

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

1 **BROKER** _____
 2 **PROPERTY** _____
 3 **BUYER** _____
 4 **SELLER** _____
 5 **DATE OF AGREEMENT** _____

6 **1. PURPOSE**

7 The Real Estate Licensing and Registration Act requires that brokers disclose specific information in a sales agreement in the
8 manner and method established by the State Real Estate Commission. This Addendum has been prepared to assure Broker's
9 compliance with the Act and the Rules and Regulations of the Commission.
10

11 **2. CONSUMER NOTICE AND BUSINESS RELATIONSHIP**

12 (A) Buyer and Seller have received and understand the Consumer Notice adopted by the State Real Estate Commission at 49 Pa.
13 Code §35.336. The definitions of business relationships and the duties required of licensees as set forth in the Notice are
14 incorporated here as though written in their entirety.

15 (B) Broker's relationship with Seller is as: Agent for Seller Agent for Buyer Transaction Licensee.
16 Broker's relationship with Buyer is as: Agent for Seller Agent for Buyer Transaction Licensee.

17 Where Broker is acting both as Agent for Seller and Agent for Buyer, Broker is a dual agent.

18 (C) Seller and Buyer agree that Broker has provided services in a manner consistent with the description of services and duties
19 identified in the Consumer Notice.
20

21 **3. ZONING CLASSIFICATION**

22 Failure of the Agreement of Sale to contain the zoning classification (except in cases where the property (and each parcel thereof,
23 if subdividable) is zoned solely or primarily to permit single family dwellings) will render the Agreement voidable at Buyer's
24 option, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

25 **Zoning Classification:** _____
26

27 **4. HIGHWAY OCCUPANCY PERMIT**

28 Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of
29 Transportation.
30

31 **5. RELEASE**

32 **Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any**
33 **OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or**
34 **through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property**
35 **damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other**
36 **wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects**
37 **in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or condi-**
38 **tions on the Property. Should Seller be in default under the terms of this Agreement, or in violation of any seller disclosure**
39 **law or regulation, this release does not deprive Buyer of any right to pursue any remedies that may be available under law**
40 **or equity. This release will survive settlement.**
41

42 **6. REPRESENTATIONS (09-05)**

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

48 (B) **Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal prop-**
49 **erty specifically listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase**
50 **the Property IN ITS PRESENT CONDITION. Buyer acknowledges that Brokers, their licensees, employees, officers or**
51 **partners have not made an independent examination or determination of the structural soundness of the Property, the**
52 **age or condition of the components, environmental conditions, the permitted uses or of conditions existing in the locale**
53 **where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.**

54 (C) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.
55

56 **Buyer Initials:** _____ **BDA Page 1 of 2** **Seller Initials:** _____

57 **7. DEPOSITS (9-05)**

58 (A) Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for
59 Seller (unless otherwise stated here), _____, who
60 will retain deposits in an escrow account until consummation or termination of this Agreement in conformity with all applic-
61 able laws and regulations. Any check tendered as deposit monies may be held uncashed pending the acceptance of this
62 Agreement.

63 (B) If there is a dispute over entitlement to deposit monies, a broker is not legally permitted to determine if a breach occurred or
64 which party is entitled to deposit monies. A broker holding the deposit monies is required by the Rules and Regulations of the
65 State Real Estate Commission to retain the monies in escrow until the dispute is resolved. In the event of litigation over deposit
66 monies, a broker will distribute the monies according to the terms of a final order of court or a written agreement of the parties.
67 Buyer and Seller agree that, if any broker or affiliated licensee is joined in litigation regarding deposit monies, the attorneys'
68 fees and costs of the broker(s) and licensee(s) will be paid by the party joining them.
69

70 **8. REAL ESTATE RECOVERY FUND**

71 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real
72 estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judg-
73 ment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658 or (800) 822-2113
74 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).
75

76 **9. RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT NOTICE (Required for properties built before 1978)**

77 **Lead-Based Paint Hazards Disclosure Requirements:** The Residential Lead-Based Paint Hazard Reduction Act requires any
78 seller of property built before 1978 to provide the buyer with an EPA-approved lead hazards information pamphlet titled *Protect*
79 *Your Family from Lead in Your Home* and to disclose to the buyer and the broker(s) the known presence of lead-based paint and/or
80 lead-based paint hazards in or on the property being sold, along with the basis used for determining that the hazards exist, the loca-
81 tion of the hazards, and the condition of painted surfaces. Any seller of a pre-1978 structure must also provide the buyer with any
82 records or reports available to the seller regarding lead-based paint and/or lead-based paint hazards in or about the property being
83 sold, the common areas, or other residential dwellings in multi-family housing. Before a buyer is obligated to purchase any hous-
84 ing constructed prior to 1978, the Act requires the seller to give the buyer 10 days (unless buyer and seller agree in writing to
85 another time period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
86 The opportunity to conduct a risk assessment or inspection may be waived by the buyer, in writing. Neither testing nor abatement
87 is required of the seller. Housing built in 1978 or later is not subject to the Act.
88

<input type="checkbox"/>	NOT APPLICABLE. Property was built in 1978 or later.
<input type="checkbox"/>	APPLICABLE. Property was built before 1978. Broker must attach the Lead-Based Paint Hazards Disclosure and Inspection Contingency Addendum (PAR Form LPA) or another acceptable form with the information required by the Act, and provide Buyer the pamphlet <i>Protect Your Family from Lead in Your Home</i>. Buyer(s) must initial below that they have received both documents:
→	Lead-Based Paint Hazards Disclosure and Inspection Contingency Addendum (attached as part of this Agreement).
→	<i>Protect Your Family from Lead in Your Home</i>

99 **10. GOVERNING LAW, VENUE & PERSONAL JURISDICTION**

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

102 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Addendum or its performance
103 by either party shall be decided exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.
104
105

106 **All other terms and conditions of the Agreement of Sale remain unchanged and in full effect.**

108	WITNESS _____	BUYER _____	DATE _____
109	WITNESS _____	BUYER _____	DATE _____
110	WITNESS _____	BUYER _____	DATE _____
111	WITNESS _____	SELLER _____	DATE _____
112	WITNESS _____	SELLER _____	DATE _____
113	WITNESS _____	SELLER _____	DATE _____