Ĺ	<u>ז</u>	LISTING CONTRACT (SELLER Execution of tealtors* This form recommended and approved for, but not restricted to use by	SELL REAL ESTATE	LS			
1 2	Bro	ker (Company) Whitetail Properties Real Estate,LLC	Licensee(s) (Name) Wyatt Rentzel				
2 3 4	Con 623	npany Address 121 South Madison Street, Pittsfield, IL	Direct Phone(s) (717)668-4810 Cell Phone(s)				
5		npany Phone (717)668-4810	Fax				
6		npany Fax	Email wyatt.rentzel@whitetailproperties.com				
7 8		LLER <u>Arthur Morano, Judith Morano</u>					
9 10	SE	LLER'S MAILING ADDRESS <u>3670 N Dogwood Road, D</u>	anielsville, PA 18038				
11	PH	ONE (732)740-3981	FAX				
12	E-N	AAIL stargatefarm@aol.com	entroski@aol.com				
14	Doe	ler understands that this Listing Contract is between Brol es Seller have a listing contract for this Property with ano es, explain:	ther broker? Yes X No				
16	1.	PROPERTY	LISTED PRICE \$ 949,000.00				
17		Address 3670 N Dogwood Road, 13.59+/-Acres	Danielsville PA ZIP 18038				
18		Municipality (city, borough, township) Lehigh Twp					
19		County Northampton	School District Northamton Area School District				
20		Zoning Agriculture					
21		Present Use Agricultural Residence					
22		Currently Occupied By					
23		Identification (For example, Tax ID #; Parcel #; Lot, Block;	Deed Book, Page, Recording Date) Parcel ID: H35100516				
24 25 26 27 28 29 30 31	2.	 agreed upon the term of this Contract. (B) Starting Date: This Contract starts when signed by Bro (C) Ending Date: This Contract ends at 11:59 PM on <u>0</u> 	the term of this contract. Broker/Licensee and Seller have discuss	exceed			
32 33 34 35 36 37	3.	DUAL AGENCY Seller agrees that Broker and Broker's Licensees may also rep Broker represents both a buyer and Seller in the same transaction Seller in the same transaction. All of Broker's licensees are also	bresent the buyer(s) of the Property. A Broker is a Dual Agent v on. A Licensee is a Dual Agent when a Licensee represents a buy Dual Agents UNLESS there are separate Designated Agents for a Seller, the Licensee is a Dual Agent. Seller understands that Brol iewing properties listed by Broker.	yer and a buyer			
38 39 40 41	4.	DESIGNATED AGENCY	er designates the Licensee(s) above to exclusively represent the in	nterests			
42	5.	BROKER'S FEE					
43			d the Broker's Fee. Broker and Seller have negotiated the fee that	t Seller			
44		will pay Broker.					
45		(B) Broker's Fee is <u>5.500</u> % of the sale price OR \$, whichever is greater, AND \$	_, paid			
46		to Broker by Seller as follows:					
47			nd due (non-refundable) at signing of this Listing Contract	t, pay-			
48		able to Broker.					
49	Bro	ker/Licensee Initials: \mathcal{WR} XLS Page	1 of 7 Seller Initials: AM JM				
-			COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTOR rev. 9/22;				

50		2. Seller will pay the balance of Broker's Fee if:
51		a. Property, or any ownership interest in it, is sold or exchanged during the term of this Contract by Broker, Broker's
52		Licensee(s), Seller, or by any other person or broker, at the listed price or any price acceptable to Seller, OR
53		b. A ready, willing, and able buyer is found, during the term of this contract, by Broker or by anyone, including Seller. A willing
54		buyer is one who will pay the listed price or more for the Property, or one who has submitted an offer accepted by Seller,
55		OR
56		c. Negotiations that are pending at the Ending Date of this Contract result in a sale, OR
57		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
58		failing to do all the things required of the Seller in the agreement of sale (Seller default), OR
59		e. The Property or any part of it is taken by any government for public use (Eminent Domain), in which case Seller will pay
60		from any money paid by the government, OR
		f. A sale occurs after the Ending Date of this Contract IF:
61		(1) The sale occurs within 180 days of the Ending Date, AND
62		(1) The sale occurs within <u>180</u> days of the Ending Date, AND (2) The buyer was shown or negotiated to buy the Property during the term of this contract, AND
63		
64		(3) The Property is not listed under an "exclusive right to sell contract" with another broker at the time of the sale.
65		(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
66		the Property is transferred by an installment contract, balance of Broker's Fee will be paid upon the execution of the installment
67		contract.
68	6.	BROKER'S FEE IF SETTLEMENT DOES NOT OCCUR
69		If an agreement of sale is signed and settlement does not occur, and deposit monies are released to Seller, Seller will pay Broker
70		of/from deposit monies.
71	7.	COOPERATION WITH OTHER BROKERS
72		Licensee(s) has explained Broker's company policies about cooperating with other brokers. Broker and Seller agree that Broker will pay
73		from Broker's Fee a fee to another broker who procures the buyer, is a member of a Multiple Listing Service (MLS), and who:
74		(A) Represents Seller (SUBAGENT). Broker will pay of/from the sale price.
75		(B) X 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.
76		
77		(C) Does not represent either Seller or a buyer (TRANSACTION LICENSEE).
78		Broker will pay of/from the sale price.
79	8.	DUTIES OF BROKER AND SELLER
80		(A) Broker is acting as a Seller Agent, as described in the Consumer Notice, to market the Property and to negotiate with potential
81		buyers. Broker will use reasonable efforts to find a buyer for the Property.
82		(B) Seller will cooperate with Broker and assist in the sale of the Property as asked by Broker.
83		(C) All showings, negotiations and discussions about the sale of the Property, written or oral, will be communicated by Broker on Sell-
84		er's behalf. All written or oral inquiries that Seller receives or learns about regarding the Property, regardless of the source, will be
85		referred to Broker.
86		(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.
87		
88		(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 Bro-
89		ker's written consent.
90	9.	BROKER'S SERVICE TO BUYER
91		Broker may provide services to a buyer for which Broker may accept a fee. Such services may include, but are not limited to: document
92		preparation; ordering certifications required for closing; financial services; title transfer and preparation services; ordering insurance,
93	10.	construction, repair, or inspection services.
93 94	10.	construction, repair, or inspection services. BROKER NOT RESPONSIBLE FOR DAMAGES
93 94 95	10.	construction, repair, or inspection services. 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
93 94 95 96		construction, repair, or inspection services. 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).
93 94 95 96 97		construction, repair, or inspection services. 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). DEPOSIT MONEY
93 94 95 96 97 98		 construction, repair, or inspection services. 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). 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
93 94 95 96 97		 construction, repair, or inspection services. 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). 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
93 94 95 96 97 98		 construction, repair, or inspection services. 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). 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-
93 94 95 96 97 98 99		 construction, repair, or inspection services. 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). 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
93 94 95 96 97 98 99 100 101		 construction, repair, or inspection services. 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). 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
93 94 95 96 97 98 99 100 101 102		 construction, repair, or inspection services. 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). 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
93 94 95 96 97 98 99 100 101 102 103		 construction, repair, or inspection services. 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). 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.
93 94 95 96 97 98 99 100 101 102 103 104		 construction, repair, or inspection services. 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). 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
93 94 95 96 97 98 99 100 101 102 103 104 105		 construction, repair, or inspection services. 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). 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 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:
93 94 95 96 97 98 99 100 101 102 103 104 105 106		 construction, repair, or inspection services. 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). 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 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: If an agreement of sale is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
93 94 95 96 97 98 99 100 101 102 103 104 105		 construction, repair, or inspection services. 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). 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 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:

108	Broker/Licensee Initials:	WR	

Northampton

- 109 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing
- 110Broker how to distribute some or all of the deposit monies.
- 111 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.

116 12. OTHER PROPERTIES

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- Seller agrees that Broker may list other properties for sale and that Broker may show and sell other properties to prospective buyers.
 ADDITIONAL OFFERS
- 119 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
- 121 Licensee(s) working with Broker, or by a licensee(s) working for a different Broker. ONCE SELLER ENTERS INTO AN AGREE-
- 122 MENT OF SALE, BROKER IS NOT REQUIRED TO PRESENT OTHER OFFERS.

123 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:
- 126 1. is a possible danger to those living on the Property, or
- 127 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.
- 131 (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;
- 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).

136 15. IF PROPERTY WAS BUILT BEFORE 1978

- 137 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
- 139 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 140 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
- 142 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.

149 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
- 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
- 154 with the home warranty company that provides a financial benefit to Broker.

155 17. RECORDINGS ON THE PROPERTY

- (A) Seller understands that potential buyers viewing the Property may engage in photography, videography or videotelephony on the Property. Seller should remove any items of a personal nature Seller does not wish to have photographed or recorded, such as family photos, important or confidential paperwork (including any information relating to the listing or communications with Broker or Licensee) and all other personally identifiable information such as birthdates, social security numbers, telephone numbers, etc. Seller is responsible for providing this same notification to any occupants of the Property.
- (B) Any person who intentionally intercepts oral communications by electronic or other means without the consent of all parties is guilty of a felony under Pennsylvania law. Seller understands that recording or transmitting audio may result in violation of state or federal wiretapping laws. Seller hereby releases all BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them, and any PERSON, FIRM or CORPORATION who may be liable by or through them, from
- 165 any claims, lawsuits and actions which may arise from any audio or video recordings occurring in or around the Property.
- 166 Broker/Licensee Initials: \mathcal{WR} XLS Page 3 of 7Seller Initials: \mathcal{AM} \mathcal{JM}

Northampton

167 18. RECOVERY FUND

- 168 Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment)
- against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays 169
- 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 170 (717) 783-3658. 171

172 19. 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, 173
- DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, 174
- USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION 175
- TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or 176
- 177 set deposit amounts, or as reasons for any decision relating to the sale of property.

20. TRANSFER OF THIS CONTRACT 178

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

185 21. NO OTHER CONTRACTS

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

188 22. CONFLICT OF INTEREST

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

191 23. ENTIRE CONTRACT

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

194 24. CHANGES TO THIS CONTRACT

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

196 25. MARKETING OF PROPERTY

- (A) Multiple Listing Services (MLS) 197
- 198 An MLS is a subscription service used by real estate licensees to market properties to other subscribers. If marketed in an MLS, 1. 199 Broker will make an offer of cooperating compensation to another participant who procures a tenant for the Property (See Paragraph 7). MLS marketing is governed by specific rules and policies, which may differ depending on the MLS used. 200
- 201 2. Sellers have the right to decide whether their Property will be marketed in an MLS, but should understand that opting out of 202 MLS marketing may restrict Broker's ability to market the Property in other ways. 203
 - Broker will not use an MLS to advertise the Property. Seller understands and agrees that the listing may be reported to an MLS, but will not be marketed for sale via an MLS. Further, Seller understands and agrees that any and all public marketing of the Property through the use of other means such as yard signs, social media, and public-facing websites may be prohibited. Seller may be required to sign an additional waiver or release to comply with MLS rules and policies.
 - **X** Broker will use an MLS to advertise the Property to other real estate brokers and salespersons. Listing broker shall communicate to the MLS all of Seller's elections made below. Seller agrees that Broker and Licensee, and the MLS are not responsible for mistakes in an MLS or advertising of the Property.
- 210 (B) Virtual Office Website (VOW) and Internet Data Exchange (IDX)
 - Some brokers may use a VOW or IDX, which are governed by specific rules and policies. Sellers have the right to control some elements of how their property is displayed on a VOW and/or IDX website.
 - Seller elects to have the following features disabled or discontinued for VOW and IDX websites (check all that apply): 2.
 - Comments or reviews about Seller's listings, or a hyperlink to such comments or reviews, in immediate conjunction with Seller's listing.
 - Automated estimates of the market value of Seller's listing, or a hyperlink to such estimates, in immediate conjunction with the Seller's listing.

(C) Other

1.	Where permitted, Broker, at Broker's option, may use: for sale sign, lock box, key in off	ffice, open l	houses and	advertising in all
	media, including print and electronic, photographs and videos, unless otherwise stated here:	::		

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

226	Broker/Licensee Initials:	WR	XLS Page 4 of 7	Seller Initials:	AM	JM	
	Produced wit	h Lone W	olf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201	www.lwolf.com	Nor	thampton	

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

- 227 (D) Seller understands and acknowledges that, if an open house is scheduled, the property address may be published on the Internet in connection to the open house. 228
- 229 (E) Other

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230 26. PUBLICATION OF SALE PRICE

Seller is aware that the Multiple Listing Service (MLS), newspapers, Web Sites, and other media may publish the final sale price of the 231 232 Property.

233 27. COPYRIGHT

In consideration of Broker's efforts to market Seller's Property as stated in this Contract, Seller grants Broker a non-exclusive, world-234 wide license (the "License") to use any potentially copyrightable materials (the "Materials") which are related to the Property and pro-235 236 vided by Seller to Broker or Broker's representative(s). The Materials may include, but are not limited to: photographs, images, video recordings, virtual tours, drawings, written descriptions, remarks, and pricing information related to Seller's Property. This License 237 permits Broker to submit the Materials to one or more multiple listing services, to include the Materials in compilations of property list-238 ings, and to otherwise distribute, publicly display, reproduce, publish and produce derivative works from the Materials for any purpose 239 that does not conflict with the express terms of this Contract. The License may not be revoked by Seller and shall survive the ending of 240 this Contract. Seller also grants Broker the right to sublicense to others any of these rights granted to Broker by Seller. Seller represents 241 and warrants to Broker that the License granted to Broker for the Materials does not violate or infringe upon the rights, including any 242 copyrights, of any person or entity. Seller understands that the terms of the License do not grant Seller any legal right to any works that 243 Broker may produce using the Materials. 244

245 28. FIXTURES AND PERSONAL PROPERTY

- (A) It is possible for certain items of personal property to be so integrated into the Property that they become fixtures and will be regarded 246 as part of the Property and therefore included in a sale. Seller is encouraged to be specific when negotiating what items will be 247 248 included or excluded in a sale.
- 249 (B) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, and other items including plumb-250 ing; heating; radiator covers; hardwired security systems; thermostats; lighting fixtures (including chandeliers and ceiling fans); pool and spa equipment (including covers and cleaning equipment); electric animal fencing systems (excluding collars); garage door 251 openers and transmitters; unpotted shrubbery, plantings and trees; any remaining heating and cooking fuels stored on the Property 252 at the time of settlement; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences; mailboxes; wall to 253 wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware, shades and blinds; 254 awnings; built-in air conditioners; built-in appliances; the range/oven, unless otherwise stated; and, if owned, solar panels, windmills, 255 water treatment systems, propane tanks and satellite dishes. Also included: 256
- (C) The following items are not owned by Seller and may be subject to a lease or other financing agreement (e.g., solar panels, windmills, 258 water treatment systems, propane tanks, and satellite dishes): 259

(D) EXCLUDED fixtures and items:

263 29. TAXES & SPECIAL ASSESSMENTS

(A) At settlement, Seller will pay one-half of the total Real Estate Transfer Taxes, unless otherwise stated here: 264

265			
266	(B) Yearly Property Taxes \$ 5,711.81	Property Assessed Value \$ 158,200.00	
267	(C) Is the property preferentially assessed	(including a tax abatement)? Yes No	
268	If applicable, how many years remain	?	
269	(D) COA/HOA Name	COA/HOA Phone	
270	COA/HOA special assessments \$	Buyer's required capital contribution \$	
271	Please explain:		
272	(E) COA/HOA Fees \$	Quarterly Monthly Yearly	
273	(F) Municipality Assessments \$		
274	30. FOREIGN INVESTMENT IN REAL P	ROPERTY TAX ACT OF 1980 (FIRPTA)	

The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property 275 Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of 276 U.S. real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons 277 purchasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required 278 to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. tax-279 ation of gains realized on disposition of such interests. The transferee/buyer, as the withholding agent, may request that you complete a 280 FIRPTA Affidavit regarding your status as a foreign person as defined by the Act. Seller agrees to comply, if applicable. 281

282 Broker/Licensee Initials:

WR



Northampton

	31.		& POSSESSION			
284 285		(A) Sel (B) Δt	ler will give posse settlement. Seller	ession of Property to a bu	yer at settlement, or on vnership (fee simple) to a buyer of	excent as follows:
286				Mineral Other	vitership (ree shiple) to a buyer e	except as follows.
287		If c	hecked, please ex	plain:		
288			71	I		
289		(C) \underline{Sel}				
290			First mortgage v	vith		Amount of balance \$
291			Address			A
292			Phone			Acct. #
293			Second mortgag	e with		Amount of balance \$
294			Address Phone			Acct. # Amount of balance \$
295 296			Home Equity lir	e of credit with		Acct. #
290			Address			
298			Phone			Acct. #
299			Seller authorizes	s Broker to receive mortg	age payoff and/or equity loan pay	voff information from lender(s).
300		(D) Sel	ler has	-		
301		Ì.	Judgments \$		Past Due Munici	pal Assessment \$ OA Fees \$ OA Assessments \$
302			Past Due Property	Taxes \$	Past Due COA/H	OA Fees \$
303			Federal Tax Liens	s \$	Past Due COA/H	OA Assessments \$
304			State Tax Liens (i	ncluding sales, use and h	otel occupancy taxes) \$	
305			Other:		\$	t under an order on record in any Pennsylvania
306		(E) If S	eller, at any time of	on or since January 1, 1998	8, has been obligated to pay suppor	t under an order on record in any Pennsylvania
307				y and the Domestic Relati	ons Number or Docket Number:	
	31.		R FINANCING			
309					buyer to pay for the Property:	
310					FHA mortgage	
311			r's Assist to buye	r (if any) \$, or%
	32.		AL INSTRUCTI			
313						itional terms added by any parties. Any special
314	22			rms in this Contract must c	comply with the Pennsylvania Plair	n Language Consumer Contract Act.
	33.		AL CLAUSES	and a Callin I intime Count	·····	
316		(A) In		art of this Listing Contr	g Contract (PAR Form XLS-A)	
317		\vdash		Addendum (PAR Form S.		
318 319				ces Fee Addendum (PAR		
320				Idendum to Listing Contr		
321				endum (PAR Form SSL)		
322			Short Sule Fluid			
323						
324		(B) \overrightarrow{Ad}	ditional Terms:			
325		(2) 114				
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	Rec	ker/Lice	see Initials:	WR	XLS Page 6 of 7	Seller Initials: AM JM
074	510	men / Littel	1500 millians.	· ·	THE I HEL U UL /	



343	<u>AM</u> <u>JM</u> Seller has read the Consumer Notice as adopted by the State Real Estate C	ommission at 49 Pa. Code §35.336.				
344 345	AM JM Seller has received the Seller's Property Disclosure form and agrees to comp timely manner, if required.	lete and return to Listing Broker in a				
346 347	AM JM Seller has received the Lead-Based Hazards Disclosure form and agrees to con a timely manner, if required.	nplete and return to Listing Broker in				
348	Seller has read the entire Contract before signing. Seller must sign this Contract.					
349	Seller gives permission for Broker to send information about this transaction to the fax num	ber(s) and/or e-mail address(es) listed.				
350 351						
352 353						
354 355	NOTICE BEFORE SIGNING: IF SELLER HAS LEGAL QUESTIONS, SELLER IS SYLVANIA REAL ESTATE ATTORNEY.	ADVISED TO CONSULT A PENN-				
356	SELLER Arthur Morano	DATE 3/9/2024 3:12 PM CST				
357		DATE 3/9/2024 1:41 PM PST				
358	Ĵudiŧh⊧^Morano SELLER	DATE				
359	BROKER (Company Name) <u>Whitetail Properties Real Estate,LLC</u>					
360	ACCEPTED ON BEHALF OF BROKER BY Wyatt Rentyel	DATE <u>3/9/2024 3:18</u> PM CS				