

**CHANGE TO LISTING CONTRACT**

CLC

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

1 **PROPERTY** 2921 Walston Rd, Punxsutawney, PA 15767

2 **BROKER (Company)** BHHS THE PREFERRED REALTY

3 **SELLER** Gary L. VanLeer, Robin G. VanLeer

4 **DATE OF LISTING CONTRACT** October 1, 2022 **LISTING PRICE** \$ 1,200,000.00

5 Broker and Seller agree to change the terms of the above Listing Contract as follows:

- 6 1. Ending Date of the Listing Contract is changed to: June 11, 2026
- 7 2. Listed Price is changed to: \$ 1,175,000.00
- 8 3. Appoint Designated Agent(s): \_\_\_\_\_  
 9 Seller renounces the agency relationships held with all licensees affiliated with Broker who are not Designated Agents for Seller.  
 10 Any licensee(s) that has been previously designated and is not being removed in paragraph 4 remains a Designated Agent for Seller.
- 11 4. Remove Designated Agent(s): \_\_\_\_\_
- 12 5. Other: Seller can be released at any time, if not completely satisfied, unless a sale is pending.

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37 All other terms and conditions of the Listing Contract remain unchanged and in full force and effect.

38 **SELLER** *[Signature]* **DATE** 06-12-25

Gary L. VanLeer

39 **SELLER** *[Signature]* **DATE** 06-12-25

Robin G. VanLeer

40 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_

41 **BROKER (Company Name)** BHHS THE PREFERRED REALTY

42 **ACCEPTED BY** *[Signature]* **DATE** 06-12-25

Don Powell



54 3. DUAL AGENCY

55 Owner agrees that Broker and Broker's Licensees may also represent the buyer/tenant of the Property. A broker is a Dual Agent when  
56 a broker represents both a buyer/tenant and Owner in the same transaction. A Licensee is a Dual Agent when a Licensee represents a  
57 buyer/tenant and Owner in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated  
58 Agents for a buyer/tenant and Owner. If the same Licensee is designated for a buyer/tenant and Owner, the Licensee is a Dual Agent.  
59 Owner understands that Broker is a Dual Agent when a buyer/tenant who is represented by Broker is viewing properties listed by  
60 Broker.

61  Dual Agency is not applicable.

62 4. DESIGNATED AGENCY

63 Designated Agency is applicable, unless checked below. Broker designates the Licensee(s) above to exclusively represent the interests  
64 of Owner. If Licensee is also the buyer/tenant's agent, then Licensee is a DUAL AGENT.

65  Designated Agency is not applicable.

66 5. LISTED PRICE AND TERMS

67 (A) Owner is hiring Broker to negotiate the following type of transaction regarding the disposition of the Property:

68  A sale, for the following price and terms: \$ 1,200,000

69 \_\_\_\_\_  
70 \_\_\_\_\_  
71 \_\_\_\_\_  
72 \_\_\_\_\_

73 or any other price and terms agreeable to Owner.

74  A lease, or other tenancy, for the following price and terms described here, or by  an exhibit/addendum outlining lease terms  
75 that is attached as part of this Contract, or any other price and terms agreeable to Owner: \_\_\_\_\_

76 \_\_\_\_\_  
77 \_\_\_\_\_  
78 \_\_\_\_\_  
79 \_\_\_\_\_  
80 \_\_\_\_\_

81 (B) Reasonable marketing expenses will be paid by Broker as follows: \_\_\_\_\_

82 \_\_\_\_\_  
83 \_\_\_\_\_  
84 \_\_\_\_\_  
85 \_\_\_\_\_

86 (C) Reasonable marketing expenses will be paid by Owner as follows: \_\_\_\_\_

87 \_\_\_\_\_  
88 \_\_\_\_\_  
89 \_\_\_\_\_  
90 \_\_\_\_\_

91 6. BROKER'S DUTY

92 (A) Broker is engaged as Owner's sole Owner Agent (Listing Agent) as described in the Consumer Notice to represent Owner, to mar-  
93 ket the Property, and to procure buyers and/or tenants for the Property. Broker will use reasonable diligence and care to procure  
94 buyers and/or tenants for the Property.

95 (B) Broker will not, unless otherwise agreed to in a separate, written agreement, provide management, repair, collection, legal, tax, or  
96 other services.

97 7. OWNER'S DUTY

98 (A) Owner will not enter into another listing contract for the Property(s) identified in Paragraph 1 with another broker that begins before  
99 the Ending Date, or any extensions, of this Contract.

100 (B) Owner will cooperate with Broker to facilitate the sale and/or lease of the Property.

101 (C) All showings, negotiations and discussions about the sale, lease, or other tenancy of the Property will be done by Broker on  
102 Owner's behalf. All written or oral inquiries that Owner receives or learns of regarding the Property, regardless of the source, will  
103 be referred to Broker.

104 (D) Within \_\_\_\_\_ days of the Starting Date of this Contract, Owner will provide to Broker:

105 1. Copies of all leases, subleases, rental agreements, option rights, rights of first refusal, rights of first offer, or other documents  
106 containing any other limitations on Owner's ability to finalize a sale or lease of the Property, including any changes to these  
107 after the original delivery of this information.

108 2. If available to Owner, copies of building plans, inspection reports, and environmental surveys. If the transaction is a sale,  
109 Owner will also deliver to Broker, within \_\_\_\_\_ days of the Starting Date of this Contract, available title reports, boundary  
110 surveys, and existing notes and mortgages that may continue to affect the Property after settlement.

111 Broker/Licensee Initials: \_\_\_\_\_

Owner Initials: 

- 112 (E) Owner will not permit any real estate signs, other than those belonging to Broker, to be placed on the Property during the term of  
 113 this Contract.
- 114 (F) Owner has full responsibility for maintenance, repair, replacement, operation, and security of the Property. Broker will not be lia-  
 115 ble for any loss, damage, or injury to the Property or to Owner, any current tenants of the Property, any buyer, prospective buyer,  
 116 tenant, prospective tenant, or any other person, including those that may occur as a result of Broker's use of a lock box. Owner will  
 117 hold harmless Broker, Licensee, Broker's employees and agents, and will indemnify such persons and entities from and against all  
 118 claims, suits, and liability as may arise from property damage or injuries that occur on or about the Property, including judgments,  
 119 costs of defense, attorneys' fees, and settlement. Owner hereby releases and relieves Broker, and waives Owner's entire right of  
 120 recovery against Broker, for direct or consequential loss or damage arising out of or incident to the perils covered by insurance  
 121 carried by Owner, whether or not due to the negligence of Broker.

122 **8. BROKER'S FEE**

- 123 (A) The Broker's Fee has been determined as a result of negotiations between Broker and Owner and has not been established or rec-  
 124 ommended by any Association of Realtors®, or by any other organization or individual.
- 125 (B) Broker's Fee in the case of a sale is 7.000 % of the gross purchase price of real property, AND \$ \_\_\_\_\_,  
 126 AND \_\_\_\_\_ % of the gross purchase price of personal property, unless otherwise stated here: \_\_\_\_\_  
 127 \_\_\_\_\_  
 128 \_\_\_\_\_  
 129 \_\_\_\_\_
- 130 (C) Broker's Fee in the case of a lease is \_\_\_\_\_ % of all rent to be collected from tenant AND \$ \_\_\_\_\_,  
 131 unless otherwise stated here: \_\_\_\_\_  
 132 \_\_\_\_\_  
 133 \_\_\_\_\_  
 134 \_\_\_\_\_
- 135 (D) Broker's Fee for any options, renewals, extensions, expansions, or any other continued tenancy is \_\_\_\_\_ % of the rent to be  
 136 collected AND \$ \_\_\_\_\_, unless otherwise stated here: \_\_\_\_\_  
 137 \_\_\_\_\_  
 138 \_\_\_\_\_  
 139 \_\_\_\_\_  
 140 \_\_\_\_\_

141 **9. COOPERATION WITH OTHER BROKERS**

- 142 Licensee(s) has explained Broker's company policies about cooperating with other brokers. Broker and Owner agree that Broker will  
 143 pay from Broker's Fee a fee to another broker who procures the buyer and who:
- 144 (A)  Represents Owner (SUBAGENT). Broker will pay 0 \_\_\_\_\_ of/from the sale price in the  
 145 event of a sale or \_\_\_\_\_ of/from the lease value in the event of a lease.
- 146 (B)  Represents the buyer or tenant (BUYER'S AGENT). Broker will pay 2.8% \_\_\_\_\_ of/from the  
 147 sale price in the event of a sale or \_\_\_\_\_ of/from the lease value in the event of a lease.  
 148 A buyer's Agent, even if compensated by Broker for Owner, will represent the interests of the buyer/tenant.
- 149 (C)  Does not represent either Owner or a buyer/tenant (TRANSACTION LICENSEE). Broker will pay 0 \_\_\_\_\_  
 150 \_\_\_\_\_ of/from the sale price in the event of a sale or \_\_\_\_\_ of/from the lease  
 151 value in the event of a lease.
- 152 (D)  Broker will pay \_\_\_\_\_ of/from the renewal value for all lease renewals.

153 **10. PAYMENT OF BROKER'S FEE**

- 154 (A) If Sale or Lease Occurs
- 155 1. Owner will pay Broker's Fee if the Property, or any ownership interest in it, is sold, leased, or exchanged at the listed  
 156 price or any price acceptable to Owner, during the term of this Contract, by Broker, Licensee, Owner, or by any other  
 157 person or broker.
  - 158 2. Owner will pay Broker's Fee if negotiations that are pending at the Ending Date of this Contract result in a sale, lease or other  
 159 tenancy.
  - 160 3. In the case of a sale, Broker's Fee will be paid upon delivery of the deed or other evidence of transfer of title or interest. If the  
 161 transaction involves an installment contract, then Broker's Fee will be paid upon the execution of the installment contract. In  
 162 the case of a lease, Broker's Fee will be paid upon execution of a lease by Owner and a tenant.
  - 163 4. Owner will pay Broker's Fee in United States currency. If Owner fails to pay Broker any amount when due under this  
 164 Contract, then the amount owed will bear interest at the rate of 15 percent per year.
  - 165 5. Owner will pay Broker's Fee after the Ending Date of this Contract IF:  
 166 a. The Property is sold, leased, or exchanged in whole or in part within \_\_\_\_\_ days of the Ending Date, AND  
 167 b. The Property was presented to buyer/tenant, or buyer/tenant negotiated to buy or lease the Property, during the term of  
 168 this Contract. Owner will not owe Broker's Fee under the provisions of this paragraph 10(A) if, after the expiration of  
 169 this Contract, Owner has entered into an exclusive right to sell or lease contract for the Property with another broker at  
 170 the time of the sale.

171 Broker/Licensee Initials: \_\_\_\_\_

Owner Initials:   
 VanLeer, Gary &

172 **(B) If Sale or Lease Does Not Occur**

173 In the event of any of the following, Broker's Fee will be calculated on the listed price of the Property. Owner will pay Broker's  
174 Fee when:

- 175 1. **A ready, willing, and able buyer, or in the case of a lease or other tenancy, a ready, willing, and able tenant, is found by**
- 176 **Broker or by anyone, including Owner.** A willing buyer is one who will buy the Property at the price and terms stated in this
- 177 Contract, or at any other price and terms agreeable to Owner. A willing tenant is one who will lease the Property at the price and
- 178 terms stated in this Contract, or at any other price and terms agreeable to Owner.
- 179 2. The Property, or any part of it, is taken by any government for public use (Eminent Domain) which makes the Property unmar-
- 180 ketable in its total state as offered in this Contract.
- 181 3. The Property, or an interest in it, is voluntarily or involuntarily donated or transferred.
- 182 4. Owner is a partnership, joint venture, limited liability company, corporation, trust or other entity, and any interest in Owner
- 183 is voluntarily or involuntarily sold, contributed, conveyed, or transferred to another person or entity that, as of the date of this
- 184 Contract, does not have any ownership interest in Owner.
- 185 5. Owner withdraws the Property from the market; acts as if the Property is not on the market; breaches, terminates or cancels this
- 186 Contract; causes or allows the Property to be made unmarketable or to be reduced in value; or fails to do the things required of
- 187 Owner in the Agreement of Sale or Lease.

188 **(C) In Case of Buyer/Tenant Default**

189 If a buyer/tenant enters into an Agreement of Sale or Lease, then refuses to buy or rent the Property, or if the buyer/tenant is unable  
190 to buy or rent because of failing to do the things required of the buyer/tenant in the Agreement of Sale or Lease, Owner will pay  
191 Broker:

- 192 1. **50%** \_\_\_\_\_ of/from monies paid by buyer/tenant on account of the transaction, including, but not
- 193 limited to, extension fees, option payments, liquidated damages, judgments, etc, OR
- 194 2. Broker's Fee, whichever is less.

195 **(D) Successors and Assigns**

196 If a buyer/tenant under a lease for which a Broker's Fee is payable under this Contract, its successors or assigns, or any agent,  
197 officer, employee or shareholder of a buyer/tenant purchases the Property, whether strictly in accordance with the terms of any  
198 option, right of first refusal, similar right or otherwise during the term of the lease, any extension thereof, or within \_\_\_\_\_ days  
199 after the expiration thereof, then Owner will pay the Broker's Fee in Paragraph 8(B).

200 **11. BROKER'S FEE IF TENANT BUYS PROPERTY**

201 The Broker's fee if a tenant procured by Broker buys the Property is \_\_\_\_\_  
202 off/from the sale price and paid by Owner at settlement.

203 **12. BROKER NOT RESPONSIBLE FOR DAMAGES**

204 Owner agrees that Broker and Broker's Licensee(s) are not responsible for any damage to the Property or any loss or theft of personal  
205 goods from the Property unless such damage, loss or theft is solely and directly caused by Broker or Broker's Licensee(s).

206 **13. BROKER INDEMNIFICATION**

207 Owner hereby agrees that if any claims for brokerage commissions or fees are ever made against Owner and/or Broker in connection  
208 with this transaction, each party shall pay its own legal fees and costs in connection with such claims. It is further agreed that Owner  
209 will indemnify and hold harmless Broker from and against the non-performance of this Agreement by Owner or by a buyer/tenant,  
210 and from any claim of loss or claim for brokerage commissions, including all legal fees and costs, that may be made by any person or  
211 entity. This paragraph shall survive settlement.

212 **14. CONFIDENTIALITY**

213 Owner understands that a buyer/tenant or buyer/tenant's representatives might not treat the existence, terms or conditions of any offer  
214 as confidential unless there is a confidentiality agreement between Owner and buyer/tenant.

215 **15. DEPOSIT MONEY**

216 (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  
217 is completed, the agreement of sale is terminated, or the terms of a prior written agreement between the buyer and Owner have  
218 been met. This escrow account will be held as required by real estate licensing laws and regulations. Buyer and Owner may name a  
219 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  
220 by the Real Estate Licensing and Registration Act. Owner agrees that the person keeping the deposit monies may wait to deposit  
221 any uncashed check that is received as deposit money until Owner has accepted an offer.

222 (B) Broker, if named in a lease, will keep all deposit monies paid by or for the tenant in an escrow account until the tenancy ends,  
223 the lease is terminated, or the terms of a prior written agreement between the tenant and Owner have been met. This escrow  
224 account will be held as required by real estate licensing laws and regulations. Tenant and Owner may name a non-licensee as the  
225 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  
226 Licensing and Registration Act. Owner agrees that the person keeping the deposit monies may wait to deposit any uncashed check  
227 that is received as deposit money until Owner has accepted the lease.

- 229 (C) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to  
 230 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:  
 231 1. If an agreement of sale is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written  
 232 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.  
 233 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing  
 234 Broker how to distribute some or all of the deposit monies.  
 235 3. According to the terms of a final order of court.  
 236 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the  
 237 deposit monies if there is a dispute between the parties that is not resolved.

238 (D) Owner agrees that if Owner names Broker or Broker's licensee(s) in litigation regarding deposit monies, the attorneys' fees and  
 239 costs of the Broker(s) and licensee(s) will be paid by Owner.

240 **16. BROKER'S SERVICE TO OTHER PARTIES**

241 Broker may provide services to a buyer/tenant for which Broker may accept a fee. Such services may include, but are not limited to:  
 242 document preparation; ordering certifications required for closing; financial services; title transfer and preparation services; ordering  
 243 insurance, construction, repair, or inspection services.

244 **17. OTHER PROPERTIES**

245 Owner agrees that Broker may list other properties for sale or rent and that Broker may show and sell other properties to prospective  
 246 buyers/tenants.

247 **18. ADDITIONAL OFFERS**

248 Unless prohibited by Owner, if Broker is asked by a buyer or another licensee(s) about the existence of other offers on the Property,  
 249 Broker will reveal the existence of other offers and whether they were obtained by the Licensee(s) identified in this Contract, by  
 250 another Licensee(s) working with Broker, or by a licensee(s) working for a different Broker. ONCE OWNER ENTERS INTO AN  
 251 AGREEMENT OF SALE OR LEASE, BROKER IS NOT REQUIRED TO PRESENT OTHER OFFERS.

252 **19. PROPERTY INFORMATION**

253 Owner is hereby advised of Owner's duty to disclose known material defects and conditions about the Property. If the Property contains  
 254 not less than one and not more than four residential dwelling units Owner may be required by the Real Estate Seller Disclosure Law  
 255 (68 C.S. §7301 et seq.) to disclose these defects and conditions on a separate disclosure statement.

256 (A) Within 5 days of the Starting Date of this Contract, Owner will (  will not) deliver a completed Property Information Sheet to  
 257 Broker.

258 (B) Owner represents and warrants that there are no known material defects or environmental hazards affecting the Property includ-  
 259 ing, but not limited to, contamination by radon gas, asbestos, polychlorinated biphenyls, underground storage tanks, or petroleum  
 260 products, except as noted on a separate disclosure statement or as follows: \_\_\_\_\_  
 261 \_\_\_\_\_  
 262 \_\_\_\_\_

263 (C) Owner hereby agrees to indemnify, defend (with counsel reasonably acceptable to Broker), and hold Broker harmless against  
 264 claims, actions, suits, liabilities, costs, and expenses arising out of Owner's failure to disclose known material defects and condi-  
 265 tions, including judgments, costs of defense, attorneys' fees, and settlement. This clause will survive the Contract.

266 **20. OWNER REPRESENTATIONS**

267 Owner represents and warrants that:

268 (A) Owner, or each person signing this Contract on behalf of Owner, has the full right, power and authority to execute this Contract as  
 269 or on behalf of Owner;

270 (B) Owner owns the Property and/or has the full right, power, and authority to complete the sale or lease as provided in this Contract;

271 (C) Neither Owner nor the Property is the subject of a bankruptcy, insolvency, probate, or conservatorship proceeding;

272 (D) Owner has no notice or knowledge that any tenant or sub-tenant of the Property, if any, is the subject of a bankruptcy or insolvency  
 273 proceeding;

274 (E) There are no effective, valid, or enforceable option rights, rights of first refusal, rights of first offer, or any other restrictions,  
 275 impediments, or limitations on Owner's right, ability, and capacity to complete a sale or lease of the Property, except as disclosed  
 276 in writing as required in Paragraph 7(D).

277 (F) If the transaction is a sale, Owner is legally able to sell the Property with a fee simple title, free and clear, except as follows:  
 278 (additional mortgage, equity loans, debts, liens, judgments, or taxes in arrears, municipal notices or assessments received, mineral  
 279 rights agreements, etc.) \_\_\_\_\_  
 280 \_\_\_\_\_  
 281 \_\_\_\_\_

282 (G) This Property is not subject to preferential tax treatment unless otherwise indicated here: \_\_\_\_\_  
 283 \_\_\_\_\_  
 284 \_\_\_\_\_  
 285 \_\_\_\_\_

286 **If this Property is subject to preferential tax treatment, Owner should seek advice from legal and financial experts.**

287 Broker/Licensee Initials: \_\_\_\_\_

Owner Initials: 

288 **21. RECORDINGS ON THE PROPERTY**

289 (A) Owner understands that potential buyers viewing the Property may engage in photography, videography or videotelephony on  
290 the Property. Owner should remove any items of a personal nature Owner does not wish to have photographed or recorded, such  
291 as family photos, important or confidential paperwork (including any information related to the listing or communications with  
292 Broker or Licensee) and all other personally identifiable information such as birthdates, social security numbers, telephone num-  
293 bers, etc. Owner is responsible for providing this same notification to any occupants of the Property.

294 (B) Any person who intentionally intercepts oral communications by electronic or other means without the consent of all parties is  
295 guilty of a felony under Pennsylvania law. Owner understands that recording or transmitting audio may result in violation of state  
296 or federal wiretapping laws. **Owner hereby releases all BROKERS, their LICENSEES, EMPLOYEES and any OFFICER**  
297 **or PARTNER of any one of them, and any PERSON, FIRM or CORPORATION who may be liable by or through them,**  
298 **from any claims, lawsuits and actions which may arise from any audio or video recordings occurring in or around the**  
299 **Property.**

300 **22. RECOVERY FUND**

301 Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment)  
302 against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays  
303 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  
304 (717) 783-3658.

305 **23. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA**

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

311 **24. TRANSFER OF THIS CONTRACT**

312 (A) Owner agrees that Broker may transfer this Contract to another broker when:  
313 1. Broker stops doing business, OR  
314 2. Broker forms a new real estate business, OR  
315 3. Broker joins his business with another.  
316 (B) Broker will notify Owner immediately in writing if Broker transfers this Contract to another broker. Owner will follow all require-  
317 ments of this Contract with the new broker.

318 **25. ALTERNATIVE TRANSACTION**

319 If the sale or lease of the Property changes to any other transaction, including but not limited to sale, lease, exchange, option to buy,  
320 right of first refusal, ground lease, sublease or assignment of lease, or expansion or relocation of Tenant in any other property of Owner,  
321 then Broker will be Owner's sole and exclusive Agent for the transaction and will represent Owner under the terms and conditions of  
322 this Contract.

323 **26. CONFLICT OF INTEREST**

324 It is a conflict of interest when Broker or Licensee has a financial or personal interest in the property and/or cannot put Owner's inter-  
325 ests before any other. If Broker, or any of Broker's licensees, has a conflict of interest, Broker will notify Owner in writing in a timely  
326 manner.

327 **27. ENTIRE CONTRACT**

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

330 **28. CHANGES TO THIS CONTRACT**

331 All changes to this Contract must be in writing and signed by Broker and Owner.

332 **29. MARKETING OF PROPERTY**

333 (A) Marketing Services

334 1. A Multiple Listing Service (MLS) and Commercial Information Exchange (CIE) are subscription services used by real estate  
335 licensees to market properties to other subscribers. If marketed in an MLS, Broker will make an offer of cooperating compen-  
336 sation to another participant who procures a tenant or buyer for the Property (See Paragraph 9). MLS and CIE marketing are  
337 governed by specific rules and policies, which may differ depending on the service used.

338 2. Owners have the right to decide whether their Property will be marketed in an MLS, CIE, or otherwise, but should understand  
339 that opting out of MLS marketing may restrict Broker's ability to market the Property in other ways.

340  Broker will not use a Multiple Listing Service (MLS), Commercial Information Exchange (CIE) or other distribution meth-  
341 ods to advertise the Property to other real estate brokers and salespersons. Owner understands and agrees that the listing  
342 may be reported to an MLS, but will not be marketed for sale via an MLS. Further, Seller understand and agrees that any and  
343 all public marketing of the Property through the use of other means such as signs, social media, and public-facing websites  
344 may be prohibited. Owner may be required to sign an additional waiver or release to comply with MLS rules and policies.

345  Broker will use the following to advertise the Property to other real estate brokers and salespersons (check all that apply):

346  MLS  CIE  Other distribution methods

347 Broker/Licensee Initials: \_\_\_\_\_

Owner Initials: 

348 3. Owner agrees that Broker and Licensee, and an MLS, CIE or other distribution methods are not responsible for mistakes in  
349 advertising of the Property.

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

351 1. Some brokers may use a VOW or IDX, which are governed by specific rules and policies. Owners have the right to control  
352 some elements of how their property is displayed on a VOW and/or IDX website(s).

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

354  Comments or reviews about Owner's listings, or a hyperlink to such comments or reviews, in immediate conjunction with  
355 Owner's listing.

356  Automated estimates of the marketing value of Owner's listing, or a hyperlink to such estimates, in immediate conjunction  
357 with Owner's listing.

358 (C) Other

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

363 2.  Owner does not want the listed Property to be displayed on the Internet.

364  Owner does not want the address of the listed Property to be displayed on the Internet.

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

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

369 (F) Other

370 30. PUBLICATION OF SALE PRICE

371 Owner is aware that the MLS, CIE, newspapers, websites, and other media may publish the final sale price of the Property.

372 31. TAXES & ASSESSMENTS

373 (A) At settlement, Owner will pay one-half of the total Real Estate Transfer Taxes, unless otherwise stated here: \_\_\_\_\_  
374 \_\_\_\_\_

375 (B) Yearly Property Taxes \$ \_\_\_\_\_ Property Assessed Value \$ \_\_\_\_\_

376 (C) Is the property preferentially assessed (including a tax abatement)?  Yes  No

377 If applicable, how many years remain? \_\_\_\_\_

378 (D) Municipality Assessments \$ \_\_\_\_\_

379 32. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)

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

387 33. TITLE & POSSESSION

388 (A) Owner will give possession of Property to a buyer at settlement, or on \_\_\_\_\_

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

390  Oil  Gas  Mineral  Coal  Other

391 If checked, please explain: \_\_\_\_\_  
392 \_\_\_\_\_

393 (C) Owner has, as of the date of this Agreement:

394  First mortgage with \_\_\_\_\_ Amount of balance \$ \_\_\_\_\_  
395 Address \_\_\_\_\_

396 Phone \_\_\_\_\_ Acct.# \_\_\_\_\_

397  Second mortgage with \_\_\_\_\_ Amount of balance \$ \_\_\_\_\_  
398 Address \_\_\_\_\_

399 Phone \_\_\_\_\_ Acct.# \_\_\_\_\_

400  Line of credit with \_\_\_\_\_ Amount of balance \$ \_\_\_\_\_  
401 Address \_\_\_\_\_

402 Phone \_\_\_\_\_ Acct.# \_\_\_\_\_

403  Owner authorizes Broker to receive mortgage payoff and/or line of credit payoff information from lender(s).

405 (D) Owner has, as of the date of this Agreement:  
406  Judgments \$ \_\_\_\_\_  Past Due Municipal Assessment \$ \_\_\_\_\_  
407  Past Due Property Taxes \$ \_\_\_\_\_  Federal Tax Liens \$ \_\_\_\_\_  
408  State Tax Liens \$ \_\_\_\_\_  Other: \_\_\_\_\_

409 (E) Owner will immediately notify Broker in the event any of the above information sufficiently changes to render it materially inaccurate. This includes, but is not limited to, the satisfaction of a mortgage, a change in account number, the refinance of a mortgage, and the entry of a new tax lien.

412 **34. BUYER FINANCING**

413 Owner will accept the following arrangements for buyer to pay for the Property:  
414  Cash  Conventional mortgage  Other \_\_\_\_\_

415 **35. BANKRUPTCY**

416 Owner will notify Broker immediately in the event the Property comes under the jurisdiction of a bankruptcy court. If Owner is the subject of bankruptcy, Owner will take all steps necessary to obtain court approval of Broker's appointment to sell or lease the Property, unless Broker elects to terminate this Contract upon notice of the bankruptcy.

419 **36. COPYRIGHT**

420 In consideration of Broker's efforts to market Owner's Property as stated in this Contract, Owner grants Broker a non-exclusive, world-wide license (the "License") to use any potentially copyrightable materials (the "Materials") which are related to the Property and provided by Owner 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 Owner's Property. This License permits Broker to submit the Materials to one or more Multiple Listing Services, Commercial Information Exchanges or other distribution methods, to include the Materials in compilations of property listings, and to otherwise distribute, publicly display, reproduce, publish and produce derivative works from the Materials for any purpose that does not conflict with the express terms of this Contract. The License may not be revoked by Owner and shall survive the ending of this Contract. Owner also grants Broker the right to sublicense to others any of these rights granted to Broker by Owner. Owner represents and warrants to Broker that the License granted to Broker for the Materials does not violate or infringe upon the rights, including any copyrights, of any person or entity. Owner understands that the terms of the License do not grant Owner any legal right to any works that Broker may produce using the Materials.

431 **37. NOTICE BEFORE SIGNING**

432 When signed by both parties, this is a legal contract. Owner acknowledges that Broker has advised Owner to consult and retain experts to advise and represent Owner concerning the legal and tax effects of this Contract and the completion of the sale, lease, or alternative transaction, as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title and environmental aspects. Broker will have no obligation to investigate any such matters unless expressly agreed to in writing by Broker and Owner. Owner further acknowledges that in determining the financial soundness of any prospective buyer, tenant, or security offered, Owner will rely solely on Owner's own investigation, regardless of Broker's assistance in gathering information.

439 **38. SPECIAL CLAUSES**

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

- 441  Commercial Property Information Sheet (PAR Form CPI)
- 442  Consumer Services Fee Addendum (PAR Form CSF)
- 443  Vacant Land Addendum to Listing Contract (PAR Form VLA)
- 444  Short Sale Addendum (PAR Form SSL)
- 445  \_\_\_\_\_
- 446  \_\_\_\_\_

447 (B) Additional Terms:

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463 Broker/Licensee Initials: \_\_\_\_\_

Owner Initials:   
VanLeer, Gary &

464 \_\_\_\_\_ Owner has read the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa.  
465 \_\_\_\_\_ Code §35.336.  
466 \_\_\_\_\_ Owner has received the Seller's Property Disclosure form and agrees to complete and return to Listing Broker in  
467 \_\_\_\_\_ a timely manner, if warranted.  
468 \_\_\_\_\_ Owner has received the Lead-Based Hazards Disclosure form and agrees to complete and return to Listing Broker  
469 \_\_\_\_\_ in a timely manner, if warranted.

470 Owner has read the entire Contract before signing. Owner must sign this Contract.

471 Owner gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es) listed. Return  
472 of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures of all parties,  
473 constitutes acceptance by the parties. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an  
474 original and which counterparts together shall constitute one and the same Agreement of the Parties.

475 NOTICE BEFORE SIGNING: IF OWNER HAS LEGAL QUESTIONS, OWNER IS ADVISED TO CONSULT A PENN-  
476 SYLVANIA REAL ESTATE ATTORNEY.

477 OWNER  DATE 10-01-22

478 OWNER  DATE 10-01-22  
Robin G. VanLeer

479 OWNER \_\_\_\_\_ DATE \_\_\_\_\_

480 BROKER (Company Name) Berkshier Hathaway HomeServices, The Preferred Realty

481 AUTHORIZED PERSON  DATE 10-01-22  
Don Powell