



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

XLS

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

1 Broker (Company) Whitetail Properties Real Estate, LLC Licensee(s) (Name) Dustin Prievo
2
3 Company Address 121 S. Madison Street, Pittsfield, IL Direct Phone(s) (717)659-0777
4 62363 Cell Phone(s)
5 Company Phone (717)659-0777 Fax
6 Company Fax (217)285-9099 Email dustin.prievo@whitetailproperties.com

7 SELLER Douglas E Garrity
8
9 SELLER'S MAILING ADDRESS 1786 Newville Rd, Carlisle, PA 17015
10
11 PHONE (717)961-6239 FAX
12 E-MAIL thegarrityagencyllc@comcast.net

13 Seller understands that this Listing Contract is between Broker and Seller.
14 Does Seller have a listing contract for this Property with another broker? Yes No
15 If yes, explain:

16 1. PROPERTY LISTED PRICE \$ 247,500.00
17 Address S Mountain Rd (17.5+/- Acres) Dillsburg PA ZIP 17019
18 Municipality (city, borough, township) Dillsburg
19 County York School District Northern York SD
20 Zoning Residential Vacant Land
21 Present Use Recreational
22 Currently Occupied By N/A
23 Identification (For example, Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date) Tax ID: 29-000-NB-0065-A0
24 (11 Acres) & 29-000-NB-0107 (6.5 Acres)

25 2. STARTING & ENDING DATES OF LISTING CONTRACT (ALSO CALLED "TERM")
26 (A) No Association of REALTORS® has set or recommended the term of this contract. Broker/Licensee and Seller have discussed and
27 agreed upon the term of this Contract.
28 (B) Starting Date: This Contract starts when signed by Broker and Seller, unless otherwise stated here: 03/11/2024
29 (C) Ending Date: This Contract ends at 11:59 PM on 09/11/2024. By law, the term of a listing contract may not exceed
30 one year. If the Ending Date written in this Contract creates a term that is longer than one year, the Ending Date is automatically
31 364 days from the Starting Date of this Contract.

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

38 4. DESIGNATED AGENCY
39 Designated Agency is applicable, unless checked below. Broker designates the Licensee(s) above to exclusively represent the interests
40 of Seller. If Licensee is also the buyer's agent, then Licensee is a DUAL AGENT.
41 [X] Designated Agency is not applicable.

42 5. BROKER'S FEE
43 (A) No Association of REALTORS® has set or recommended the Broker's Fee. Broker and Seller have negotiated the fee that Seller
44 will pay Broker.
45 (B) Broker's Fee is 6.000 % of the sale price OR \$ 5,000.00, whichever is greater, AND \$, paid
46 to Broker by Seller as follows:
47 1. \$ of Broker's Fee is earned and due (non-refundable) at signing of this Listing Contract, pay-
48 able to Broker.

49 Broker/Licensee Initials: DP XLS Page 1 of 7 Seller Initials: DEG

- 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
- 61 f. A sale occurs after the Ending Date of this Contract IF:
- 62 (1) The sale occurs within 180 days of the Ending Date, AND
- 63 (2) The buyer was shown or negotiated to buy the Property during the term of this contract, AND
- 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) **Represents the buyer (BUYER'S AGENT).** Broker will pay 2.5% of/from the sale price. A
 76 **buyer's Agent, even if compensated by Broker for Seller, will represent the interests of the buyer.**
- 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,
 87 Seller will provide a written summary of the terms, including amount of rent, ending date, and Tenant's responsibilities.
- 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 construction, repair, or inspection services.


94 **10. BROKER NOT RESPONSIBLE FOR DAMAGES**

95 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
 96 goods from the Property unless such damage, loss or theft is solely and directly caused by Broker or Broker's Licensee(s).

97 **11. DEPOSIT MONEY**

- 98 (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
 99 is completed, the agreement of sale is terminated, or the terms of a prior written agreement between the buyer and Seller have been
 100 met. This escrow account will be held as required by real estate licensing laws and regulations. Buyer and Seller may name a non-
 101 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
 102 the Real Estate Licensing and Registration Act. Seller agrees that the person keeping the deposit monies may wait to deposit any
 103 uncashed check that is received as deposit money until Seller has accepted an offer.
- 104 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to
 105 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
 106 1. If an agreement of sale is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
 107 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.

108 **Broker/Licensee Initials:** 

Seller Initials: 

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

116 **12. OTHER PROPERTIES**

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

118 **13. 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,
 120 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**

124 (A) Seller (including Sellers exempt from the Real Estate Seller Disclosure Law) will disclose all known material defects and/or envi-
 125 ronmental 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.

128 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
 129 element, system or subsystem is not by itself a material defect.

130 (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:

- 132 1. Seller will not hold Broker or Licensee(s) responsible in any way;
 133 2. Seller will protect Broker and Licensee(s) from any claims, lawsuits, and actions that result;
 134 3. Seller will pay all of Broker's and Licensee's costs that result. This includes attorneys' fees and court-ordered payments or
 135 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
 138 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
 141 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
 143 lead-based paint or lead-based paint hazards in or around the property being sold, the common areas, or other dwellings in multi-family
 144 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
 145 the time an agreement of sale is signed to have a "risk assessment" or inspection for possible lead-based paint hazards done on the
 146 property. Buyers may choose not to have the risk assessment or inspection for lead paint hazards done. If the buyer chooses not to have
 147 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
 148 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**

150 At or before settlement, Seller may purchase a home warranty for the Property from a third-party vendor. Seller understands that a home
 151 warranty for the Property does not alter any disclosure requirements of Seller, may not cover or warrant any pre-existing defects of the
 152 Property, and will not alter, waive or extend any provisions of the Agreement regarding inspections or certifications that Buyer may elect
 153 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**

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

161 (B) Any person who intentionally intercepts oral communications by electronic or other means without the consent of all parties is
 162 guilty of a felony under Pennsylvania law. Seller understands that recording or transmitting audio may result in violation of state
 163 or federal wiretapping laws. **Seller hereby releases all BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or**
 164 **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: 

Seller Initials: 

167 18. RECOVERY FUND

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

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

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

178 20. TRANSFER OF THIS CONTRACT

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

- 180 1. Broker stops doing business, OR
- 181 2. Broker forms a new real estate business, OR
- 182 3. Broker joins his business with another.

183 (B) Broker will notify Seller immediately in writing if Broker transfers this Contract to another broker. Seller will follow all requirements
 184 of this Contract with the new broker.

185 21. NO OTHER CONTRACTS

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

188 22. CONFLICT OF INTEREST

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

191 23. ENTIRE CONTRACT

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

194 24. CHANGES TO THIS CONTRACT

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

196 25. MARKETING OF PROPERTY

197 (A) Multiple Listing Services (MLS)

198 1. An MLS is a subscription service used by real estate licensees to market properties to other subscribers. If marketed in an MLS,
 199 Broker will make an offer of cooperating compensation to another participant who procures a tenant for the Property (See Para-
 200 graph 7). MLS marketing is governed by specific rules and policies, which may differ depending on the MLS used.

201 2. Sellers have the right to decide whether their Property will be marketed in an MLS, but should understand that opting out of
 202 MLS marketing may restrict Broker's ability to market the Property in other ways.

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

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

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

211 1. Some brokers may use a VOW or IDX, which are governed by specific rules and policies. Sellers have the right to control some
 212 elements of how their property is displayed on a VOW and/or IDX website.

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

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

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

218 (C) Other

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

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

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

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

226 Broker/Licensee Initials: DS DP

XLS Page 4 of 7

Seller Initials: DS DEG

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

229 (E) Other _____

230 **26. PUBLICATION OF SALE PRICE**

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

233 **27. COPYRIGHT**

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

245 **28. FIXTURES AND PERSONAL PROPERTY**

246 (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
247 as part of the Property and therefore included in a sale. **Seller is encouraged to be specific when negotiating what items will be**
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);
251 pool and spa equipment (including covers and cleaning equipment); electric animal fencing systems (excluding collars); garage door
252 openers and transmitters; unpotted shrubbery, plantings and trees; any remaining heating and cooking fuels stored on the Property
253 at the time of settlement; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences; mailboxes; wall to
254 wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware, shades and blinds;
255 awnings; built-in air conditioners; built-in appliances; the range/oven, unless otherwise stated; and, if owned, solar panels, windmills,
256 water treatment systems, propane tanks and satellite dishes. Also included: _____

257
258 (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,
259 water treatment systems, propane tanks, and satellite dishes): _____

260
261 (D) EXCLUDED fixtures and items: _____

262
263 **29. TAXES & SPECIAL ASSESSMENTS**

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

265
266 (B) Yearly Property Taxes \$ **414.00** Property Assessed Value \$ **38,760.00**

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 PROPERTY TAX ACT OF 1980 (FIRPTA)**

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

282 **Broker/Licensee Initials:** 

Seller Initials: 

283 **31. TITLE & POSSESSION**

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

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

286 Oil Gas Mineral Other

287 If checked, please explain: _____

288 _____

289 (C) Seller has:

290 First mortgage with _____ Amount of balance \$ _____

291 Address _____

292 Phone _____ Acct. # _____

293 Second mortgage with _____ Amount of balance \$ _____

294 Address _____

295 Phone _____ Acct. # _____

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

297 Address _____

298 Phone _____ Acct. # _____

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

300 (D) Seller has:

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

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

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

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

305 Other: _____ \$ _____

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

308 **31. BUYER FINANCING**

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

310 Cash Conventional mortgage FHA mortgage VA mortgage

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

312 **32. SPECIAL INSTRUCTIONS**

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

315 **33. SPECIAL CLAUSES**

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

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

318 Single Agency Addendum (PAR Form SA)

319 Consumer Services Fee Addendum (PAR Form CSF)

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

321 Short Sale Addendum (PAR Form SSL)

322 _____

323 _____

324 (B) **Additional Terms:**

325 _____

326 _____

327 _____

328 _____

329 _____

330 _____

331 _____

332 _____

333 _____

334 _____

335 _____

336 _____

337 _____

338 _____

339 _____

340 _____

341 _____

342 **Broker/Licensee Initials:** 

Seller Initials: 

343 ^{DS} DEG Seller has read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

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

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

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

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

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

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

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

356 SELLER ^{DocuSigned by:} Douglas E Garrity DATE 3/10/2024 | 9:55 AM EDT
Douglas E Garrity

357 SELLER _____ DATE _____

358 SELLER _____ DATE _____

359 BROKER (Company Name) Whitetail Properties Real Estate, LLC

360 ACCEPTED ON BEHALF OF BROKER BY ^{DocuSigned by:} Dustin Prievo DATE 3/10/2024 | 9:56 AM E
Dustin Prievo