

STANDARD AGREEMENT FOR THE SALE OF A  
MOBILE/MANUFACTURED HOME, REAL PROPERTY NOT INCLUDED

A/S-MH

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

SELLER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

BROKER (Company) \_\_\_\_\_ PHONE \_\_\_\_\_  
ADDRESS \_\_\_\_\_ FAX \_\_\_\_\_  
BROKER IS THE AGENT FOR SELLER. Designated Agent(s) for Seller, if applicable: \_\_\_\_\_  
OR  
Broker is NOT the Agent for Seller and is a/an:  AGENT FOR BUYER  TRANSACTION LICENSEE

BUYER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

BROKER (Company) \_\_\_\_\_ PHONE \_\_\_\_\_  
ADDRESS \_\_\_\_\_ FAX \_\_\_\_\_  
BROKER IS THE AGENT FOR BUYER. Designated Agent(s) for Buyer, if applicable: \_\_\_\_\_  
OR  
Broker is NOT the Agent for Buyer and is a/an:  AGENT FOR SELLER  SUBAGENT FOR SELLER  TRANSACTION LICENSEE

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

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

\_\_\_\_\_

3 called "Seller," and BUYER(S):

\_\_\_\_\_

4 called "Buyer."

5 2. PROPERTY (5-01) Seller agrees to sell and convey to Buyer, who agrees to buy the following mobile/manufactured home and  
6 accessory structures, called "Property":

7 Manufacturer \_\_\_\_\_ Model \_\_\_\_\_ Model Year \_\_\_\_\_ Serial/VIN # \_\_\_\_\_  
8 Address, including lot number \_\_\_\_\_  
9 \_\_\_\_\_

10 in the \_\_\_\_\_ of \_\_\_\_\_,  
11 County of \_\_\_\_\_ in the Commonwealth of  
12 Pennsylvania, Zip Code \_\_\_\_\_  
13 Tax Assessment # \_\_\_\_\_ Park Name \_\_\_\_\_

14 3. TERMS (5-01)

15 (A) Purchase Price \_\_\_\_\_ U.S. Dollars  
16 \_\_\_\_\_

17 which will be paid to Seller by Buyer as follows:

18 (1) Cash or check at signing this Agreement: \_\_\_\_\_ \$ \_\_\_\_\_

19 (2) Cash or check within \_\_\_\_\_ days of the execution of this Agreement: \_\_\_\_\_ \$ \_\_\_\_\_

20 (3) \_\_\_\_\_ \$ \_\_\_\_\_

21 (4) Cash, cashier's or certified check at time of settlement: \_\_\_\_\_ \$ \_\_\_\_\_

22 TOTAL \$ \_\_\_\_\_

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

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

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

27 (E) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable:  
28 taxes (see Notice Regarding State and Local Taxes); rents; interest on loan assumptions; water and/or sewer fees, if any; refuse  
29 fees; cable television fees; and other similar charges. The charges are to be pro-rated for the period(s) covered: Seller will pay up to  
30 and including the date of settlement; Buyer will pay for all days following settlement, unless otherwise stated here:  
31 \_\_\_\_\_

32 4. FIXTURES AND PERSONAL PROPERTY (5-01)

PREPARED BY: Jess Rahn, staff

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

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Seller(s) \_\_\_\_\_

- 33 (A) INCLUDED in this sale and purchase price are all existing items permanently installed in the Property, free of liens. Also included:
- |  |   |
|--|---|
| 34 <input type="checkbox"/> built-in appliances  | <input type="checkbox"/> wall to wall carpeting                                     |
| 35 <input type="checkbox"/> refrigerator   | <input type="checkbox"/> lighting fixtures (including chandeliers and ceiling fans) |
| 36 <input type="checkbox"/> washer   | <input type="checkbox"/> water treatment systems                                    |
| 37 <input type="checkbox"/> dryer  | <input type="checkbox"/> television antennas and/or satellite dishes                |
| 38 <input type="checkbox"/> range/oven   | <input type="checkbox"/> shrubbery, plantings and unpotted trees                    |
| 39 <input type="checkbox"/> air conditioners   | <input type="checkbox"/> shed(s)  |
| 40 <input type="checkbox"/> window coverings hardware, shades, blinds  | <input type="checkbox"/> skirting   |
| 41 <input type="checkbox"/> existing storm windows and doors   | <input type="checkbox"/> steps  |
| 42 <input type="checkbox"/> existing screens   |   |
| 43 <input type="checkbox"/> any remaining heating and cooking fuels owned by Seller and servicing the Property at the time of settlement |   |
| 44 <input type="checkbox"/> _____  | <input type="checkbox"/> _____  |
| 45 <input type="checkbox"/> _____  | <input type="checkbox"/> _____  |
| 46 <input type="checkbox"/> _____  | <input type="checkbox"/> _____  |

- 47 (B) LEASED items (items not owned by Seller):
- |   |                                |
|---|--------------------------------|
| 48 <input type="checkbox"/> water treatment systems | <input type="checkbox"/> _____ |
| 49 <input type="checkbox"/> heating fuel tank(s)    | <input type="checkbox"/> _____ |
| 50 <input type="checkbox"/> cooking fuel tank(s)    | <input type="checkbox"/> _____ |

51 (C) EXCLUDED fixtures and items:

52 \_\_\_\_\_

53 **5. LOT (5-01)**

- 54 (A) Within 5 days of the execution of this Agreement, Buyer will submit a completed lot rental application to the mobile home park owner or  
 55 his authorized agent, if applicable, otherwise to the owner of the land on which the Property is located (called "Lot Owner"). **This**  
 56 **Agreement is subject to the approval of Buyer's application by Lot Owner.**
- 57 Owner/Manager \_\_\_\_\_
- 58 Address \_\_\_\_\_
- 59 Phone/Fax number(s) \_\_\_\_\_
- 60 (B) Within 5 days of Buyer's application, Buyer will notify Broker for Buyer, or if unavailable, Broker for Seller, of Lot Owner's decision to  
 61 accept or reject Buyer's lot rental application.
- 62 (C) If Buyer's application is rejected, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this  
 63 Agreement will be VOID.
- 64 (D) Current monthly lot rental fee: \$ \_\_\_\_\_
- 65 Additional services covered by the rental fee:
- |                                   |   |
|-----------------------------------|---|
| 66 <input type="checkbox"/> Water | <input type="checkbox"/> Sewer            |
| 67 <input type="checkbox"/> Trash | <input type="checkbox"/> Cable television |
| 68 <input type="checkbox"/> _____ | <input type="checkbox"/> _____            |

69 **6. SPECIAL CLAUSES (5-01)**

- 70 (A) **The following are part of this Agreement if checked:**
- |   |   |
|---|---|
| 71 <input type="checkbox"/> Sale & Settlement of Other Property<br>Contingency Addendum (PAR Form 130/SSP)  | <input type="checkbox"/> Settlement of Other Property Contingency Addendum (PAR Form 133/SOP) |
| 73 <input type="checkbox"/> Sale & Settlement of Other Property Contingency<br>with Right to Continue Marketing Addendum<br>(PAR Form 131/SSP-CM) | <input type="checkbox"/> Tenant-Occupied Property Addendum (PAR Form TOP)                     |
|   | <input type="checkbox"/> _____  |
|   | <input type="checkbox"/> _____  |

77 (B) **SPECIAL PROVISIONS (IF ANY):**

78 \_\_\_\_\_

79 **7. DATES/TIME IS OF THE ESSENCE (5-01)**

- 80 (A) The said date for settlement and all other dates and times referred to for the performance of any of the obligations of this Agreement are  
 81 hereby agreed to be of the essence of this Agreement and are binding.
- 82 (B) For the purposes of this Agreement, number of days will be counted from the date of execution, by excluding the day this Agreement  
 83 was executed and including the last day of the time period.
- 84 (C) The date of settlement is not extended by any other provision of this Agreement and may only be extended by mutual written  
 85 agreement of the parties.

86 **8. FINANCING CONTINGENCY (5-01)**

- 87  WAIVED. This sale is **NOT** contingent on loan financing.
- 88  ELECTED
- 89 (A) This sale is contingent upon Buyer obtaining loan financing as follows:
- 90 1. Amount of loan \$ \_\_\_\_\_
- 91 2. Minimum Term \_\_\_\_\_ years

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- 92 3. **Buyer agrees to accept the interest rate as may be committed by the lender**, not to exceed a maximum interest rate of  
 93 \_\_\_\_\_%. Buyer gives Seller the right, at Seller's sole option and as permitted by the lender and applicable laws, to  
 94 contribute financially, without promise of reimbursement, to the Buyer and/or lender to make the above terms available to  
 95 Buyer.
- 96 (B) Within 10 days of the execution of this Agreement, Buyer will make a completed written loan application to a responsible lender  
 97 according to the terms above. **The Broker for Buyer, if any, otherwise the Broker for Seller, is authorized to communicate with**  
 98 **the lender for the purposes of assisting in the loan process.**
- 99 (C) 1. **Loan commitment date:** \_\_\_\_\_ .  
 100 2. Upon notification of a loan commitment, Buyer will promptly deliver a copy of the notification to Seller. Seller has the option to  
 101 terminate this Agreement in writing, on or after the loan commitment date, if the commitment:  
 102 a. Is not received by the loan commitment date, OR  
 103 b. Is not valid until the date of settlement, OR  
 104 c. Is conditioned upon the **sale and settlement of any other property**, OR  
 105 d. Contains any other condition not specified in this Agreement.
- 106 3. Buyer has the option to terminate this Agreement in writing if a loan is not obtained by, or valid until, the date of settlement.  
 107 4. If Buyer has not been approved for a loan, or if this Agreement is terminated as specified in paragraphs 8 (C) (2) or (3), all deposit  
 108 monies paid on account of purchase price will be returned to Buyer. Buyer will be responsible for any premiums for flood  
 109 insurance and/or fire insurance with extended coverage, or cancellation fee, if any, AND/OR appraisal fees and charges paid in  
 110 advance to lender.
- 111 (D) **Seller Assist**  
 112  NOT APPLICABLE  
 113  APPLICABLE. Seller will pay:  
 114  \$ \_\_\_\_\_, maximum, toward Buyer's costs as permitted by the lender.  
 115  \_\_\_\_\_

116 **9. INSPECTIONS (1-98)**

- 117 (A) Seller hereby agrees to permit inspections by authorized appraisers, reputable certifiers, insurer's representatives, surveyors, municipal  
 118 officials and/or Buyer as may be required by the lender, if any, or insuring agencies. Seller further agrees to permit any other  
 119 inspections required by or provided for in the terms of this Agreement.
- 120 (B) Buyer reserves the right to make a pre-settlement walk-through inspection of the Property. Buyer's right to make this inspection is not  
 121 waived by any other provision of this Agreement.
- 122 (C) Seller will have heating and all utilities (including fuel(s)) on for the inspections.

123 **10. PROPERTY INSPECTION CONTINGENCY (5-01)**

- 124 Other provisions of this Agreement may provide for inspections and/or certifications that are not waived or altered by Buyer's election here.
- 125  **WAIVED.** Buyer understands that Buyer has the option to request inspections of the Property (see Property Inspection Notices).  
 126 **BUYER WAIVES THIS OPTION** and agrees to the **RELEASE** set forth in paragraph 23 of this Agreement.
- 127  **ELECTED**
- 128 (A) Within \_\_\_\_\_ days of the execution of this Agreement, Buyer, at Buyer's expense, may choose to have inspections and/or  
 129 certifications completed by licensed or otherwise qualified professionals (see Property Inspection Notices).
- 130 (B) Should Buyer elect to have a home inspection of the Property, as defined in the Pennsylvania Home Inspection Law, (see Pennsylvania  
 131 Home Inspection Law Notice) such home inspection shall be performed by a full member in good standing of a national home inspection  
 132 association, or by a person supervised by a full member of a national home inspection association, in accordance with the ethical  
 133 standards and code of conduct or practice of that association.
- 134 (C) If Buyer is not satisfied with the condition of the Property as stated in any written report, Buyer will, **within the time given for**  
 135 **completing inspections:**  
 136 1. Accept the Property with the information stated in the report(s) and agree to the **RELEASE** set forth in paragraph 23 of this  
 137 Agreement, OR  
 138 2. Terminate the Agreement in writing by notice to Seller **within the time given for completing inspections**, in which case all  
 139 deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be **VOID**, OR  
 140 3. Enter into a mutually acceptable written agreement with Seller providing for any repairs or improvements to the Property and/or any  
 141 credit to Buyer at settlement, as may be acceptable to the lender, if any.  
 142 Should efforts to reach a mutually acceptable agreement fail, Buyer must choose to accept the Property or terminate this  
 143 Agreement **within the time given for completing inspections.**

144 **11. WOOD INFESTATION CONTINGENCY (5-01)**

- 145  **WAIVED.** Buyer understands that Buyer has the option to request that the Property be inspected for wood infestation by a certified Pest  
 146 Control Operator. **BUYER WAIVES THIS OPTION** and agrees to the **RELEASE** set forth in paragraph 23 of this Agreement.
- 147  **ELECTED**
- 148 (A) Within \_\_\_\_\_ days of the execution of this Agreement, Buyer, at Buyer's expense, will obtain a written "Wood-Destroying Insect  
 149 Infestation Inspection Report" from a certified Pest Control Operator and will deliver it and all supporting documents and drawings  
 150 provided by the Pest Control Operator to Seller. The report is to be made satisfactory to and in compliance with applicable laws and  
 151 lender, and/or Federal Insuring and Guaranteeing Agency requirements, if any. The inspection will include all readily visible and  
 152 accessible areas of all structures on the Lot except the following structures, which will not be inspected:  
 153 \_\_\_\_\_
- 154 (B) If the inspection reveals evidence of active infestation(s), Seller agrees, at Seller's expense and before settlement, to treat for active  
 155 infestation(s), in accordance with applicable laws, subject to approval of Lot Owner. If Lot Owner refuses to approve of a treatment

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

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 Seller(s) \_\_\_\_\_

- 156 plan that is mutually acceptable to Buyer and Seller, Buyer may, within 5 days of learning of such refusal, terminate this Agreement,  
 157 in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.  
 158 (C) If the inspection reveals damage from active infestation(s) or previous infestation(s), Buyer, at Buyer's expense, has the option to obtain  
 159 a written report by a professional contractor, home inspection service, or structural engineer that is limited to structural damage to  
 160 the Property caused by wood-destroying organisms and a proposal to repair the damage. Buyer will deliver the structural damage report  
 161 and corrective proposal to Seller, within \_\_\_\_\_ days of delivering the inspection report.  
 162 (D) Within 5 days of receiving the structural damage report and corrective proposal, Seller will advise Buyer whether Seller will repair, at  
 163 Seller's expense and before settlement, any structural damage from active or previous infestation(s).  
 164 (E) If Seller chooses to repair structural damage revealed by the report, Buyer agrees to accept the Property as repaired and agrees to the  
 165 RELEASE set forth in paragraph 23 of this Agreement.  
 166 (F) If Seller chooses not to repair structural damage revealed by the report **or fails to respond within the time given**, Buyer, within 5  
 167 days of receiving Seller's notice, will notify Seller in writing of Buyer's choice to:  
 168 1. Accept the Property with the defects revealed by the inspection, without abatement of price and agree to the RELEASE set forth  
 169 in paragraph 23 of this Agreement, OR  
 170 2. Make the repairs before settlement, if required by the lender, if any, at Buyer's expense and with Seller's permission, which will  
 171 not be unreasonably withheld, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 23 of  
 172 this Agreement. If Seller denies Buyer permission to make the repairs, Buyer may, within 5 days of Seller's denial, terminate this  
 173 Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this  
 174 Agreement will be VOID, OR  
 175 3. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer  
 176 and this Agreement will be VOID.

177 **12. RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT NOTICE REQUIRED FOR PROPERTIES BUILT**  
 178 **BEFORE 1978 (5-01)**

- 179  NOT APPLICABLE  
 180  APPLICABLE  
 181 (A) **Seller represents that** Seller has no knowledge concerning the presence of lead-based paint and/or lead-based paint hazards in or  
 182 about the Property, unless checked below.  
 183  Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the basis  
 184 for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other available  
 185 information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)

- 187 (B) **Records/Reports:** Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or about the  
 188 Property, unless checked below.  
 189  Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in or about  
 190 the Property. (List documents)

- 192 (C) **Buyer's Acknowledgement:**  
 193 Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement contained  
 194 in this Agreement (See Lead-Based Paint Notices). Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based  
 195 paint hazards, as identified in paragraph 12(A) and has received the records and reports, if any, pertaining to lead-based paint and/or  
 196 lead-based paint hazards identified in paragraph 12(B).

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

- 198 (D) **RISK ASSESSMENT/INSPECTION:** Buyer acknowledges that before Buyer is obligated to buy a residential dwelling built before  
 199 1978, Buyer has a 10 day period (unless Buyer and Seller agree in writing to a different period of time) to conduct a risk assessment  
 200 or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards.  
 201  WAIVED. Buyer understands that Buyer has the right to conduct a risk assessment or inspection of the Property to determine the  
 202 presence of lead-based paint and/or lead-based paint hazards. BUYER WAIVES THIS RIGHT and agrees to the RELEASE set forth  
 203 in paragraph 23 of this Agreement.  
 204  ELECTED  
 205 1. Buyer, at Buyer's expense, chooses to obtain a risk assessment and/or inspection of the Property for lead-based paint and/or  
 206 lead-based paint hazards. The risk assessment and/or inspection will be completed within \_\_\_\_\_ days (10 days if not  
 207 specified) of the execution of this Agreement.  
 208 2. **Within the time set forth above for obtaining the risk assessment and/or inspection of the Property for lead-based paint**  
 209 **and/or lead-based paint hazards, Buyer may deliver to Seller** a written list of the specific hazardous conditions cited in the  
 210 report and those corrections requested by Buyer, along with a copy of the risk assessment and/or inspection report.  
 211 3. Seller may, within \_\_\_\_\_ days of receiving the list and report(s), submit a written corrective proposal to Buyer. The  
 212 corrective proposal will include, but not be limited to, the name of the remediation company and a completion date for corrective  
 213 measures. Seller will provide certification from a risk assessor or inspector that corrective measures have been made satisfactorily  
 214 on or before the completion date.  
 215 4. Upon receiving the corrective proposal, Buyer, within 5 days, will:  
 216 a. Accept the corrective proposal and the Property in writing, and agree to the RELEASE set forth in paragraph 23 of this Agreement,  
 217 OR  
 218 b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned  
 219 promptly to Buyer and this Agreement will be VOID.  
 220 5. **Should Seller fail to submit a written corrective proposal within the time set forth** in paragraph 12(D)3. of this Agreement,

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

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 Seller(s) \_\_\_\_\_

- 221 then Buyer, within 5 days, will:
- 222 a. Accept the Property in writing, and agree to the RELEASE set forth in paragraph 23 of this Agreement, OR
- 223 b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned
- 224 promptly to Buyer and this Agreement will be VOID.
- 225 6. **Buyer's failure to exercise any of Buyer's options within the time limits specified in this paragraph will constitute a**
- 226 **WAIVER of this contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 23 of**
- 227 **this Agreement.**
- 228 (E) **Certification:** By signing this Agreement, Buyer and Seller certify the accuracy of their respective statements, to the best of their
- 229 knowledge.

230 **13. STATUS OF WATER (5-01)**

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

- 232  Public water
- 233  On-site water
- 234  Community Water
- 235  None
- 236

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

238  WAIVED. Buyer acknowledges that Buyer has the option to request an inspection of the water service for the Property. BUYER

239 WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 23 of this Agreement.

240  ELECTED

- 241 1. Buyer has the option, within \_\_\_\_\_ days of the execution of this Agreement and at Buyer's expense, to deliver to Seller
- 242 a written inspection report by a qualified, professional water testing company of the quality and/or quantity of the water service.
- 243 2. If the report reveals that the water service does not meet the minimum standards of any applicable governmental authority
- 244 and/or fails to satisfy the requirements for quality and/or quantity set by the lender, if any, Seller will promptly notify Lot Owner
- 245 of the results of the inspection report, and Seller, within \_\_\_\_\_ days of receipt of the report, will notify Buyer in writing
- 246 of the Lot Owner's choice to:
- 247 a. Upgrade the water service to the minimum acceptable levels, before settlement, in which case Buyer accepts the Property and
- 248 agrees to the RELEASE set forth in paragraph 23 of this Agreement, OR
- 249 b. Not upgrade the water service.
- 250 3. If the Lot Owner chooses not to upgrade the service to minimum acceptable levels, **or if Seller fails to respond within the time**
- 251 **given,** Buyer may terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned
- 252 promptly to Buyer and this Agreement will be VOID.

253 **14. STATUS OF SEWER (5-01)**

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

- 255  Public Sewer
- 256  Individual On-lot Sewage Disposal System
- 257  Individual On-Lot Sewage Disposal System in Proximity to Well (See Sewage Notice)
- 258  Community Sewage Disposal System
- 259  Holding Tank

260 (B) Seller has no knowledge of sewer-related problems, except as follows:

261 \_\_\_\_\_

262 **15. NOTICES, ASSESSMENTS & CERTIFICATES OF OCCUPANCY (1-00)**

263 (A) Seller represents that as of Seller's execution of this Agreement, no notice by any government or public authority has

264 been served upon Seller or anyone on the Seller's behalf, including notices relating to violations of zoning, housing, building, safety

265 or fire ordinances which remain uncorrected, and that Seller knows of no condition that would constitute violation of any such

266 ordinances which remains uncorrected, unless otherwise specified here:

267 \_\_\_\_\_

268 (B) Seller knows of no other potential notices (including violations) and assessments except as follows:

269 \_\_\_\_\_

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

271 (D) If required by law, within \_\_\_\_\_ days of the execution of this Agreement, Seller will order for delivery to Buyer on or before

272 settlement:

- 273 1. A certification from the appropriate municipal department or departments disclosing notice of any uncorrected violation of
- 274 zoning, housing, building, safety or fire ordinances, AND/OR
- 275 2. A certificate permitting occupancy of the Property. In the event repairs/improvements are required for the issuance of the
- 276 certificate, Seller will, within 5 days of Seller's receipt of the requirements, notify Buyer of the requirements and whether Seller
- 277 will make the required repairs/improvements at Seller's expense.

278 If Seller chooses to make the required repairs/improvements, Buyer agrees to accept the Property as repaired and agrees to the

279 RELEASE set forth in paragraph 23 of this Agreement. If Seller chooses not to make the required repairs/improvements, Buyer will,

280 within 5 days, notify Seller in writing of Buyer's choice to terminate this Agreement OR make the repairs/improvements at Buyer's

281 expense and with Seller's permission, which will not be unreasonably withheld. If Seller denies Buyer permission to make the required

282 repairs, Buyer may, within 5 days of Seller's denial, terminate this Agreement, in which case all deposit monies paid on account of

283 purchase price will be returned promptly to Buyer and this Agreement will be VOID.

284 **16. TITLE AND COSTS (5-01)**

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

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Seller(s) \_\_\_\_\_

- 285 (A) The Property is to be conveyed free and clear of all liens and encumbrances.  
286 (B) Buyer will pay for the following:  
287 1. Flood insurance and/or fire insurance with extended coverage, or cancellation fee, if any;  
288 2. Appraisal fees and charges paid in advance to lender, if any;  
289 3. Buyer's customary settlement costs.

290 **17. ZONING CLASSIFICATION (5-01)**

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

294 **Zoning Classification:** \_\_\_\_\_

295 **18. POSSESSION (5-01)**

- 296 (A) Possession is to be delivered by title, keys and:  
297 1. Physical possession to a vacant Property free of debris, with all structures broom clean, at day and time of settlement, AND/OR  
298 2. Assignment of existing lease(s), together with any security deposits and interest, at time of settlement, if Property is leased at the  
299 execution of this Agreement or unless otherwise specified herein. Buyer will acknowledge existing lease(s) by initialing said  
300 lease(s) at time of execution of this Agreement.  
301 (B) Seller will not enter into any new leases, written extension of existing leases, if any, or additional leases for the Property without the  
302 written consent of Buyer.

303 **19. ASSIGNMENT (1-00)** This Agreement will be binding upon the parties, their respective heirs, personal representatives, guardians and  
304 successors, and, to the extent assignable, on the assigns of the parties hereto, it being expressly understood, however, that Buyer will  
305 not transfer or assign this Agreement without the written consent of Seller.

306 **20. DEPOSIT AND RECOVERY FUND (5-01)**

- 307 (A) Deposits paid by Buyer within 30 days of settlement will be by cashier's or certified check. Deposits, regardless of the form of  
308 payment and the person designated as payee, will be paid in U.S. Dollars to Broker or party identified in paragraph 3(B), who will  
309 retain them in an escrow account until consummation or termination of this Agreement in conformity with all applicable laws and  
310 regulations. Any uncashed check tendered as deposit may be held pending the acceptance of this offer.  
311 (B) Upon termination of this Agreement, the Broker holding the deposit monies will release the deposit monies in accordance with the  
312 terms of a fully executed written agreement between Buyer and Seller.  
313 (C) In the event of a dispute over entitlement to deposit monies, a broker holding the deposit is required by the Rules and Regulations of  
314 the State Real Estate Commission (49 Pa. Code §35.327) to retain the monies in escrow until the dispute is resolved. In the event of  
315 litigation for the return of deposit monies, a broker will distribute the monies as directed by a final order of court or the written  
316 Agreement of the parties. Buyer and Seller agree that, in the event broker or affiliated licensee is joined in litigation for the return  
317 of deposit monies, the attorneys' fees and costs of the broker(s) and licensee(s) will be paid by the party joining them.  
318 (D) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real  
319 estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the  
320 judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658, or  
321 (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

322 **21. MAINTENANCE AND RISK OF LOSS (1-00)**

- 323 (A) Seller will maintain the Property, fixtures and any personal property specifically scheduled herein in its present condition, normal wear  
324 and tear excepted.  
325 (B) In the event any system or appliance included in the sale of the Property fails and Seller does not repair or replace the item, Seller will  
326 promptly notify Buyer in writing of Seller's choice to:  
327 1. Repair or replace the failed system or appliance before settlement or credit Buyer at settlement for the fair market value of the  
328 failed system or appliance (this option must be acceptable to the lender, if any). In each case, Buyer accepts the Property and agrees  
329 to the RELEASE set forth in paragraph 23 of this Agreement, OR  
330 2. Make no repairs or replacements, and not credit Buyer at settlement for the fair market value of the failed system or appliance,  
331 in which case Buyer will notify Seller in writing within 5 days or before settlement, whichever is sooner, that Buyer will:  
332 a. Accept the Property and agree to the RELEASE set forth in paragraph 23 of this Agreement, OR  
333 b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to  
334 Buyer and this Agreement will be VOID.  
335 (C) Seller will bear risk of loss from fire or other casualties until time of settlement. In the event of damage by fire or other casualties to  
336 any property included in this sale that is not repaired or replaced prior to settlement, Buyer will have the option of rescinding this  
337 Agreement and promptly receiving all monies paid on account of purchase price or of accepting the Property in its then condition  
338 together with the proceeds of any insurance recovery obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's  
339 equitable interest in this Property as of the time of execution of this Agreement.

340 **22. WAIVER OF CONTINGENCIES (1-00)**

341 In the event this Agreement is contingent on Buyer's right to inspect and/or repair the Property, **Buyer's failure to exercise any of Buyer's**  
342 **options within the time limits specified in the contingency provision(s) will constitute a WAIVER of that contingency and Buyer**  
343 **accepts the Property and agrees to the RELEASE set forth in paragraph 23 of this Agreement.**

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

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351 **24. REPRESENTATIONS (5-01)**

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

367 **25. DEFAULT (5-01)**

368 Should Buyer:

- 369 (A) Fail to make any additional payments as specified in paragraph 3; OR  
370 (B) Furnish false or incomplete information to Seller, Broker for Seller, Broker for Buyer, or the lender, if any, concerning the Buyer's legal  
371 or financial status, or fail to cooperate in the processing of the loan application, which acts would result in the failure to obtain the  
372 approval of a loan commitment; OR  
373 (C) Violate or fail to fulfill and perform any other terms or conditions of this Agreement;  
374 then in such case, Seller has the option of retaining all sums paid by Buyer, including the deposit monies, 1) on account of purchase  
375 price, or 2) as monies to be applied to Seller's damages, or 3) as liquidated damages for such breach, as Seller may elect, **unless**  
376 **otherwise checked below.**
- 377  Seller is limited to retaining sums paid by Buyer, including deposit monies, as liquidated damages.  
378 If Seller elects to retain all sums paid by Buyer, including deposit monies, as liquidated damages, Buyer and Seller will be released  
379 from further liability or obligation and this Agreement will be VOID.

380 **26. MEDIATION (7-96)**

- 381  NOT AVAILABLE  
382  WAIVED. Buyer and Seller understand that they may choose to mediate at a later date, should a dispute arise, but that there will be no  
383 obligation on the part of any party to do so.  
384  ELECTED
- 385 (A) Buyer and Seller will try to resolve any dispute or claim that may arise from this Agreement through mediation, in accordance with the  
386 Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. Any agreement reached through a mediation  
387 conference and signed by the parties will be binding.  
388 (B) Buyer and Seller acknowledge that they have received, read and understand the Rules and Procedures of the Home Sellers/Home  
389 Buyers Dispute Resolution System. (See Mediation Notice.)  
390 (C) This agreement to mediate disputes arising from this Agreement will survive settlement.  
391

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

393

394 **Buyer acknowledges receiving a copy of the Rules and Regulations for the Mobile Home Park identified in paragraph 2, if applicable**  
395 **(See Notice regarding Mobile Home Park Rights Act).**

396

397 **NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Return by facsimile transmission (FAX)**  
398 **of this Agreement, and all addenda, bearing the signatures of all parties, constitutes acceptance of this Agreement. Parties to this transaction**  
399 **are advised to consult an attorney before signing if they desire legal advice.**

400

- 401  **Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.**  
402  **Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.**  
403  **Buyer has received the Seller's Property Disclosure Statement before signing this Agreement, if required by law. (See**  
404 **Notice, Information Regarding the Real Estate Seller Disclosure Law.)**  
405  **Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before**  
406 **signing this Agreement.**  
407  **Buyer has read and understands the notices and explanatory information set forth in this Agreement.**  
408

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

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

409 E-Mail \_\_\_\_\_

410 Seller hereby approves the above contract this (date) \_\_\_\_\_ .

411 In consideration of the services rendered in procuring the Buyer, Seller agrees to pay the named Broker for Seller a fee of  
412 \_\_\_\_\_ of/from the herein specified sale price. In the event Buyer defaults hereunder, any monies paid on  
413 account will be divided \_\_\_\_\_, Seller, \_\_\_\_\_, Broker for Seller, but in no event will  
414 the sum paid to the Broker for Seller be in excess of the above specified Broker's fee.  
415

- 416  Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.
- 417  Seller has received a statement of Seller's estimated closing costs before signing this Agreement.
- 418  Seller has read and understands the notices and explanatory information set forth in this Agreement.
- 419
- 420

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

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

421 E-Mail \_\_\_\_\_

422

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

- 424  **Regarding Lead-Based Paint Hazards Disclosure: Required if Property was built before 1978:** The undersigned Licensee  
425 involved in this transaction, on behalf of themselves and their brokers, certify that their statements are true to the best of their  
426 knowledge and belief.
- 427
- 428  **Agents' Acknowledgement:** The Agents involved in this transaction have informed Seller of Seller's obligations under The  
429 Residential Lead Paint Hazard Reduction Act, 42 U.S.C. 4852(d), and are aware of their responsibility to ensure compliance.
- 430
- 431  **Regarding Mediation:** The undersigned  Broker for Seller  Broker for Buyer agree to submit to mediation in accordance  
432 with paragraph 26 of this Agreement.
- 433

434 **BROKER FOR SELLER (Company Name)** \_\_\_\_\_

435 **ACCEPTED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

436

437 **BROKER FOR BUYER (Company Name)** \_\_\_\_\_

438 **ACCEPTED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

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# NOTICES AND INFORMATION

## INFORMATION REGARDING THE MOBILE HOME PARK RIGHTS ACT

Derived from the Mobile Home Park Rights Act, 68 P.S. §398.1 et. seq.

### Definitions

**"Mobile Home"** means a transportable, single-family dwelling unit intended for permanent occupancy and constructed as a single unit, or as two or more units designed to be joined into an integral unit capable of again being separated for repeated towing, which arrives at a site complete and ready for occupancy except for minor and incidental unpacking and assembly operations, and constructed so that it may be used without a permanent foundation.

**"Mobile Home Park"** means any site, lot, field, or tract of land, privately or publicly owned or operated, upon which three or more mobile homes, occupied for dwelling or sleeping purposes, are or are intended to be located, regardless of whether or not a charge is made for such accommodation.

**"Mobile Home Resident"** means an owner of a mobile home who leases or rents space in a mobile home park. The term does not include a person who rents or leases a mobile home.

**"Mobile Home Space"** means a plot of ground within a mobile home park designed for the accommodation of one mobile home.

**"Rent"** means ground rent for the mobile home site.

**"Service Charges"** means charges for electricity, gas service which is underground and piped directly to individual units within the park, trash removal, sewer and water.

### Right to Rules and Regulations of Mobile Home Park

The owner or operator of a mobile home park may at any time establish fair and reasonable rules and regulations reasonably related to the health or safety of residents in the park or to the upkeep of the park, provided such rules and regulations are included in any written lease and delivered to existing residents and are posted in a conspicuous and readily accessible place in the mobile home park. All rules or rental charges shall be uniformly applied to all mobile home residents or prospective mobile home residents of the same or similar category. When the lease or rental agreement is oral, the resident shall be provided with a written copy of such rules and regulations prior to the owner's or operator's acceptance of any initial deposit, fee or rent. In addition a copy of the Mobile Home Park Rights Act shall be posted in a conspicuous and readily accessible place in the mobile home park and a copy of a notice regarding the rights of mobile home residents shall be reproduced in capital typewritten letters or in ten-point boldface print and be given to each resident upon entering into the lease. **Buyers are advised to request a copy of the rules and regulations of the mobile home park prior to signing an Agreement to purchase the Property.**

### NOTICE REGARDING STATE AND LOCAL TAXES

Pennsylvania law does not require the collection of sales tax on the "sale or use of used pre-built housing," 72 P.S. §7204(60), which is defined as "manufactured housing, including mobile homes . . . previously subject to a sale to a pre-built housing purchaser." 72 P.S. §§7201(vv), (ww).

The sale of a Mobile/Manufactured Home without the accompanying sale of real property is not subject to the state or local Real Estate Transfer Tax.

Buyers should be aware that certain municipalities may levy local taxes on a mobile/manufactured home separately from any tax on the real estate occupied by the home.

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

### NOTICE TO BUYERS SEEKING FINANCING

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

#### Be an Informed Buyer

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

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

### PROPERTY INSPECTION NOTICES

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

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

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

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

**Applicability:** In general, the Home Inspection Law applies to residential real estate transfers. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved. See Information Regarding The Real Estate Seller Disclosure Law (exceptions 1-10) for a list of exceptions to this general rule.

**Home Inspection:** A noninvasive, visual examination of some combination of the mechanical, electrical or plumbing systems or the structural and essential components of a residential dwelling designed to identify material defects in those systems and components, and performed for a fee in connection with or preparation for a proposed or possible residential real estate transfer. The term also includes any consultation regarding the property that is represented to be a home inspection or that is described by any confusingly similar term. The term does not include an examination of a single system or component of a residential dwelling such as, for example, its electrical or plumbing system or its roof. The term also does not include an examination that is limited to inspection for, or of, one or more of the following: wood destroying insects, underground tanks and wells, septic systems, swimming pools and spas, alarm systems, air and water quality, tennis courts and playground equipment, pollutants, toxic chemicals and environmental hazards. The scope of a home inspection, the services to be performed and the systems and conditions to be inspected or excluded from inspection may be defined by a contract between the home inspector and the client.

**Home inspection report:** A written report on the results of a home inspection.

A home inspection report must be in writing and shall include:

- (1) A description of the scope of the inspection, including without limitation an identification of the structural elements, systems and subsystems covered by the report.
- (2) A description of any material defects noted during the inspection, along with any recommendation that certain experts be retained to determine the extent of the defects and any corrective action that should be taken. A "material defect" that poses an unreasonable risk to people on the property shall be conspicuously identified as such.

A home inspector shall not express either orally or in writing an estimate of the cost to repair any defect found during a home inspection, except that such an estimate may be included in a home inspection report if:

- (1) the report identifies the source of the estimate;
- (2) the estimate is stated as a range of costs, and
- (3) the report states that the parties should consider obtaining an estimate from a contractor who performs the type of repair involved.

Seller shall have the right, upon request, to receive without charge a copy of a home inspection report from the party for whom it was prepared.

**Home inspector:** An individual who performs a home inspection.

**National home inspectors association:** Any national association of home inspectors that:

- (1) Is operated on a not-for-profit basis and is not operated as a franchise.
- (2) Has members in more than ten states.
- (3) Requires that a person may not become a full member unless the person has performed or participated in more than 100 home inspections and has passed a recognized or accredited examination testing knowledge of the proper procedures for conducting a home inspection.
- (4) Requires that its members comply with a code of conduct and attend continuing professional education classes as an ongoing condition of membership.

A buyer shall be entitled to rely in good faith, without independent investigation, on a written representation by a home inspector that the home inspector is a full member in good standing of a national home inspection association.

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

### **LEAD-BASED PAINT NOTICES**

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### For Properties built before 1978

**Lead Warning Statement:** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Lead Hazards Disclosure Requirements:** In accordance with the Residential Lead-Based Paint Hazard Reduction Act, any seller of property built before 1978 must provide the buyer with an EPA-approved lead hazards information pamphlet titled *Protect Your Family From Lead in Your Home* and must disclose to the buyer and the Broker(s) the known presence of lead-based paint and/or lead-based paint hazards in or on the property being sold, including the basis used for determining that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces. Any seller of a pre-1978 structure must also provide the buyer with any records or reports available to the seller pertaining to lead-based paint and/or lead-based paint hazards in or about the property being sold, the common areas, or other residential dwellings in multi-family housing. The Act further requires that before a buyer is obligated to purchase any housing constructed prior to 1978, the seller will give the buyer 10 days (unless buyer and seller agree in writing to another time period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. The opportunity to conduct a risk assessment or inspection may be waived by the buyer, in writing. Neither testing nor abatement is required of the seller. Housing built in 1978 or later is not subject to the Act.

### SEWAGE NOTICES

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

### 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 condominiums and cooperative interests.

### EXECUTION DATE

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

### COMMUNICATIONS WITH BUYER AND/OR SELLER

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

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

## MEDIATION

### DISPUTE RESOLUTION SYSTEM RULES AND PROCEDURES

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

A mediator who has any financial or personal interest in the dispute or the results of the mediation cannot serve as mediator to that dispute, unless all parties are informed and give their written consent.

4. **Mediation Fees** Mediation fees will be divided equally among the parties and will be paid *before* the mediation conference. The parties will follow the payment terms contained in the mediator's fee schedule.
5. **Time and Place of Mediation Conference** Within ten days of being appointed to the dispute, the mediator will contact the parties and set the date, time and place of the mediation conference. The mediator must give at least twenty days' advance notice to all parties. The mediation conference should not be more than sixty days from the mediator's appointment to the dispute.
6. **Conduct of Mediation Conference** The parties attending the mediation conference will be expected to:
  - a. Have the authority to enter into and sign a binding settlement to the dispute.
  - b. Produce all information required for the mediator to understand the issues of the dispute. The information may include relevant written materials, descriptions of witnesses and the content of their testimony. The mediator can require the parties to deliver written materials and information before the date of the mediation conference.

The mediator presiding over the conference;

- a. Will impartially conduct an orderly settlement negotiation.
- b. Will help the parties define the matters in dispute and reach a mutually agreeable solution.
- c. Will have no authority to render an opinion, to bind the parties to his or her decision, or to force the parties to reach a settlement.

**Formal rules of evidence will not apply to the mediation conference.**

7. **Representation by Counsel** Any party who intends to be accompanied to the mediation conference by legal counsel will notify the mediator and the other parties of the intent at least ten days before the conference.
8. **Confidentiality** No aspect of the mediation can be relied upon or introduced as evidence in any arbitration, judicial or other proceeding. This includes, but is not limited to, any opinions or suggestions made by any party regarding a possible settlement; any admissions made during the course of the mediation; any proposals or opinions expressed by the mediator; and any responses given by any party to opinions, suggestions, or proposals.

No privilege will be affected by disclosures made in the course of the mediation.

Transcripts or recordings of the mediation will not be allowed without the prior, written consent of all parties and the mediator.

Records, reports, and other documents received or prepared by the mediator or Administrator cannot be compelled by an arbitration, judicial, or other proceeding, with the exception of an agreement that was reached in the course of mediation and signed by all the parties.

Neither the mediator nor the Administrator can be compelled to testify in any proceeding regarding information given or representations made either in the course of the mediation or in any confidential communication.

9. **Mediated Settlement** When a dispute is resolved through mediation, the mediator will put the complete agreement in writing and all parties

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will sign the written agreement within ten days of the conclusion of the mediation conference. Every reasonable effort will be made to sign the written agreement at the end of the conference.

- 10. Judicial Proceedings and Immunity** NEITHER THE ADMINISTRATOR, THE MEDIATOR, THE NATIONAL ASSOCIATION OF REALTORS®, THE PENNSYLVANIA ASSOCIATION OF REALTORS®, NOR ANY OF ITS MEMBER BOARDS, WILL BE DEEMED NECESSARY OR INDISPENSABLE PARTIES IN ANY JUDICIAL PROCEEDINGS RELATING TO MEDIATION UNDER THESE RULES AND PROCEDURES, NOR WILL ANY OF THEM SERVING UNDER THESE PROCEDURES BE LIABLE TO ANY PARTY FOR ANY ACT, ERROR OR OMISSION IN CONNECTION WITH ANY SERVICE OR THE OPERATION OF THE HOME SELLERS/ HOME BUYERS DISPUTE RESOLUTION SYSTEM.

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