

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) <u>RE/MAX Main Line</u>	Licensee(s) (Name) <u>Thomas L. Toole, III</u>
2 _____	_____
3 Company Address <u>1646 West Chester Pike, Ste 2, West</u>	Direct Phone(s) <u>(610) 692-6976</u>
4 <u>Chester, PA 19382</u>	Cell Phone(s) _____
5 Company Phone <u>(610) 692-2228</u>	Fax _____
6 Company Fax <u>(610) 429-9888</u>	Email <u>tom@tomtoole.com</u>

7 **SELLER** _____

8 _____

9 **SELLER'S MAILING ADDRESS** _____

10 _____

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 \$** _____

17 Address _____ **PA** **ZIP** _____

18 Municipality (city, borough, township) _____

19 County _____ School District _____

20 Zoning _____

21 Present Use Residential

22 Identification (For example, Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date) **Tax ID#:** _____

23 _____

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

25 (A) No Association of Realtors® has set or recommended the term of this contract. Broker/Licensee and Seller have discussed

26 and agreed upon the term of this Contract.

27 (B) **Starting Date:** This Contract starts when signed by Broker and Seller, unless otherwise stated here: _____

28 (C) **Ending Date:** This Contract ends at 11:59 PM on _____. By law, the term of a listing contract may not

29 exceed one year. If the Ending Date written in this Contract creates a term that is longer than one year, the Ending Date is au-

30 tomatically 364 days from the Starting Date of this Contract.

31 **3. DUAL AGENCY**

32 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

33 Broker represents both a buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents a buyer

34 and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for

35 a buyer and Seller. If the same Licensee is designated for a buyer and Seller, the Licensee is a Dual Agent. Seller understands that

36 Broker is a Dual Agent when a buyer who is represented by Broker is viewing properties listed by Broker.

37 **4. DESIGNATED AGENCY**

38 Designated Agency is applicable, unless checked below. Broker designates the Licensee(s) above to exclusively represent the inter-

39 ests of Seller. If Licensee is also the buyer's agent, then Licensee is a DUAL AGENT.

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

41 **5. BROKER'S FEE**

42 (A) No Association of Realtors® has set or recommended the Broker's Fee. Broker and Seller have negotiated the fee that Seller

43 will pay Broker.

44 (B) Broker's Fee is _____ % of the sale price OR \$ _____, whichever is greater, AND \$ _____,

45 paid to Broker by Seller as follows:

46 1. \$ _____ of Broker's Fee is earned and due (**non-refundable**) at signing of this Listing Contract, payable

47 to Broker.

48 **Broker/Licensee Initials:** _____ **XLS Page 1 of 6** **Seller Initials:** _____



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04/14

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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 180 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 25% 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 _____ 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.

Broker/Licensee Initials: _____

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Seller Initials: _____

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. RECOVERY FUND

Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment) against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays 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 (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

18. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA

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

Broker/Licensee Initials: _____

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Seller Initials: _____

166 **19. TRANSFER OF THIS CONTRACT**

167 (A) Seller agrees that Broker may transfer this Contract to another broker when:

- 168 1. Broker stops doing business, OR
169 2. Broker forms a new real estate business, OR
170 3. Broker joins his business with another.

171 (B) Broker will notify Seller immediately in writing if Broker transfers this Contract to another broker. Seller will follow all re-
172 quirements of this Contract with the new broker.

173 **20. NO OTHER CONTRACTS**

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

176 **21. CONFLICT OF INTEREST**

177 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 inter-
178 ests before any other. If Broker, or any of Broker's licensees, has a conflict of interest, Broker will notify Seller in a timely manner.

179 **22. ENTIRE CONTRACT**

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

182 **23. CHANGES TO THIS CONTRACT**

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

184 **24. MARKETING OF PROPERTY**

185 (A) Where permitted, Broker, at Broker's option, may use: for sale sign, lock box, key in office, open houses and advertising in all
186 media, including print and electronic, photographs and videos, unless otherwise stated here: _____

- 187
188 1. ☐ Seller does not want the listed Property to be displayed on the Internet.
189 ☐ Seller does not want the address of the listed Property to be displayed on the Internet.
190 2. Seller understands and acknowledges that, if the listed Property is not displayed on the Internet, consumers who conduct
191 searches for listings on the Internet will not see information about the listed Property in response to their search.

192 (B) Seller understands and acknowledges that, if an open house is scheduled, the property address may be published on the Inter-
193 net in connection to the open house.

194 (C) There are many ways of marketing properties electronically. Some brokers may use a virtual office website (also known as
195 "VOW") or Internet data exchange (also known as "IDX"), which are governed by specific rules and policies. Sellers have the
196 right to control some elements of how their property is displayed on a VOW and/or IDX websites.

197 Seller elects to have the following features disabled or discontinued for VOW and IDX websites (check all that apply):

- 198 ☐ Comments or reviews about Seller's listings, or a hyperlink to such comments or reviews, in immediate conjunction with
199 Seller's listing.
200 ☐ Automated estimates of the market value of Seller's listing, or a hyperlink to such estimates, in immediate conjunction with
201 the Seller's listing.

202 (D) Multiple Listing Services (MLS)

- 203 ☐ Broker will not use a Multiple Listing Service (MLS) to advertise the Property.
204 ☒ Broker will use a Multiple Listing Service (MLS) to advertise the Property to other real estate brokers and salespersons.
205 Listing broker shall communicate to the MLS all of Seller's elections made above.

206 (E) Seller agrees that Broker and Licensee, and the MLS are not responsible for mistakes in the MLS or advertising of the Property.

207 (F) Other _____

208 **25. PUBLICATION OF SALE PRICE**

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

211 **26. COPYRIGHT**

212 In consideration of Broker's efforts to market Seller's Property as stated in this Contract, Seller grants Broker a non-exclusive, world-wide
213 license (the "License") to use any potentially copyrightable materials (the "Materials") which are related to the Property and provided by
214 Seller to Broker or Broker's representative(s). The Materials may include, but are not limited to: photographs, images, video recordings,
215 virtual tours, drawings, written descriptions, remarks, and pricing information related to Seller's Property. This License permits Broker to
216 submit the Materials to one or more multiple listing services, to include the Materials in compilations of property listings, and to otherwise
217 distribute, publicly display, reproduce, publish and produce derivative works from the Materials for any purpose that does not conflict with
218 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
219 Broker the right to sublicense to others any of these rights granted to Broker by Seller. Seller represents and warrants to Broker that the Li-
220 cense granted to Broker for the Materials does not violate or infringe upon the rights, including any copyrights, of any person or entity. Seller
221 understands that the terms of the License do not grant Seller any legal right to any works that Broker may produce using the Materials.

222 **Broker/Licensee Initials:** _____

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Seller Initials: _____

27. FIXTURES AND PERSONAL PROPERTY

(A) INCLUDED in this sale, unless otherwise stated, are all existing items permanently installed in the Property, free of liens, and other items including plumbing; heating; radiator covers; lighting fixtures (including chandeliers and ceiling fans); pools, spas and hot tubs (including covers and cleaning equipment); electric animal fencing systems (excluding collars); garage door openers and transmitters; television antennas; mounting brackets and hardware for television and sound equipment; unpotted shrubbery, plantings and trees; 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, (including rods and brackets), shades and blinds; awnings; built-in air conditioners; built-in appliances; the range/oven; any remaining heating and cooking fuels stored on the Property at the time of settlement; and, if owned, water treatment systems, propane tanks, satellite dishes and security systems. Also included: _____

(B) The following items are LEASED (not owned by Seller). Contact the provider/vendor for more information (e.g., water treatment systems, propane tanks, satellite dishes and security systems): _____

(C) EXCLUDED fixtures and items: _____

28. 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) Municipality Assessments \$ _____

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

29. TITLE & POSSESSION

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

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

☐ Oil ☐ Gas ☐ Mineral ☐ Other

If checked, please explain: _____

(C) Seller has:

☐ First mortgage with _____ Amount of balance \$ _____

Address _____

Phone _____ Acct. # _____

☐ Second mortgage with _____ Amount of balance \$ _____

Address _____

Phone _____ Acct. # _____

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

Address _____

Phone _____ Acct. # _____

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

(D) Seller has:

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

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

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

☐ State Tax Liens \$ _____

☐ Other: _____ \$ _____

(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 county, list the county and the Domestic Relations Number or Docket Number: _____

30. BUYER FINANCING Seller will accept the following arrangements for buyer to pay for the Property:

☐ Cash ☐ Conventional mortgage ☐ FHA mortgage ☐ VA mortgage

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

Broker/Licensee Initials: _____

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Seller Initials: _____

280 **31. SPECIAL INSTRUCTIONS**

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

282 **32. SPECIAL CLAUSES**

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

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

285 ☐ Single Agency Addendum (PAR Form SA)

286 ☐ Consumer Services Fee Addendum (PAR Form CSF)

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

288 ☐ Short Sale Addendum (PAR Form SSL)

289 ☐ _____

290 ☐ _____

291 **(B) Additional Terms: Home to be held off MLS until professional photos are completed.**

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

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

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

309

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

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

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

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

314 **NOTICE BEFORE SIGNING: IF SELLER HAS LEGAL QUESTIONS, SELLER IS ADVISED TO CONSULT A PENNSYLVANIA REAL ESTATE ATTORNEY.**

315 **SELLER** _____ **DATE** _____

316 **SELLER** _____ **DATE** _____

317 **SELLER** _____ **DATE** _____

318 **BROKER (Company Name)** RE/MAX Main Line

319 **ACCEPTED ON BEHALF OF BROKER BY** _____ **DATE** _____

SPD

1 **PROPERTY** _____
2 **SELLER** _____

8 This Statement discloses Seller's knowledge of the condition of the property as of the date signed by Seller and **is not a substi-**
tute for any inspections or warranties that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a
10 warranty or representation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to
11 address concerns about the conditions of the property that may not be included in this Statement. This Statement does not relieve
12 Seller of the obligation to disclose a material defect that may not be addressed on this form. **Any non-exempt seller is obligated to**
13 **complete the disclosure form even if the seller does not occupy or has never occupied the property.** For a list of exempt sellers,
14 see Information Regarding the Real Estate Seller's Property Disclosure Law found on the last page of this document.

19 **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
20 to the property. Check unknown when the question does apply to the property but you are not sure of the answer.

	Yes	No	Unk	N/A
A				
B				
C				

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

(B) Is Seller the landlord for the property?

(C) Is Seller a real estate licensee?

	Yes	No	Unk	N/A
28				
29	1			
30				
31	2			
32	3			
33				
34	1			
35	2			
36	3			
37	4			
38	5			
39	C			
40	D			

(A) Occupancy

1. When was the property most recently occupied? _____
2. Was the Seller the most recent occupant? If "no," when did the Seller most recently occupy the property? _____
3. How many persons most recently occupied the property? _____
- (B) **Role of Individual Completing This Disclosure.** Is the individual completing this form:
1. The owner
 2. The executor
 3. The administrator
 4. The trustee
 5. An individual holding power of attorney
- (C) When was the property purchased? _____
- (D) Are you aware of any pets having lived in the house or other structures during your ownership? _____

	Yes	No	Unk	N/A
1				
2				
3				
4				
B				
C				

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

1. Condominium
2. Homeowners association or planned community
3. Cooperative
4. Other type of association or community _____
- (B) If "yes," how much are the fees? \$ _____, paid (☐ Monthly)(☐ Quarterly)(☐ Yearly)
- (C) If "yes," are there any community services or systems that the association or community is responsible for supporting or maintaining? Explain: _____

 Pennsylvania Association of REALTORS®

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	Yes	No	Unk	N/A
53				
54 D				

(D) How much is the capital contribution/initiation fee? \$ _____

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

4. ROOF AND ATTIC

(A) Installation

1. When was the roof installed? _____
2. Do you have documentation (invoice, work order, warranty, etc.)? _____

(B) Repair

1. Has the roof or any portion of it been replaced or repaired during your ownership?
2. If it has been replaced or repaired, was the existing roofing material removed?

(C) Issues

1. Has the roof ever leaked during your ownership?
2. Are you aware of any current/past problems with the roof, gutters, flashing or downspouts?

Explain any "yes" answers in section 4, including the location and extent of any problem(s) and any repair or remediation efforts: _____

5. BASEMENTS AND CRAWL SPACES

(A) Sump Pump

1. Does the property have a sump pit? If yes, how many? _____
2. Does the property have a sump pump? If yes, how many? _____
3. If it has a sump pump, has it ever run?
4. If it has a sump pump, is the sump pump in working order?

(B) Water Infiltration

1. Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space?
2. Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?
3. Are the downspouts or gutters connected to a public system? _____

Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or remediation efforts: _____

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

(A) Status

1. Are you aware of any termites/wood-destroying insects, dryrot, or pests affecting the property?
2. Are you aware of any damage caused by termites/wood-destroying insects, dryrot, or pests?

(B) Treatment

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

Explain any "yes" answers in section 6, including the name of any service/treatment provider, if applicable: _____

7. STRUCTURAL ITEMS

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

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

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

(D) Stucco and Exterior Synthetic Finishing Systems

1. Is your property constructed with stucco?
2. Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
3. If "yes," when was it installed? _____

(E) Are you aware of any fire, storm, water or ice damage to the property?

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

Explain any "yes" answers in section 7, including the location and extent of any problem(s) and any repair or remediation efforts: _____

115 Seller's Initials _____ / _____ Date _____ SPD Page 2 of 9 Buyer's Initials _____ / _____ Date _____

	Yes	No	Unk	N/A
A				
B				

8. ADDITIONS/ALTERATIONS

(A) Have any additions, structural changes, or other alterations been made to the property during your ownership? Itemize and date all additions/alterations below.

(B) Are you aware of any private or public architectural review control of the property other than zoning codes?

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

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

Addition, structural change, or alteration	Approximate date of work	Were permits obtained? (Yes/No/Unknown)	Final inspections/ approvals obtained? (Yes/No/Unknown)

☐ A sheet describing other additions and alterations is attached.

9. WATER SUPPLY

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

1. Public
2. A well on the property
3. Community water
4. A holding tank
5. A cistern
6. A spring
7. Other _____
8. No water service (explain): _____

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

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

(C) **Well**

1. Has your well ever run dry?
2. Depth of Well _____
3. Gallons per minute _____, measured on (date) _____
4. Is there a well used for something other than the primary source of drinking water?
5. If there is an unused well, is it capped?

(D) **Pumping and Treatment**

1. If your drinking water source is not public, is the pumping system in working order? If "no," explain: _____
2. Do you have a softener, filter, or other treatment system?
3. Is the softener, filter, or other treatment system leased? From whom? _____

(E) **General**

1. When was your water last tested? _____ Test results: _____
2. Is the water system shared? With whom? _____

	Yes	No	Unk	N/A
1				
2				

(F) **Issues**

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

Explain any "yes" answers in section 9, including the location and extent of any problem(s) and any repair or remediation efforts: _____

10. SEWAGE SYSTEM

(A) **General**

1. Is your property served by a sewage system (public, private or community)?
2. If no, is it due to availability or permit limitations?
3. When was the sewage system installed (or date of connection, if public)? _____

(B) **Type** Is your property served by:

1. Public (if "yes," continue to D through G below)
2. Community (non-public)
3. An individual on-lot sewage disposal system
4. Other, explain: _____

(C) **Individual On-lot Sewage Disposal System.** Is your sewage system (check all that apply):

1. Within 100 feet of a well
2. Subject to a ten-acre permit exemption
3. A holding tank
4. A drainfield
5. Supported by a backup or alternate drainfield, sandmound, etc.
6. A cesspool
7. Shared
8. Other, explain: _____

(D) **Tanks and Service**

1. Are there any metal/steel septic tanks on the Property?
2. Are there any cement/concrete septic tanks on the Property?
3. Are there any fiberglass septic tanks on the Property? _____
4. Are there any other types of septic tanks on the Property? _____
5. Where are the septic tanks located? _____
6. How often is the on-lot sewage disposal system serviced? _____
7. When was the on-lot sewage disposal system last serviced? _____

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

1. Are you aware of any abandoned septic systems or cesspools on your property?
2. Have these systems or cesspools been closed in accordance with the municipality's ordinance?

(F) **Sewage Pumps**

1. Are there any sewage pumps located on the property?
2. What type(s) of pump(s)? _____
3. Are pump(s) in working order?
4. Who is responsible for maintenance of sewage pumps? _____

(G) **Issues**

1. Is any waste water piping not connected to the septic/sewer system?
2. Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items?

Explain any "yes" answers in section 10, including the location and extent of any problem(s) and any repair or remediation efforts: _____

11. PLUMBING SYSTEM

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

1. Copper
2. Galvanized
3. Lead
4. PVC
5. Polybutylene pipe (PB)
6. Cross-linked polyethylene (PEX)
7. Other _____

(B) Are you aware of any problems with any of your plumbing fixtures (e.g., including but not limited to: kitchen, laundry, or bathroom fixtures; wet bars; exterior faucets; etc.)?

If "yes," explain: _____

Seller's Initials _____ / **Date** _____ **SPD Page 4 of 9** **Buyer's Initials** _____ / **Date** _____

	Yes	No	Unk	N/A
236 1				
237 2				
238 3				
239 4				
240 5				
241 6				
242 7				
243 8				
244 B				
245 C				

12. DOMESTIC WATER HEATING

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

1. Electric
2. Natural gas
3. Fuel oil
4. Propane
5. Solar
6. Geothermal
7. Other: _____

8. Is your water heating a summer-winter hook-up (integral system, hot water from the boiler, etc.)? _____

(B) How many water heaters are there? _____ When were they installed? _____

(C) Are you aware of any problems with any water heater or related equipment? _____

If "yes," explain: _____

13. HEATING SYSTEM

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

1. Electric
2. Natural gas
3. Fuel oil
4. Propane
5. Geothermal
6. Coal
7. Wood
8. Other: _____

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

1. Forced hot air
2. Hot water
3. Heat pump
4. Electric baseboard
5. Steam
6. Radiant
7. Wood stove(s) How many? _____
8. Coal stove(s) How many? _____
9. Other: _____

(C) **Status**

1. When was your heating system(s) installed? _____
2. When was the heating system(s) last serviced? _____
3. How many heating zones are in the property? _____
4. Is there an additional and/or backup heating system? Explain: _____

(D) **Fireplaces**

1. Are there any fireplace(s)? How many? _____
2. Are all fireplace(s) working? _____
3. Fireplace types(s) (wood, gas, electric, etc.): _____
4. Were the fireplace(s) installed by a professional contractor or manufacturer's representative? _____
5. Are there any chimney(s) (from a fireplace, water heater or any other heating system)? _____
6. How many chimney(s)? _____ When were they last cleaned? _____
7. Are the chimney(s) working? If "no," explain: _____

(E) List any areas of the house that are not heated: _____

(F) **Heating Fuel Tanks**

1. Are you aware of any heating fuel tank(s) on the property? _____
2. Location(s), including underground tank(s): _____
3. If you do not own the tank(s), explain: _____

Are you aware of any problems or repairs needed regarding any item in section 13? If "yes," explain: _____

14. AIR CONDITIONING SYSTEM

(A) **Type(s)**. Is the air conditioning (check all that apply):

1. Central air
2. Wall units
3. Window units
4. Other: _____
5. None

	Yes	No	Unk	N/A
290 1				
291 2				
292 3				
293 4				
294 5				

	Yes	No	Unk	N/A
1				
2				
3				
C				
P				

(B) **Status**

1. When was the central air conditioning system installed? _____
2. When was the central air conditioning system last serviced? _____
3. How many air conditioning zones are in the property? _____

(C) List any areas of the house that are not air conditioned: _____

Are you aware of any problems with any item in section 14? If "yes," explain: _____

15. ELECTRICAL SYSTEM

(A) **Type(s)**

1. Does the electrical system have fuses? _____
2. Does the electrical system have circuit breakers? _____

(B) What is the system amperage? _____

(C) Are you aware of any knob and tube wiring in the home? _____

Are you aware of any problems or repairs needed in the electrical system? If "yes," explain: _____

16. OTHER EQUIPMENT AND APPLIANCES

This section must be completed for each item that will, or may, be sold with the property. **The fact that an item is listed does not mean it is included in the Agreement of Sale.** Terms of the Agreement of Sale negotiated between Buyer and Seller will determine which items, if any, are included in the purchase of the Property.

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

Yes	No	Unk	N/A

Are you aware of any problems or repairs needed regarding any item in section 16? If "yes," explain: _____

17. LAND/SOILS

(A) **Property**

1. Are you aware of any fill or expansive soil on the property? _____
2. Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth stability problems that have occurred on or affect the property? _____
3. Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the property, or have you received written notice of sewage sludge being spread on an adjacent property? _____

Yes	No	Unk	N/A

Seller's Initials _____ / **Date** _____ **SPD Page 6 of 9** **Buyer's Initials** _____ / **Date** _____

	Yes	No	Unk	N/A
351				
352				
353				
354				
355				
356				
357				
358				
359				
360				
361				
362	1			
363	2			
364	3			
365	4			
366				
367				
368				
369				
370				
371				
372				
373	1			
374	2			
375	3			
376	4			
377	5			
378				

4. Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations that might affect this property?

Note to Buyer: The property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence damage may occur and mine subsidence insurance are available through: Department of Environmental Protection, Mine Subsidence Insurance Fund, 25 Technology Drive, California Technology Park, Coal Center, PA 15423 (800) 922-1678 (within Pennsylvania) or (724) 769-1100 (outside Pennsylvania).

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

Is the property, or a portion of it, preferentially assessed for tax purposes, or subject to limited development rights under the:

1. Farmland and Forest Land Assessment Act - 72 P.S. §5490.1 et seq. (Clean and Green Program)
2. Open Space Act - 16 P.S. §11941 et seq.
3. Agricultural Area Security Law - 3 P.S. §901 et seq. (Development Rights)
4. Any other law/program:

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

(C) **Property Rights**

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

1. Timber
2. Coal
3. Oil
4. Natural gas
5. Other minerals or rights (such as farming rights, hunting rights, quarrying rights) Explain:

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

Explain any "yes" answers in section 17: _____

18. FLOODING, DRAINAGE AND BOUNDARIES

(A) **Flooding/Drainage**

1. Is any part of this property located in a wetlands area?
2. Is the property, or any part of it, designated a Special Flood Hazard Area (SFHA)?
3. Do you maintain flood insurance on this property?
4. Are you aware of any past or present drainage or flooding problems affecting the property?
5. Are you aware of any drainage or flooding mitigation on the property?
6. Are you aware of the presence on the property of any man-made feature that temporarily or permanently conveys or manages storm water, including any basin, pond, ditch, drain, swale, culvert, pipe or other feature?
7. If "yes", are you responsible for maintaining or repairing that feature which conveys or manages storm water for the property?

Explain any "yes" answers in section 18(A), including dates and extent of flooding and the condition of any man-made storm water management features: _____

(B) **Boundaries**

1. Are you aware of any encroachments, boundary line disputes, or easements affecting the property?

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.

2. Do you access the property from a private road or lane?
3. If "yes," do you have a recorded right of way or maintenance agreement?
4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements?

19. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

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

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

***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**

- Are you aware of any tests for radon gas that have been performed in any buildings on the property? If "yes," list date, type, and results of all tests below:

	First Test	Second Test
Date		
Type of Test		
Results (picocuries/liter)		
Name of Testing Service		

- Are you aware of any radon removal system on the property? If "yes," list date installed and type of system, and whether it is in working order below:

Date Installed	Type of System	Provider	Working?

(C) **Lead Paint**
If 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.

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?

(D) **Tanks**

1. Are you aware of any existing or removed underground tanks? Size: _____
2. If "yes," have any tanks been removed during your ownership?

(E) **Dumping.** Are you aware of any dumping on the property?

(F) **Other**

1. Are you aware of any existing hazardous substances on the property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?
2. Have you received written notice regarding the presence of an environmental hazard or bio-hazard on your property or any adjacent property?
3. Are you aware of testing on the property for any other hazardous substances or environmental concerns?
4. Are you aware of any other hazardous substances or environmental concerns that might impact upon the property?

Explain any "yes" answers in section 19: _____

20. MISCELLANEOUS

(A) **Deeds, Restrictions and Title**

1. Are you aware of any deed restrictions that apply to the property?
2. Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the property?
3. Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the property?

	Yes	No	Unk	N/A
1				
2				
3				
1				
2				
1				

(B) Financial

1. Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances or other use restriction ordinances that remain uncorrected?
2. Are you aware of any mortgage, judgment, encumbrance, lien, overdue payment on a support obligation, or other debt against this property or Seller that cannot be satisfied by the proceeds of this sale?
3. Are you aware of any insurance claims filed relating to the property?

(C) Legal

1. Are you aware of any violations of federal, state, or local laws or regulations relating to this property?
2. Are you aware of any existing or threatened legal action affecting the property?

(D) Additional Material Defects

1. Are you aware of any material defects to the property, dwelling, or fixtures which are not disclosed elsewhere on this form?

Note to Buyer: A material defect 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 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 of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

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

Explain any "yes" answers in section 20: _____

21. ATTACHMENTS

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

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

The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the property and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. Seller shall cause Buyer to be notified in writing of any information supplied on this form which is rendered inaccurate by a change in the condition of the property following completion of this form.

SELLER _____ **DATE** _____

SELLER _____ **DATE** _____

SELLER _____ **DATE** _____

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

The undersigned Buyer acknowledges receipt of this Disclosure Statement. Buyer acknowledges that this Statement is not a warranty and that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It is Buyer's responsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be inspected, at Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

BUYER _____ **DATE** _____

BUYER _____ **DATE** _____

BUYER _____ **DATE** _____

INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

Generally speaking, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved. The Law defines a number of exceptions where the disclosures do not have to be made:

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

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

Seller's Initials _____ / _____ Date _____ SPD Notices 1 of 1 Buyer's Initials _____ / _____ 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.

- 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.**

I acknowledge that I have received this disclosure.

Date: _____

(Consumer's Printed Name)

(Consumer's Signature)

Date: _____

Template

RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FORM

LPD

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

THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978

1	PROPERTY _____
2	SELLER _____
3	LEAD WARNING STATEMENT
4	Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that
5	such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poi-
6	soning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced
7	intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.
8	The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint
9	hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint haz-
10	ards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.
11	SELLER'S DISCLOSURE
12	_____/_____ Seller has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.
13	_____/_____ Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide
14	the basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and
15	other available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)
16	SELLER'S RECORDS/REPORTS
17	_____/_____ Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.
18	_____/_____ Seller has provided Buyer with all available records and reports regarding lead-based paint and/or lead-based paint hazards in
19	or about the Property. (List documents): _____
20	_____
21	Seller certifies that to the best of Seller's knowledge the above statements are true and accurate.
22	SELLER _____ DATE _____
23	SELLER _____ DATE _____
24	SELLER _____ DATE _____
25	AGENT ACKNOWLEDGEMENT AND CERTIFICATION
26	_____ Agent/Licensee represents that Agent has informed Seller of Seller's obligations under the Residential Lead-Based-Paint
27	Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure compliance.
28	The following have reviewed the information above and certify that the Agent statements are true to the best of their knowledge and belief.
29	Seller Agent and Buyer Agent must both sign this form.
30	BROKER FOR SELLER (Company Name) <u>RE/MAX Main Line</u>
31	LICENSEE SIGNATURE _____ DATE _____
32	BROKER FOR BUYER (Company Name) _____
33	LICENSEE SIGNATURE _____ DATE _____
34	BUYER _____
35	DATE OF AGREEMENT _____
36	BUYER'S ACKNOWLEDGMENT
37	_____/_____ Buyer has received the pamphlet <i>Protect Your Family from Lead in Your Home</i> and has read the Lead Warning Statement.
38	_____/_____ Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards and has received the records
39	and reports regarding lead-based paint and/or lead-based paint hazards identified above.
40	Buyer certifies that to the best of Seller's knowledge the above statements are true and accurate.
41	BUYER _____ DATE _____
42	BUYER _____ DATE _____
43	BUYER _____ DATE _____



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04/14