16:** _____
 432 _____

433 **17. POOLS, SPAS AND HOT TUBS**

434 **(A)** Is there a swimming pool on the Property? If "yes,"

- 435 1. Above-ground or in-ground? _____
 436 2. Saltwater or chlorine? _____
 437 3. If heated, what is the heat source? _____
 438 4. Vinyl-lined, fiberglass or concrete-lined? _____
 439 5. What is the depth of the swimming pool? _____
 440 6. Are you aware of any problems with the swimming pool?
 441 7. Are you aware of any problems with any of the swimming pool equipment (cover, filter, ladder,
 442 lighting, pump, etc.)?

443 **(B)** Is there a spa or hot tub on the Property?

- 444 1. Are you aware of any problems with the spa or hot tub?
 445 2. Are you aware of any problems with any of the spa or hot tub equipment (steps, lighting, jets,
 446 cover, etc.)?

447 **(C) Explain any problems in Section 17:** _____
 448 _____

| | Yes | No | Unk | N/A |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| A | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A3 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A4 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A5 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A6 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A7 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

449 Seller's Initials Date _____

SPD Page 8 of 11

Buyer's Initials Date _____

450 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
451 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

452 **18. WINDOWS**

453 (A) Have any windows or skylights been replaced during your ownership of the Property?

454 (B) Are you aware of any problems with the windows or skylights?

455 **Explain any "yes" answers in Section 18. Include the location and extent of any problem(s) and any repair, replacement or**
456 **remediation efforts, the name of the person or company who did the repairs and the date the work was done:** _____

| | Yes | No | Unk | N/A |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| A | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

458 **19. LAND/SOILS**

459 **(A) Property**

460 1. Are you aware of any fill or expansive soil on the Property?

461 2. Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth
462 stability problems that have occurred on or affect the Property?

463 3. Are you aware of sewage sludge (other than commercially available fertilizer products) being
464 spread on the Property?

465 4. Have you received written notice of sewage sludge being spread on an adjacent property?

466 5. Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations on
467 the Property?

| | Yes | No | Unk | N/A |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| A1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A3 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A4 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A5 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

468 **Note to Buyer:** The Property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence
469 damage may occur and further information on mine subsidence insurance are available through Department of Environmental
470 Protection Mine Subsidence Insurance Fund, (800) 922-1678 or ra-epmsi@pa.gov.

471 **(B) Preferential Assessment and Development Rights**

472 Is the Property, or a portion of it, preferentially assessed for tax purposes, or subject to limited devel-
473 opment rights under the:

474 1. Farmland and Forest Land Assessment Act - 72 P.S. §5490.1, et seq. (Clean and Green Program)

475 2. Open Space Act - 16 P.S. §11941, et seq.

476 3. Agricultural Area Security Law - 3 P.S. §901, et seq. (Development Rights)

477 4. Any other law/program: _____

| | Yes | No | Unk | N/A |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| B1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B3 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B4 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

478 **Note to Buyer:** Pennsylvania has enacted the Right to Farm Act (3 P.S. § 951-957) in an effort to limit the circumstances under
479 which agricultural operations may be subject to nuisance suits or ordinances. Buyers are encouraged to investigate whether any
480 agricultural operations covered by the Act operate in the vicinity of the Property.

481 **(C) Property Rights**

482 Are you aware of the transfer, sale and/or lease of any of the following property rights (by you or a
483 previous owner of the Property):

484 1. Timber

485 2. Coal

486 3. Oil

487 4. Natural gas

488 5. Mineral or other rights (such as farming rights, hunting rights, quarrying rights) Explain:

| | Yes | No | Unk | N/A |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| C1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C3 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C4 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C5 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

489
490 **Note to Buyer:** Before entering into an agreement of sale, Buyer can investigate the status of these rights by, among other means,
491 engaging legal counsel, obtaining a title examination of unlimited years and searching the official records in the county Office of
492 the Recorder of Deeds, and elsewhere. Buyer is also advised to investigate the terms of any existing leases, as Buyer may be subject
493 to terms of those leases.

494 **Explain any "yes" answers in Section 19:** _____

496 **20. FLOODING, DRAINAGE AND BOUNDARIES**

497 **(A) Flooding/Drainage**

498 1. Is any part of this Property located in a wetlands area?

499 2. Is the Property, or any part of it, designated a Special Flood Hazard Area (SFHA)?

500 3. Do you maintain flood insurance on this Property?

501 4. Are you aware of any past or present drainage or flooding problems affecting the Property?

502 5. Are you aware of any drainage or flooding mitigation on the Property?

503 6. Are you aware of the presence on the Property of any man-made feature that temporarily or per-
504 manently conveys or manages storm water, including any basin, pond, ditch, drain, swale, culvert,
505 pipe or other feature?

506 7. If "yes," are you responsible for maintaining or repairing that feature which conveys or manages
507 storm water for the Property?

| | Yes | No | Unk | N/A |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| A1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A3 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A4 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A5 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A6 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A7 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

508 **Seller's Initials** **Date** _____

SPD Page 9 of 11

Buyer's Initials **Date** _____

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Explain any "yes" answers in Section 20(A). Include dates, the location and extent of flooding and the condition of any man-made storm water management features: _____

(B) Boundaries

1. Are you aware of encroachments, boundary line disputes, or easements affecting the Property?
2. Is the Property accessed directly (without crossing any other property) by or from a public road?
3. Can the Property be accessed from a private road or lane?
 - a. If "yes," is there a written right of way, easement or maintenance agreement?
 - b. If "yes," has the right of way, easement or maintenance agreement been recorded?
4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements?

| | Yes | No | Unk | N/A |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| B1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B3 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3a | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3b | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B4 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching the records in the Office of the Recorder of Deeds for the county before entering into an agreement of sale.

Explain any "yes" answers in Section 20(B): _____

21. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

(A) Mold and Indoor Air Quality (other than radon)

1. Are you aware of any tests for mold, fungi, or indoor air quality in the Property?
2. Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the Property?

| | Yes | No | Unk | N/A |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| A1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination. If mold contamination or indoor air quality is a concern, buyers are encouraged to engage the services of a qualified professional to do testing. Information on this issue is available from the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318.

(B) Radon

1. Are you aware of any tests for radon gas that have been performed in any buildings on the Property?
2. If "yes," provide test date and results _____
3. Are you aware of any radon removal system on the Property?

| | Yes | No | Unk | N/A |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| B1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B3 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

(C) Lead Paint

If the Property was constructed, or if construction began, before 1978, you must disclose any knowledge of, and records and reports about, lead-based paint on the Property on a separate disclosure form.

1. Are you aware of any lead-based paint or lead-based paint hazards on the Property?
2. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property?

| | Yes | No | Unk | N/A |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| C1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

(D) Tanks

1. Are you aware of any existing underground tanks?
2. Are you aware of any underground tanks that have been removed or filled?

| | Yes | No | Unk | N/A |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| D1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

(E) Dumping. Has any portion of the Property been used for waste or refuse disposal or storage?

If "yes," location: _____

| | Yes | No | Unk | N/A |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| E | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

(F) Other

1. Are you aware of any past or present hazardous substances on the Property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?
2. Are you aware of any other hazardous substances or environmental concerns that may affect the Property?
3. If "yes," have you received written notice regarding such concerns?
4. Are you aware of testing on the Property for any other hazardous substances or environmental concerns?

| | Yes | No | Unk | N/A |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| F1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| F2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| F3 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| F4 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Explain any "yes" answers in Section 21. Include test results and the location of the hazardous substance(s) or environmental issue(s): _____

22. MISCELLANEOUS

(A) Deeds, Restrictions and Title

1. Are there any deed restrictions or restrictive covenants that apply to the Property?
2. Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the Property?

| | Yes | No | Unk | N/A |
|----|--------------------------|--------------------------|--------------------------|--------------------------|
| A1 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| A2 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Seller's Initials **Date** _____

SPD Page 10 of 11

Buyer's Initials **Date** _____

568 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
569 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

570 3. Are you aware of any reason, including a defect in title or contractual obligation such as an option
571 or right of first refusal, that would prevent you from giving a warranty deed or conveying title to the
572 Property?

| | Yes | No | Unk | N/A |
|----|--------------------------|--------------------------|-----|-----|
| A3 | <input type="checkbox"/> | <input type="checkbox"/> | | |
| B1 | <input type="checkbox"/> | <input type="checkbox"/> | | |
| B2 | <input type="checkbox"/> | <input type="checkbox"/> | | |
| B3 | <input type="checkbox"/> | <input type="checkbox"/> | | |
| C1 | <input type="checkbox"/> | <input type="checkbox"/> | | |
| C2 | <input type="checkbox"/> | <input type="checkbox"/> | | |
| D1 | <input type="checkbox"/> | <input type="checkbox"/> | | |

573 **(B) Financial**

574 1. Are you aware of any public improvement, condominium or homeowner association assessments
575 against the Property that remain unpaid or of any violations of zoning, housing, building, safety or
576 fire ordinances or other use restriction ordinances that remain uncorrected?

577 2. Are you aware of any mortgages, judgments, encumbrances, liens, overdue payments on a support
578 obligation, or other debts against this Property or Seller that cannot be satisfied by the proceeds of
579 this sale?

580 3. Are you aware of any insurance claims filed relating to the Property during your ownership?

581 **(C) Legal**

582 1. Are you aware of any violations of federal, state, or local laws or regulations relating to this Prop-
583 erty?

584 2. Are you aware of any existing or threatened legal action affecting the Property?

585 **(D) Additional Material Defects**

586 1. Are you aware of any material defects to the Property, dwelling, or fixtures which are not dis-
587 closed elsewhere on this form?

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

592 2. **After completing this form, if Seller becomes aware of additional information about the Property, including through
593 inspection reports from a buyer, the Seller must update the Seller's Property Disclosure Statement and/or attach the
594 inspection report(s).** These inspection reports are for informational purposes only.

595 **Explain any "yes" answers in Section 22:** _____
596 _____

597 **23. ATTACHMENTS**

598 **(A) The following are part of this Disclosure if checked:**

599 ☐ Seller's Property Disclosure Statement Addendum (PAR Form SDA)

600 ☐ _____
601 ☐ _____
602 ☐ _____

603 **The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best**
604 **of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the prop-**
605 **erty and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMA-**
606 **TION CONTAINED IN THIS STATEMENT. If any information supplied on this form becomes inaccurate following comple-**
607 **tion of this form, Seller shall notify Buyer in writing.**

| | | | |
|------------|-------|------|-------|
| 608 SELLER | _____ | DATE | _____ |
| 609 SELLER | _____ | DATE | _____ |
| 610 SELLER | _____ | DATE | _____ |
| 611 SELLER | _____ | DATE | _____ |
| 612 SELLER | _____ | DATE | _____ |
| 613 SELLER | _____ | DATE | _____ |

| RECEIPT AND ACKNOWLEDGEMENT BY BUYER | | | |
|--|-------|------|-------|
| 615 The undersigned Buyer acknowledges receipt of this Statement. Buyer acknowledges that this Statement is not a warranty and 616 that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It is Buyer's re- 617 sponsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be inspected, at 618 Buyer's expense and by qualified professionals, to determine the condition of the structure or its components. | | | |
| 619 BUYER | _____ | DATE | _____ |
| 620 BUYER | _____ | DATE | _____ |
| 621 BUYER | _____ | DATE | _____ |



CONSUMER NOTICE

THIS IS NOT A CONTRACT

In an effort to enable consumers of real estate services to make informed decisions about the business relationships they may have with real estate brokers and salespersons (licensees), the Real Estate Licensing and Registration Act (RELRA) requires that consumers be provided with this Notice at the initial interview.

- Licensees may enter into the following agency relationships with consumers:

Seller Agent

As a seller agent the licensee and the licensee's company works exclusively for the seller/landlord and must act in the seller's/landlord's best interest, including making a continuous and good faith effort to find a buyer/tenant except while the property is subject to an existing agreement. All confidential information relayed by the seller/landlord must be kept confidential except that a licensee must reveal known material defects about the property. A subagent has the same duties and obligations as the seller agent.

Buyer Agent

As a buyer agent, the licensee and the licensee's company work exclusively for the buyer/tenant even if paid by the seller/landlord. The buyer agent must act in the buyer/tenant's best interest, including making a continuous and good faith effort to find a property for the buyer/tenant, except while the buyer is subject to an existing contract, and must keep all confidential information, other than known material defects about the property, confidential.

Dual Agent

As a dual agent, the licensee works for *both* the seller/landlord and the buyer/tenant. A dual agent may not take any action that is adverse or detrimental to either party but must disclose known material defects about the property. A licensee must have the written consent of both parties before acting as a dual agent.

Designated Agent

As a designated agent, the broker of the selected real estate company designates certain licensees within the company to act exclusively as the seller/landlord agent and other licensees within the company to act exclusively as the buyer/tenant agent in the transaction. Because the broker supervises all of the licensees, the broker automatically serves as a dual agent. Each of the designated licensees are required to act in the applicable capacity explained previously. Additionally, the broker has the duty to take reasonable steps to assure that confidential information is not disclosed within the company.

- In addition, a licensee may serve as a Transaction Licensee.

A transaction licensee provides real estate services without having any agency relationship with a consumer. Although a transaction licensee has no duty of loyalty or confidentiality, a transaction licensee is prohibited from disclosing that:

- The seller will accept a price less than the asking/listing price,
- The buyer will pay a price greater than the price submitted in the written offer, and
- The seller or buyer will agree to financing terms other than those offered.

Like licensees in agency relationships, transaction licensees must disclose known material defects about the property.

- Regardless of the business relationship selected, all licensees owe consumers the duty to:
- Exercise reasonable professional skill and care which meets the practice standards required by the RELRA.
- Deal honestly and in good faith.
- Present, as soon as practicable, all written offers, counteroffers, notices and communications to and from the parties. This duty may be waived *by* the seller *where* the seller's property is under contract and the waiver is in writing.

- Comply with the Real Estate Seller Disclosure Law.
 - Account for escrow and deposit funds.
 - Disclose, as soon as practicable, all conflicts of interest and financial interests.
 - Provide assistance with document preparation and advise the consumer regarding compliance with laws pertaining to real estate transactions.
 - Advise the consumer to seek expert advice on matters about the transaction that are beyond the licensee’s expertise.
 - Keep the consumer informed about the transaction and the tasks to be completed.
 - Disclose financial interest in a service, such as financial, title transfer and preparation services, insurance, construction, repair or inspection, at the time service is recommended or the first time the licensee learns that the service will be used.
- The following contractual terms are *negotiable* between the licensee and the consumer and must be addressed in an agreement/disclosure statement:
- The duration of the licensee’s employment, listing agreement or contract.
 - The licensee’s fees or commission.
 - The scope of the licensee’s activities or practices.
 - The broker’s cooperation with and sharing of fees with other brokers.
- All sales agreements must contain the property’s zoning classification except where the property is zoned solely or primarily to permit single family dwellings.
- The Real Estate Recovery Fund exists to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

Before you disclose any financial information to a licensee, be advised that unless you select a business relationship by signing a written agreement, the licensee is NOT representing you. A business relationship is NOT presumed.

ACKNOWLEDGMENT

I acknowledge that I have received this disclosure.

| | | |
|-------------|--|---------------------------------------|
| Date: _____ | Timothy Billman (Consumer’s Printed Name) | <div></div> (Consumer’s Signature) |
| Date: _____ | Karla Billman (Consumer’s Printed Name) | <div></div> (Consumer’s Signature) |

I certify that I have provided this document to the above consumer during the initial interview.

| | | |
|---|--|-------------------------|
| Date: _____ | | |
| John Lindemulder (Licensee’s Printed Name) | <div>John Lindemulder <small>dotloop verified 01/21/23 3:24 PM EST W0UO-jGFO-PCD1-AWVR</small></div> (Licensee’s Signature) | RS309989 (License #) |

Adopted by the State Real Estate Commission at 49 Pa. Code §35.336.



LISTING CONTRACT (SELLER AGENCY CONTRACT) EXCLUSIVE RIGHT TO SELL REAL ESTATE

XLS

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

1 Broker (Company) Iron Valley Real Estate of Central PA Licensee(s) (Name) John Lindemulder
 2 _____
 3 Company Address 2260 Spring Road, Suite 1 Direct Phone(s) _____
 4 Carlsile, PA 17013 Cell Phone(s) 717-487-1928
 5 Company Phone 717-344-5950 Fax _____
 6 Company Fax _____ Email jindemulder47@yahoo.com

7 **SELLER** Timothy Billman and Karla Billman

9 **SELLER'S MAILING ADDRESS** 21 Jennifer, Dillsburg, PA 17019

11 **PHONE** _____ **FAX** _____

12 **E-MAIL** _____

13 **Seller understands that this Listing Contract is between Broker and Seller.**

14 **Does Seller have a listing contract for this Property with another broker?** ☐ Yes ☒ No

15 **If yes, explain:** _____

16 **1. PROPERTY** **LISTED PRICE** \$ 585000

17 Address 21 Jennifer Lane ZIP 17019

18 Municipality (city, borough, township) _____

19 County York County School District Northern

20 Zoning Residential

21 Present Use _____

22 Currently Occupied By _____

23 Identification (For example, Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date) Residential

25 **2. STARTING & ENDING DATES OF LISTING CONTRACT (ALSO CALLED "TERM")**

26 (A) No Association of REALTORS® has set or recommended the term of this contract. Broker/Licensee and Seller have discussed and
 27 agreed upon the term of this Contract.

28 (B) **Starting Date:** This Contract starts when signed by Broker and Seller, unless otherwise stated here: 01/31/2023

29 (C) **Ending Date:** This Contract ends at 11:59 PM on 04/30/2023. By law, the term of a listing contract may not exceed
 30 one year. If the Ending Date written in this Contract creates a term that is longer than one year, the Ending Date is automatically
 31 364 days from the Starting Date of this Contract.

32 **3. DUAL AGENCY**

33 Seller agrees that Broker and Broker's Licensees may also represent the buyer(s) of the Property. A Broker is a Dual Agent when a
 34 Broker represents both a buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents a buyer and
 35 Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for a buyer
 36 and Seller. If the same Licensee is designated for a buyer and Seller, the Licensee is a Dual Agent. Seller understands that Broker is a
 37 Dual Agent when a buyer who is represented by Broker is viewing properties listed by Broker.

38 **4. DESIGNATED AGENCY**

39 Designated Agency is applicable, unless checked below. Broker designates the Licensee(s) above to exclusively represent the interests
 40 of Seller. If Licensee is also the buyer's agent, then Licensee is a DUAL AGENT.

41 ☐ **Designated Agency is not applicable.**

42 **5. BROKER'S FEE**

43 (A) No Association of REALTORS® has set or recommended the Broker's Fee. Broker and Seller have negotiated the fee that Seller
 44 will pay Broker.

45 (B) Broker's Fee is 5 % of the sale price OR \$ _____, whichever is greater, AND \$ 395, paid
 46 to Broker by Seller as follows:

47 1. \$ N/A of Broker's Fee is earned and due (**non-refundable**) at signing of this Listing Contract, pay-
 48 able to Broker.

49 **Broker/Licensee Initials:**

| | |
|--|-----------|
| | <i>LL</i> |
|--|-----------|

XLS Page 1 of 7

Seller Initials:

| | |
|--|--|
| | |
|--|--|

2. **Seller will pay the balance of Broker's Fee if:**

- a. **Property, or any ownership interest in it, is sold or exchanged during the term of this Contract by Broker, Broker's Licensee(s), Seller, or by any other person or broker, at the listed price or any price acceptable to Seller, OR**
- b. A ready, willing, and able buyer is found, during the term of this contract, by Broker or by anyone, including Seller. A willing buyer is one who will pay the listed price or more for the Property, or one who has submitted an offer accepted by Seller, OR
- c. Negotiations that are pending at the Ending Date of this Contract result in a sale, OR
- d. A Seller signs an agreement of sale then refuses to sell the Property, or if a Seller is unable to Sell the Property because of failing to do all the things required of the Seller in the agreement of sale (Seller default), OR
- e. The Property or any part of it is taken by any government for public use (Eminent Domain), in which case Seller will pay from any money paid by the government, OR
- f. A sale occurs after the Ending Date of this Contract IF:
 - (1) The sale occurs within 30 days of the Ending Date, AND
 - (2) The buyer was shown or negotiated to buy the Property during the term of this contract, AND
 - (3) The Property is not listed under an "exclusive right to sell contract" with another broker at the time of the sale.

(C) If a sale occurs, balance of Broker's Fee will be paid upon delivery of the deed or other evidence of transfer of title or interest. If the Property is transferred by an installment contract, balance of Broker's Fee will be paid upon the execution of the installment contract.

6. **BROKER'S FEE IF SETTLEMENT DOES NOT OCCUR**

If an agreement of sale is signed and settlement does not occur, and deposit monies are released to Seller, Seller will pay Broker 1/2 of/from deposit monies.

7. **COOPERATION WITH OTHER BROKERS**

Licensee(s) has explained Broker's company policies about cooperating with other brokers. Broker and Seller agree that Broker will pay from Broker's Fee a fee to another broker who procures the buyer, is a member of a Multiple Listing Service (MLS), and who:

- (A) ☐ **Represents Seller (SUBAGENT).** Broker will pay _____ of/from the sale price.
- (B) ☒ **Represents the buyer (BUYER'S AGENT).** Broker will pay _____ of/from the sale price. **A buyer's Agent, even if compensated by Broker for Seller, will represent the interests of the buyer.**
- (C) ☒ **Does not represent either Seller or a buyer (TRANSACTION LICENSEE).**
Broker will pay 1% _____ of/from the sale price.

8. **DUTIES OF BROKER AND SELLER**

- (A) Broker is acting as a Seller Agent, as described in the Consumer Notice, to market the Property and to negotiate with potential buyers. Broker will use reasonable efforts to find a buyer for the Property.
- (B) Seller will cooperate with Broker and assist in the sale of the Property as asked by Broker.
- (C) All showings, negotiations and discussions about the sale of the Property, written or oral, will be communicated by Broker on Seller's behalf. All written or oral inquiries that Seller receives or learns about regarding the Property, regardless of the source, will be referred to Broker.
- (D) If the Property, or any part of it, is rented, Seller will give any leases to Broker before signing this Contract. If any leases are oral, Seller will provide a written summary of the terms, including amount of rent, ending date, and Tenant's responsibilities.
- (E) Seller will not enter into, renew, or modify any leases, or enter into any option to sell, during the term of this Contract without Broker's written consent.

9. **BROKER'S SERVICE TO BUYER**

Broker may provide services to a buyer for which Broker may accept a fee. Such services may include, but are not limited to: document preparation; ordering certifications required for closing; financial services; title transfer and preparation services; ordering insurance, construction, repair, or inspection services.

10. **BROKER NOT RESPONSIBLE FOR DAMAGES**

Seller agrees that Broker and Broker's Licensee(s) are not responsible for any damage to the Property or any loss or theft of personal goods from the Property unless such damage, loss or theft is solely and directly caused by Broker or Broker's Licensee(s).

11. **DEPOSIT MONEY**

- (A) Broker, if named in an agreement of sale, will keep all deposit monies paid by or for the buyer in an escrow account until the sale is completed, the agreement of sale is terminated, or the terms of a prior written agreement between the buyer and Seller have been met. This escrow account will be held as required by real estate licensing laws and regulations. Buyer and Seller may name a non-licensee as the escrow holder, in which case the escrow holder will be bound by the terms of the escrow agreement, if any, not by the Real Estate Licensing and Registration Act. Seller agrees that the person keeping the deposit monies may wait to deposit any uncashed check that is received as deposit money until Seller has accepted an offer.
- (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
 1. If an agreement of sale is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.

2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
 3. According to the terms of a final order of court.
 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved.
- (C) Seller agrees that if Seller names Broker or Broker's licensee(s) in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by Seller.

12. OTHER PROPERTIES

Seller agrees that Broker may list other properties for sale and that Broker may show and sell other properties to prospective buyers.

13. ADDITIONAL OFFERS

Unless prohibited by Seller, if Broker is asked by a buyer or another licensee(s) about the existence of other offers on the Property, Broker will reveal the existence of other offers and whether they were obtained by the Licensee(s) identified in this Contract, by another Licensee(s) working with Broker, or by a licensee(s) working for a different Broker. ONCE SELLER ENTERS INTO AN AGREEMENT OF SALE, BROKER IS NOT REQUIRED TO PRESENT OTHER OFFERS.

14. SELLER WILL REVEAL DEFECTS & ENVIRONMENTAL HAZARDS

(A) Seller (including Sellers exempt from the Real Estate Seller Disclosure Law) will disclose all known material defects and/or environmental hazards on a separate disclosure statement. A material defect is a problem or condition that:

1. is a possible danger to those living on the Property, or
2. has a significant, adverse effect on the value of 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.

(B) Seller will update the Seller's Property Disclosure Statement as necessary throughout the term of this Listing Contract.

(C) If Seller fails to disclose known material defects and/or environmental hazards:

1. Seller will not hold Broker or Licensee(s) responsible in any way;
2. Seller will protect Broker and Licensee(s) from any claims, lawsuits, and actions that result;
3. Seller will pay all of Broker's and Licensee's costs that result. This includes attorneys' fees and court-ordered payments or settlements (money Broker or Licensee pays to end a lawsuit or claim).

15. IF PROPERTY WAS BUILT BEFORE 1978

The Residential Lead-Based Paint Hazard Reduction Act says that any seller of property built before 1978 must give the buyer an EPA pamphlet titled *Protect Your Family From Lead in Your Home*. The seller also must tell the buyer and the broker what the seller knows about lead-based paint and lead-based paint hazards that are in or on the property being sold. Seller must tell the buyer how the seller knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards are, the condition of the painted surfaces, and any other information seller knows about lead-based paint and lead-based paint hazards on the property. Any seller of a pre-1978 structure must also give the buyer any records and reports that the seller has or can get about lead-based paint or lead-based paint hazards in or around the property being sold, the common areas, or other dwellings in multi-family housing. According to the Act, a seller must give a buyer 10 days (unless seller and the buyer agree to a different period of time) from the time an agreement of sale is signed to have a "risk assessment" or inspection for possible lead-based paint hazards done on the property. Buyers may choose not to have the risk assessment or inspection for lead paint hazards done. If the buyer chooses not to have the assessment or inspection, the buyer must inform the seller in writing of the choice. The Act does not require the seller to inspect for lead paint hazards or to correct lead paint hazards on the property. The Act does not apply to housing built in 1978 or later.

16. HOME WARRANTIES

At or before settlement, Seller may purchase a home warranty for the Property from a third-party vendor. Seller understands that a home warranty for the Property does not alter any disclosure requirements of Seller, may not cover or warrant any pre-existing defects of the Property, and will not alter, waive or extend any provisions of the Agreement regarding inspections or certifications that Buyer may elect or waive as part of the Agreement. Seller understands that Broker who recommends a home warranty may have a business relationship with the home warranty company that provides a financial benefit to Broker.

17. RECORDINGS ON THE PROPERTY

(A) Seller understands that potential buyers viewing the Property may engage in photography, videography or videotelephony on the Property. Seller should remove any items of a personal nature Seller does not wish to have photographed or recorded, such as family photos, important or confidential paperwork (including any information relating to the listing or communications with Broker or Licensee) and all other personally identifiable information such as birthdates, social security numbers, telephone numbers, etc. Seller is responsible for providing this same notification to any occupants of the Property.

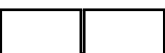
(B) Any person who intentionally intercepts oral communications by electronic or other means without the consent of all parties is guilty of a felony under Pennsylvania law. Seller understands that recording or transmitting audio may result in violation of state or federal wiretapping laws. **Seller hereby releases all BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them, and any PERSON, FIRM or CORPORATION who may be liable by or through them, from any claims, lawsuits and actions which may arise from any audio or video recordings occurring in or around the Property.**

Broker/Licensee Initials:



XLS Page 3 of 7

Seller Initials:



167 **18. RECOVERY FUND**

168 Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment)
169 against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays
170 persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call
171 (717) 783-3658.

172 **19. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA**

173 Federal and state laws make it illegal for a seller, a broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX,
174 DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN,
175 USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION
176 TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or
177 set deposit amounts, or as reasons for any decision relating to the sale of property.

178 **20. TRANSFER OF THIS CONTRACT**

179 (A) Seller agrees that Broker may transfer this Contract to another broker when:
180 1. Broker stops doing business, OR
181 2. Broker forms a new real estate business, OR
182 3. Broker joins his business with another.
183 (B) Broker will notify Seller immediately in writing if Broker transfers this Contract to another broker. Seller will follow all requirements
184 of this Contract with the new broker.

185 **21. NO OTHER CONTRACTS**

186 Seller will not enter into another listing contract for the property(s) identified in Paragraph 1 with another broker that begins before the
187 Ending Date of this Contract.

188 **22. CONFLICT OF INTEREST**

189 It is a conflict of interest when Broker or Licensee has a financial or personal interest in the property and/or cannot put Seller's interests
190 before any other. If Broker, or any of Broker's licensees, has a conflict of interest, Broker will notify Seller in a timely manner.

191 **23. ENTIRE CONTRACT**

192 This Contract is the entire agreement between Broker and Seller. Any verbal or written agreements that were made before are not a part
193 of this Contract.

194 **24. CHANGES TO THIS CONTRACT**

195 All changes to this Contract must be in writing and signed by Broker and Seller.

196 **25. MARKETING OF PROPERTY**

197 (A) Multiple Listing Services (MLS)

- 198 1. An MLS is a subscription service used by real estate licensees to market properties to other subscribers. If marketed in an MLS,
199 Broker will make an offer of cooperating compensation to another participant who procures a buyer for the Property (See Para-
200 graph 7). MLS marketing is governed by specific rules and policies, which may differ depending on the MLS used.
201 2. Sellers have the right to decide whether their Property will be marketed in an MLS, but should understand that opting out of
202 MLS marketing may restrict Broker's ability to market the Property in other ways.

203 ☐ Broker **will not** use an MLS to advertise the Property. Seller understands and agrees that the listing may be reported to an
204 MLS, but will not be marketed for sale via an MLS. Further, Seller understands and agrees that any and all public marketing
205 of the Property through the use of other means such as yard signs, social media, and public-facing websites may be prohib-
206 ited. Seller may be required to sign an additional waiver or release to comply with MLS rules and policies.

207 ☒ Broker will use an MLS to advertise the Property to other real estate brokers and salespersons. Listing broker shall com-
208 municate to the MLS all of Seller's elections made below. Seller agrees that Broker and Licensee, and the MLS are not
209 responsible for mistakes in an MLS or advertising of the Property.

210 (B) Virtual Office Website (VOW) and Internet Data Exchange (IDX)

- 211 1. Some brokers may use a VOW or IDX, which are governed by specific rules and policies. Sellers have the right to control some
212 elements of how their property is displayed on a VOW and/or IDX website.
213 2. Seller elects to have the following features disabled or discontinued for VOW and IDX websites (check all that apply):

214 ☒ Comments or reviews about Seller's listings, or a hyperlink to such comments or reviews, in immediate conjunction with
215 Seller's listing.

216 ☒ Automated estimates of the market value of Seller's listing, or a hyperlink to such estimates, in immediate conjunction with
217 the Seller's listing.

218 (C) Other

- 219 1. Where permitted, Broker, at Broker's option, may use: for sale sign, lock box, key in office, open houses and advertising in all
220 media, including print and electronic, photographs and videos, unless otherwise stated here: _____
221

222 2. ☐ Seller does not want the listed Property to be displayed on the Internet.

223 ☐ Seller does not want the address of the listed Property to be displayed on the Internet.

224 3. Seller understands and acknowledges that, if the listed Property is not displayed on the Internet, consumers who conduct searches
225 for listings on the Internet will not see information about the listed Property in response to their search.

226 **Broker/Licensee Initials:**


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XLS Page 4 of 7

Seller Initials:



(D) Seller understands and acknowledges that, if an open house is scheduled, the property address may be published on the Internet in connection to the open house.

(E) Other _____

26. PUBLICATION OF SALE PRICE

Seller is aware that the Multiple Listing Service (MLS), newspapers, Web Sites, and other media may publish the final sale price of the Property.

27. COPYRIGHT

In consideration of Broker's efforts to market Seller's Property as stated in this Contract, Seller grants Broker a non-exclusive, world-wide license (the "License") to use any potentially copyrightable materials (the "Materials") which are related to the Property and provided by Seller to Broker or Broker's representative(s). The Materials may include, but are not limited to: photographs, images, video recordings, virtual tours, drawings, written descriptions, remarks, and pricing information related to Seller's Property. This License permits Broker to submit the Materials to one or more multiple listing services, to include the Materials in compilations of property listings, and to otherwise distribute, publicly display, reproduce, publish and produce derivative works from the Materials for any purpose that does not conflict with the express terms of this Contract. The License may not be revoked by Seller and shall survive the ending of this Contract. Seller also grants Broker the right to sublicense to others any of these rights granted to Broker by Seller. Seller represents and warrants to Broker that the License granted to Broker for the Materials does not violate or infringe upon the rights, including any copyrights, of any person or entity. Seller understands that the terms of the License do not grant Seller any legal right to any works that Broker may produce using the Materials.

28. FIXTURES AND PERSONAL PROPERTY

(A) It is possible for certain items of personal property to be so integrated into the Property that they become fixtures and will be regarded as part of the Property and therefore included in a sale. **Seller is encouraged to be specific when negotiating what items will be included or excluded in a sale.**

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

(C) The following items are not owned by Seller and may be subject to a lease or other financing agreement (e.g., solar panels, windmills, water treatment systems, propane tanks, and satellite dishes): _____

(D) EXCLUDED fixtures and items: _____

29. TAXES & SPECIAL ASSESSMENTS

(A) At settlement, Seller will pay one-half of the total Real Estate Transfer Taxes, unless otherwise stated here: _____

(B) Yearly Property Taxes \$ _____ Property Assessed Value \$ _____

(C) Is the property preferentially assessed (including a tax abatement)? ☐ Yes ☐ No
If applicable, how many years remain? _____

(D) COA/HOA Name _____ COA/HOA Phone _____
COA/HOA special assessments \$ _____ Buyer's required capital contribution \$ _____
Please explain: _____

(E) COA/HOA Fees \$ _____ ☐ Quarterly ☐ Monthly ☐ Yearly

(F) Municipality Assessments \$ _____

30. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)

The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S. real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons purchasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. taxation of gains realized on disposition of such interests. The transferee/buyer, as the withholding agent, may request that you complete a FIRPTA Affidavit regarding your status as a foreign person as defined by the Act. Seller agrees to comply, if applicable.

283 **31. TITLE & POSSESSION**

284 (A) Seller will give possession of Property to a buyer at settlement, or on _____

285 (B) At settlement, Seller will give full rights of ownership (fee simple) to a buyer except as follows:

286 ☐ Oil ☐ Gas ☐ Mineral ☐ Other

287 If checked, please explain: _____

288 _____

289 (C) Seller has:

290 ☐ First mortgage with _____ Amount of balance \$ _____

291 Address _____

292 Phone _____ Acct. # _____

293 ☐ Second mortgage with _____ Amount of balance \$ _____

294 Address _____

295 Phone _____ Acct. # _____

296 ☐ Home Equity line of credit with _____ Amount of balance \$ _____

297 Address _____

298 Phone _____ Acct. # _____

299 ☐ Seller authorizes Broker to receive mortgage payoff and/or equity loan payoff information from lender(s).

300 (D) Seller has:

301 ☐ Judgments \$ _____ ☐ Past Due Municipal Assessment \$ _____

302 ☐ Past Due Property Taxes \$ _____ ☐ Past Due COA/HOA Fees \$ _____

303 ☐ Federal Tax Liens \$ _____ ☐ Past Due COA/HOA Assessments \$ _____

304 ☐ State Tax Liens (including sales, use and hotel occupancy taxes) \$ _____

305 ☐ Other: _____ \$ _____

306 (E) If Seller, at any time on or since January 1, 1998, has been obligated to pay support under an order on record in any Pennsylvania
307 county, list the county and the Domestic Relations Number or Docket Number: _____

308 **32. BUYER FINANCING**

309 Seller will accept the following arrangements for buyer to pay for the Property:

310 ☒ Cash ☒ Conventional mortgage ☒ FHA mortgage ☒ VA mortgage

311 ☐ Seller's Assist to buyer (if any) \$ _____, or _____ %

312 **33. SPECIAL INSTRUCTIONS**

313 The Office of the Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special
314 conditions or additional terms in this Contract must comply with the Pennsylvania Plain Language Consumer Contract Act.

315 **34. SPECIAL CLAUSES**

316 (A) The following are part of this Listing Contract if checked:

317 ☐ Property Description Addendum to Listing Contract (PAR Form XLS-A)

318 ☐ Single Agency Addendum (PAR Form SA)

319 ☐ Consumer Services Fee Addendum (PAR Form CSF)

320 ☐ Vacant Land Addendum to Listing Contract (PAR Form VLA)

321 ☐ Short Sale Addendum (PAR Form SSL)

322 ☐ _____

323 ☐ _____

324 (B) Additional Terms:

325 _____

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342 Broker/Licensee Initials:

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|--|---|

Seller Initials:

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343 ☐ ☐ Seller has read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

344 ☐ ☐ Seller has received the Seller's Property Disclosure form and agrees to complete and return to Listing Broker in a
345 timely manner, if required.

346 ☐ ☐ Seller has received the Lead-Based Hazards Disclosure form and agrees to complete and return to Listing Broker in
347 a timely manner, if required.

348 Seller has read the entire Contract before signing. Seller must sign this Contract.

349 Seller gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es) listed.

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

352 This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts
353 together shall constitute one and the same Agreement of the Parties.

354 NOTICE BEFORE SIGNING: IF SELLER HAS LEGAL QUESTIONS, SELLER IS ADVISED TO CONSULT A PENN-
355 SYLVANIA REAL ESTATE ATTORNEY.


356 SELLER DATE _____

357 SELLER DATE _____

358 SELLER DATE _____

359 **BROKER (Company Name)** Iron Valley Real Estate of Central PA

360 ACCEPTED ON BEHALF OF BROKER BY DATE _____



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