



PREFERRED

A different kind of real estate company®

LISTING

PRINT & GO

- ✓ Consumer Notice
- ✓ Listing Contract (*Residential*)
- ✓ RESPA Affiliated Business Arrangement Disclosure
- ✓ Seller's Property Disclosure Statement
- ✓ Seller Services Guarantee
- ✓ First American Home Warranty Auto List Letter
- ✓ First American Home Warranty (*Plans, Prices, & Application only*)
- ✓ Showing Instructions
- ✓ Mortgage Information Sheet
- ✓ Sellers Estimated Closing Costs
- ✓ Social Security Number Authorization
- ✓ PHH Special Financing Consent Form
- ✓ #1 Franchise Flyer
- ✓ Listing File Checklist

Agents: In addition, don't forget to grab Listing Promo & Hardcopy items for your client, located in your Branch Office Resource Room.

Listing Promo & Hardcopy Packet Items:

- Premier Real Estate Marketing Brochure (*AA's re-order from the Conshohocken office admin*)
- Home Enhancement Guide Brochure(*AA's re-order from deskshop.com/coldwellbanker*)

CONSUMER NOTICE

THIS IS NOT A CONTRACT

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Pennsylvania Law requires real estate brokers and salespersons (licensees) to advise consumers who are seeking to sell or purchase residential or commercial real estate or tenants who are seeking to lease residential or commercial real estate where the licensee is working on behalf of the tenant of the business relationships permitted by the Real Estate Licensing and Registration Act. **This notice must be provided to the consumer at the first contact where a substantive discussion about real estate occurs unless an oral disclosure has been previously provided. If the oral disclosure was provided, this notice must be provided at the first meeting or the first time a property is shown to the consumer by the broker or salesperson.**

Before you disclose any information to a licensee, be advised that unless you select an agency relationship, the licensee is NOT REPRESENTING YOU. A business relationship of any kind will NOT be presumed but must be established between the consumer and the licensee.

Any licensee who provides you with real estate services owes you the following duties:

- Exercise reasonable professional skill and care which meets the practice standards required by the Act.
- Deal honestly and in good faith.
- Present, in a reasonably practicable period of time, all offers, counteroffers, notices, and communications to and from the parties in writing. The duty to present written offers and counteroffers may be waived if the waiver is in writing.
- Comply with Real Estate Seller Disclosure Act.
- Account for escrow and deposit funds.
- Disclose all conflicts of interest in a reasonably practicable period of time.
- Provide assistance with document preparation and advise the consumer regarding compliance with laws pertaining to real estate transactions.
- Advise the consumer to seek expert advice on matters about the transaction that are beyond the licensee's expertise.
- Keep the consumer informed about the transaction and the tasks to be completed.
- Disclose financial interest in a service, such as financial, title transfer and preparation services, insurance, construction, repair or inspection, at the time service is recommended or the first time the licensee learns that the service will be used.

A licensee may have the following business relationships with the consumer:

Seller Agency:

Seller agency is a relationship where the licensee, upon entering into a written agreement, works only for a seller/landlord.

Seller's agents owe the additional duties of:

- *Loyalty* to the seller/landlord by acting in the seller's/landlord's best interest.
- *Confidentiality*, except that a licensee has a duty to reveal known material defects about the property.
- Making a *continuous and good faith effort* to find a buyer for the property, except while the property is subject to an existing agreement.
- Disclosure to other parties in the transaction that the licensee has been engaged as a seller's agent.

A seller's agent may compensate other brokers as *subagents* if the seller/landlord agrees in writing. Subagents have the same duties and obligations as the seller's agent. Seller's agents may also compensate buyer's agents and transaction licensees who do not have the same duties and obligations as seller's agents.

If you enter into a written agreement, the licensees in the real estate company owe you the additional duties identified above under seller agency. The exception is designated agency. See the designated agency section in this notice for more information.

Buyer Agency:

Buyer agency is a relationship where the licensee, upon entering into a written agreement, works only for the buyer/tenant.

Buyer's agents owe the additional duties of:

- *Loyalty* to the buyer/tenant by acting in the buyer's/tenant's best interest.
- *Confidentiality*, except that a licensee is required to disclose known material defects about the property.
- Making a *continuous and good faith effort* to find a property for the buyer/tenant, except while the buyer/tenant is subject to an existing contract.
- Disclosure to other parties in the transaction that the licensee has been engaged as a buyer's agent.

A buyer's agent may be paid fees, which may include a percentage of the purchase price, and, even if paid by the seller/landlord, will represent the interests of the buyer/tenant.

If you enter into a written agreement, the licensees in the real estate company owe you the additional duties identified above under buyer agency. The exception is designated agency. See the designated agency section in this notice for more information.

Dual Agency:

Dual agency is a relationship where the licensee acts as the agent for both the seller/landlord and the buyer/tenant in the same transaction with the written consent of all parties. Dual agents owe the additional duties of:

- Taking no action that is *adverse or detrimental* to either party's interest in the transaction.
- Unless otherwise agreed to in writing, making a *continuous and good faith effort* to find a buyer for the property and a property for the buyer, unless either are subject to an existing contract.
- *Confidentiality*, except that a licensee is required to disclose known material defects about the property.

Designated Agency:

In designated agency, the employing broker may, with your consent, designate one or more licensees from the real estate company to represent you. Other licensees in the company may represent another party and shall not be provided with any confidential information. The designated agent(s) shall have the duties as listed above under seller agency and buyer agency.

In designated agency, the employing broker will be a dual agent and have the additional duties of:

- Taking reasonable care to protect any confidential information disclosed to the licensee.
- Taking responsibility to direct and supervise the business activities of the licensees who represent the seller and buyer while taking no action that is adverse or detrimental to either party's interest in the transaction.

The designation may take place at the time that the parties enter into a written agreement, but may occur at a later time. Regardless of when the designation takes place, the employing broker is responsible for ensuring that confidential information is not disclosed.

Transaction Licensee:

A transaction licensee is a broker or salesperson who provides communication or document preparation services or performs other acts for which a license is required **WITHOUT being the agent or advocate** for either the seller/landlord or the buyer/tenant. Upon signing a written agreement or disclosure statement, a transaction licensee has the additional duty of limited confidentiality in that the following information may not be disclosed:

- The seller/landlord will accept a price less than the asking/listing price.
- The buyer/tenant will pay a price greater than the price submitted in a written offer.
- The seller/landlord or buyer/tenant will agree to financing terms other than those offered.

Other information deemed confidential by the consumer shall not be provided to the transaction licensee.

OTHER INFORMATION ABOUT REAL ESTATE TRANSACTIONS

The following are negotiable and shall be addressed in an agreement/disclosure statement with the licensee:

- The duration of the employment, listing agreement or contract.
- The fees or commissions.
- The scope of the activities or practices.
- The broker's cooperation with other brokers, including the sharing of fees.

Any sales agreement must contain the zoning classification of a property except in cases where the property is zoned solely or primarily to permit single family dwellings.

A Real Estate Recovery Fund exists to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

ACKNOWLEDGMENT

I acknowledge that I have received this disclosure.

Date: _____	_____	_____
	Print (Consumer)	Print (Consumer)
	_____	_____
	Signed (Consumer)	Signed (Consumer)
	_____	_____
	Address (optional)	Address (optional)
	_____	_____
	Phone Number (optional)	Phone Number (optional)

I certify that I have provided this document to the above consumer.

Date: _____	_____
	Print (Licensee)

	Signed (Licensee)

Adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

LISTING 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)** COLDWELL BANKER PREFERRED

2 **LICENSEE(S)** _____

3 **SELLER** _____

4 **Does Seller have a Listing Contract with another Broker?** Yes No

5 **If yes, explain:** _____

6 _____

7 **1. PROPERTY** **LISTED PRICE \$** _____

8 Address _____

9 Municipality (city, borough, township) _____

10 County _____ School District _____

11 Zoning _____ Present Use _____

12 Identification (Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date) _____

13 _____

14 **2. STARTING & ENDING DATES OF LISTING CONTRACT (ALSO CALLED "TERM")**

15 A. No Association of REALTORS® has set or recommended the term of this contract. By law, the length or term of a listing contract may not exceed one year. Broker and Seller have discussed and agreed upon the length or term of this Contract.

16 B. Starting Date: This Contract starts when signed by Broker and Seller, unless otherwise stated here: _____.

17 C. Ending Date: This Contract ends on _____.

18 **3. DUAL AGENCY** Seller agrees that Broker may also represent the buyer(s) of the Property. The Broker is a DUAL AGENT when representing both Seller and the buyer in the sale of a property.

19 **4. DESIGNATED AGENCY**

20 **Not Applicable**

21 **Applicable.** Broker may designate licensees to represent the separate interests of Seller and the buyer. Licensee (identified above) is the Designated Agent, who will act exclusively as the Seller Agent. If Property is introduced to the buyer by a licensee in the Company who is not representing the buyer, then that licensee is authorized to work on behalf of Seller. If Licensee is also the Buyer's Agent, then Licensee is a DUAL AGENT.

22 **5. BROKER'S FEE** No Association of REALTORS® has set or recommended the Broker's Fee. Broker and Seller have negotiated the fee that Seller will pay Broker. Broker's Fee is 6 % of the sales price AND \$ 325.00, paid by Seller.

23 **6. COOPERATION WITH OTHER BROKERS**

24 Licensee has explained Broker's company policies about cooperating with other brokers. Broker and Seller agree that Broker will pay from Broker's Fee a fee to another broker who procures the buyer, is a member of a Multiple Listing Service (MLS), and who:

25 A. **represents Seller (SUBAGENT).** Broker will pay 0% of/from the sale price.

26 B. **represents the buyer (BUYER'S AGENT).** Broker will pay 3% of/from the sale price.

27 **A Buyer's Agent, even if compensated by Broker for Seller, will represent the interests of the buyer.**

28 C. **does not represent either Seller or a buyer (TRANSACTION LICENSEE).**

29 Broker will pay 0% of/from the sale price.

30 **7. PAYMENT OF BROKER'S FEE**

31 A. **Seller will pay Broker's Fee if Property, or any ownership interest in it, is sold or exchanged during the term of this Contract by Broker, Broker's salespersons, Seller, or by any other person or broker, at the listed price or any price acceptable to Seller.**

32 B. Seller will pay Broker's Fee if a ready, willing, and able buyer is found by Broker or by anyone, including Seller. A willing buyer is one who will pay the listed price or more for the Property, or one who has submitted an offer accepted by Seller.

33 C. Seller will pay Broker's Fee if negotiations that are pending at the Ending Date of this Contract result in a sale.

34 D. Seller will pay Broker's Fee for a sale that occurs after the Ending Date of this Contract IF:

35 (1) The sale occurs within 60 days of the Ending Date, AND

36 (2) The buyer was shown or negotiated to buy the Property during the term of this contract, AND

37 (3) The Property is not listed under an "exclusive right to sell contract" with another broker at the time of the sale.

38 E. If a buyer signs an agreement of sale then refuses to buy the Property, or if a buyer is unable to buy the Property because of failing to do all the things required of the buyer in the agreement of sale (buyer default), Seller will pay Broker 50% of/from buyer's deposit monies, OR the **Broker's Fee** in Paragraph 5, whichever is less.

39 F. If the Property or any part of it is taken by any government for public use (Eminent Domain), Seller will pay Broker's Fee from any money paid by the government.

40 G. If a sale occurs, Broker's Fee will be paid upon delivery of the deed or other evidence of transfer of title or interest. If the Property is transferred by an installment contract, Broker's Fee will be paid upon the execution of the installment contract.

41 _____



56 **8. DUTIES OF BROKER AND SELLER**

- 57 A. Broker is acting as a Seller's Agent, as described in the Consumer Notice, to market the Property and to negotiate with poten-
58 tial buyers. Broker will use reasonable efforts to find a buyer for the Property.
59 B. Seller will cooperate with Broker and assist in the sale of the Property as asked by Broker.
60 C. All showings, negotiations and discussions about the sale of the Property will be done by Broker on Seller's behalf. All written
61 or oral inquiries that Seller receives or learns about regarding the Property, regardless of the source, will be referred to Broker.
62 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
63 oral, Seller will provide a written summary of the terms, including amount of rent, ending date, and Tenant's responsibilities.
64 E. Seller will not enter into or renew any leases during the term of this Contract without first giving notice to Broker.

65 **9. BROKER'S SERVICE TO BUYER**

66 Broker may provide services to a buyer for which Broker may accept a fee. Such services may include, but are not limited to:
67 deed/document preparation; ordering certifications required for closing; financial services; title transfer and preparation services;
68 ordering insurance, construction, repair, or inspection services. Broker will disclose to Seller if any fees are to be paid by Buyer.

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

70 Seller agrees that Broker and Broker's salespersons are not responsible for any damage to the Property or any loss or theft of per-
71 sonal goods from the Property unless such damage, loss or theft is directly caused by Broker or Broker's salespersons.

72 **11. DEPOSIT MONEY**

- 73 A. Broker, or any person Seller and the buyer name in the agreement of sale, will keep all deposit monies paid by or for the buyer
74 in an escrow account until the sale is completed or the agreement of sale is terminated. If held by Broker, this escrow account
75 will be held as required by real estate licensing laws and regulations. Seller agrees that the person keeping the deposit monies
76 may wait to deposit any uncashed check that is received as deposit money until Seller has accepted an offer.
77 B. If Seller joins Broker or Licensee in a lawsuit for the return of deposit monies, Seller will pay Broker's and Licensee's attor-
78 neys' fees and costs.

79 **12. OTHER PROPERTIES**

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

81 **13. CONFLICT OF INTEREST**

82 A conflict of interest is when Broker or Licensee has a financial or personal interest where Broker or Licensee cannot put Seller's
83 interests before any other. If Broker, Licensee, or any of Broker's salespeople has a conflict of interest, Broker will notify Seller in
84 a timely manner.

85 **14. PUBLICATION OF SALE PRICE**

86 Seller is aware that the Multiple Listing Service (MLS), newspapers, and other media may publish the final sale price of the
87 Property after settlement.

88 **15. SELLER WILL REVEAL DEFECTS & ENVIRONMENTAL HAZARDS**

- 89 A. Seller (including Sellers exempt from the Real Estate Seller Disclosure Law) will disclose all known material defects and/or
90 environmental hazards on a separate disclosure statement. A material defect is a problem or condition that:
91 (1) is a possible danger to those living on the Property, or
92 (2) has a significant, adverse effect on the value of the Property.
93 The fact that a structural element, system or subsystem is near, at or beyond the end of the normal useful life of such a struc-
94 tural element, system or subsystem is not by itself a material defect.
95 B. If Seller fails to disclose known material defects and/or environmental hazards:
96 (1) Seller will not hold Broker or Licensee responsible in any way;
97 (2) Seller will protect Broker and Licensee from any claims, lawsuits, and actions that result;
98 (3) Seller will pay all of Broker's and Licensee's costs that result. This includes attorneys' fees and court-ordered payments
99 or settlements (money Broker or Licensee pays to end a lawsuit or claim).

100 **16. IF PROPERTY WAS BUILT BEFORE 1978**

101 The Residential Lead-Based Paint Hazard Reduction Act says that any seller of property built before 1978 must give the buyer an
102 EPA pamphlet titled *Protect Your Family From Lead in Your Home*. The seller also must tell the buyer and the broker what the sell-
103 er knows about lead-based paint and lead-based paint hazards that are in or on the property being sold. Seller must tell the buyer
104 how the seller knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-
105 based paint hazards are, the condition of the painted surfaces, and any other information seller knows about lead-based paint and
106 lead-based paint hazards on the property. Any seller of a pre-1978 structure must also give the buyer any records and reports that
107 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,
108 or other dwellings in multi-family housing. According to the Act, a seller must give a buyer 10 days (unless seller and the buyer
109 agree to a different period of time) from the time an agreement of sale is signed to have a "risk assessment" or inspection for pos-
110 sible lead-based paint hazards done on the property. Buyers may choose not to have the risk assessment or inspection for lead paint
111 hazards done. If the buyer chooses not to have the assessment or inspection, the buyer must inform the seller in writing of the
112 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
113 does not apply to housing built in 1978 or later.

114 **17. RECOVERY FUND**

115 Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil
116 judgment) against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transac-
117 tion. The Fund repays persons who have not been able to collect the judgment after trying all lawful ways to do so. For com-
118 plete details about the Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside
119 Pennsylvania).

120 **18. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA**

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

126 **19. ADDITIONAL OFFERS**

127 Unless prohibited by Seller, if Broker is asked by a buyer or cooperating broker about the existence of other offers on the
128 Property, Broker will reveal the existence of other offers and whether they were obtained by the Licensee identified in this
129 Contract, by another Licensee working with Broker, or by a cooperating Broker. ONCE SELLER ENTERS INTO AN
130 AGREEMENT OF SALE, BROKER IS NOT REQUIRED TO PRESENT OTHER OFFERS.

131 **20. TRANSFER OF THIS CONTRACT**

132 A. Broker will notify Seller immediately in writing if Broker transfers this Contract to another broker when:

- 133 (1) Broker stops doing business, OR
134 (2) Broker forms a new real estate business, OR
135 (3) Broker joins his business with another.

136 Seller agrees that Broker may transfer this Contract to another broker. Broker will notify Seller immediately in writing
137 when a transfer occurs or Broker will lose the right to transfer this Contract. Seller will follow all requirements of this
138 Contract with the new broker.

139 B. Should Seller give or transfer the Property, or an ownership interest in it, to anyone during the term of this Contract, all
140 owners will follow the requirements of this Contract.

141 **21. NO OTHER CONTRACTS**

142 Seller will not enter into another listing contract with another broker that begins before the Ending Date of this Contract.

143 **22. ENTIRE CONTRACT**

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

146 **23. CHANGES TO THIS CONTRACT**

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

148 **24. SPECIAL INSTRUCTIONS**

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

152 **25. COPYRIGHT**

153 In consideration of Broker's efforts to market Seller's Property as stated in this Contract, Seller grants Broker a non-exclu-
154 sive, world-wide license (the "License") to use any potentially copyrightable materials (the "Materials") which are related to
155 the Property and provided by Seller to Broker or Broker's representative(s). The Materials may include, but are not limited
156 to: photographs, images, video recordings, virtual tours, drawings, written descriptions, remarks, and pricing information
157 related to Seller's Property. This License permits Broker to submit the Materials to one or more multiple listing services, to
158 include the Materials in compilations of listings, and to otherwise distribute, publicly display, reproduce, publish and produce
159 derivative works from the Materials for any purpose that does not conflict with the express terms of this Contract. The
160 License may not be revoked by Seller and shall survive the ending of this Contract. Seller also grants Broker the right to sub-
161 license to others any of these rights granted to Broker by Seller. Seller represents and warrants to Broker that the License
162 granted to Broker for the Materials does not violate or infringe upon the rights, including any copyrights, of any person or
163 entity. Seller understands that the terms of the License do not grant Seller any legal right to any works that Broker may pro-
164 duce using the Materials.

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26. MARKETING OF PROPERTY

- A. Where permitted, Broker, at Broker's option, may use: For sale sign Sold sign Key in office Lock box
 Print /electronic advertising, including photographs Property address in print/electronic advertising.
- B. Broker will/ will not use a Multiple Listing Service (MLS) to advertise the Property to other real estate brokers and salespersons. Seller agrees that Broker, Licensee, and the MLS are not responsible for mistakes in the MLS and/or advertising of the Property.

27. ITEMS INCLUDED/NOT INCLUDED IN THE PRICE OF THE PROPERTY

- A. INCLUDED in the sale are all existing items permanently installed in the Property, free of liens, including plumbing; heating; lighting fixtures (including chandeliers and ceiling fans); water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; unpotted shrubbery, plantings, and trees; any remaining heating and cooking fuels stored on the Property at the time of settlement; sump pumps; storage sheds; mailboxes; wall to wall carpeting; existing window screens; storm windows and screen/storm doors; window covering hardware, shades and blinds; built-in air conditioners; built-in appliances; and the range/oven, unless otherwise stated. Also included: _____
- B. LEASED items (not owned by seller): _____
- C. EXCLUDED fixtures and items: _____

ADDITIONAL INFORMATION (OPTIONAL)

TITLE & POSSESSION

- A. Seller will give possession of Property to a buyer at settlement, or on _____
- B. At settlement, Seller will give full rights of ownership (fee simple) to a buyer except as follows:
(1) Mineral Rights Agreements: _____
(2) Other: _____
- C. Seller has:
 Mortgage with: _____ Amount of balance \$ _____
Address: _____ Phone: _____ Acct. #: _____
 Equity Loan with: _____ Amount of balance \$ _____
Address: _____ Phone: _____ Acct. #: _____
 Seller authorizes Broker to receive mortgage payoff and/or equity loan payoff information from lender(s).
- D. Seller has: Judgments Municipal Assessment Past Due Taxes Other: _____
\$ _____ \$ _____ \$ _____ \$ _____
- 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 county, list the county and the Domestic Relations Number or Docket Number: _____

TAXES, UTILITIES, & ASSOCIATION FEES

- A. At settlement, Seller will pay one-half of the total Real Estate Transfer Taxes, unless otherwise stated here: _____
- B. Real Estate Property Tax Assessment \$ _____ Yearly Taxes \$ _____
Wage/Income Tax \$ _____ Per Capita Tax \$ _____
- C. Estimated Utilities (trash, water, sewer, electric, gas, oil, etc.): _____
- D. Association Fees \$ _____ Include: _____

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

- Cash Conventional mortgage FHA mortgage VA mortgage
- Seller's help to buyer (if any): _____

Seller has read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

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

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

Return by facsimile (FAX) constitutes acceptance of this Contract.

NOTICE BEFORE SIGNING: IF SELLER HAS LEGAL QUESTIONS, SELLER IS ADVISED TO CONSULT AN ATTORNEY.

SELLER'S MAILING ADDRESS: _____

PHONE: _____ **FAX:** _____ **E-MAIL:** _____

SELLER _____ **DATE** _____

SELLER _____ **DATE** _____

BROKER (Company Name) _____ **COLDWELL BANKER PREFERRED**

ACCEPTED BY _____ **DATE** _____





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RESPA AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

(To be presented to Buyers and Sellers and signed upon commencing relationship with Coldwell Banker Preferred, but in no event later than referral of Buyers to the Coldwell Banker Preferred Affiliated Companies)

Buyer (s):
Subject Property: to be determined
Seller(s):
Subject Property:
Date:

Pursuant to the Real Estate Settlement & Procedures Act and the regulations adopted pursuant to that statute, Coldwell Banker Preferred hereby makes the following disclosures:

In order to facilitate your transaction, Coldwell Banker Preferred has established certain affiliated or related companies or business relationships in the area of mortgage lending, title insurance and homeowner’s warranty protection (the “*Affiliated Companies*”). You are **NOT** required to use the listed providers as a condition for settlement of your loan or repurchase, sale or refinancing of the subject property. **There are frequently other settlement service providers available with similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.**

Set forth below are the Affiliated Companies, a brief description of the services provided and the estimated charge or range of charges for the settlement service listed:

A. Title Insurance and Settlement Services:

American Liberty Abstract, LP

American Liberty Abstract, LP is a full service title, settlement and title insurance agency representing buyers, sellers and borrowers in connection with the purchase, sale or refinancing of real estate. Coldwell Banker Preferred has a business relationship with American Liberty Abstract, LP. The nature of that relationship is that some or all of the shareholders of Coldwell Banker Preferred are shareholders of Philadelphia Preferred Real Estate, Inc. Philadelphia Preferred Real Estate, Inc. is a limited partner of American Liberty Abstract, LP, owning a majority of the partnership interests in American Liberty Abstract, LP. Therefore, the shareholders of Coldwell Banker Preferred may receive a financial or other benefit based on this relationship with American Liberty Abstract, LP.

Land Services USA, Inc.

Land Services USA, Inc. is a full service title, settlement and title insurance agency representing buyers, sellers and borrowers in connection with the purchase, sale or refinancing of real estate. Coldwell Banker Preferred has a business relationship with Land Services USA, Inc. The nature of that relationship is that Coldwell Banker Preferred and Land Services USA, Inc. are parties to a Consulting and Marketing Agreement and that by virtue of this relationship, Coldwell Banker Preferred may receive a financial or other benefit.





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American Liberty Abstract, LP's and Land Services USA Inc.'s estimated charges or range of charges for arranging and providing the services set forth below include:

<u>Service</u>	<u>Amount or Range</u>	
Title Insurance Services, Abstract or Title Search	\$ _____	\$ _____
	Basic	Reissue
Title Examination		
Title Insurance Binder		
Title Insurance	(Amount varies with price of housing and Cost of Underwriter's product)	
Closing Service Letter	\$35	
Title Insurance Endorsements	\$50 - \$250	
Notary Fees	\$30 - \$50*	
Recording Costs	\$75 - \$350*	
Incoming/Outgoing Wire Fees	\$20 per wire*	
Overnight Delivery	\$15.50 - \$20*	
Email Delivery of Lender Documents	\$15 - \$50 (if applicable)	

***These fees may apply to both Buyer and Seller**

B. Financing Services / Mortgage Broker- PHH Preferred Mortgage, LLC

PHH Preferred Mortgage, LLC is a full service mortgage brokerage company. Coldwell Banker Preferred has a business relationship with PHH Preferred Mortgage, LLC. The nature of that relationship is that Coldwell Banker Preferred is a member of PHH Preferred Mortgage, LLC and therefore has a financial interest in the performance of PHH Preferred Mortgage, LLC.

Depending upon the type of mortgage sought, the interest rate, and the points to be paid, the following is an estimate of possible charges, depending upon the mortgage program selected:

Application fees	\$500
Credit Report	\$45 - \$55
Loan discount points	0% to 2% of the Loan Amount
Loan origination fee	0% to 1% of the Loan Amount
Appraisal	\$435 - \$500
Document review	\$75 - \$100
Tax service fee	\$98 - \$110
Flood insurance search	\$19.50 - \$30

The loan discount fee may fluctuate on a daily basis based on market demand and the type of loan selected and approved. If you desire additional information, please consult with a PHH Preferred Mortgage, LLC representative.

Certain charges will be imposed by your lender and paid to non-affiliated service providers. Such charges will vary according to the circumstances of your loan, the value of the property and other factors. Such charges will be disclosed and explained to you by PHH Preferred Mortgage, LLC.



PREFERRED

A different kind of real estate company®

A lender is allowed to require the use of an attorney, credit reporting agency or real estate appraiser chosen to represent the lender's interest.

C. Homeowners' Warranty Plan- First American Home Buyers Protection Corp.

You may protect what may be your biggest investment with the purchase of a home warranty service contract. Home warranty contracts vary slightly in cost and type of coverage offered. Coldwell Banker Preferred acts as agent for First American Home Buyers Protection Corp. The First American Home Buyers Protection Plan **starts at \$435.00 before optional coverage (with a \$60.00 deductible)** and is to be paid at closing. The fee includes the full amount of fees due and payable to First American Home Buyers Protection Corp. for Plan administration and provision of services as well as reimbursement to Coldwell Banker Preferred based on an estimate of the expenses incurred in promoting, selling, processing and advertising the Plan. Buyer acknowledges that Buyer has read and received the First American Home Buyers Protection Plan information, and Buyer hereby acknowledges receipt of the home warranty brochure.

D. Homeowner's insurance.

Your mortgage company will require that you purchase a homeowner's policy. Homeowner's insurance covers the structure and contents of your home. Cost varies according to the value of the property and contents covered. Coldwell Banker Preferred has a business relationship with several insurance companies who pay a fee to Coldwell Banker Preferred to cover the administrative costs of maintaining that relationship. Coldwell Banker Preferred has no ownership interest in any insurance company.

E. Professional Movers.

You may require the services of a professional moving company. Costs will vary according to the weight of your household goods and the distance you are moving. Coldwell Banker Preferred has a business relationship with several moving companies who pay a fee to Coldwell Banker Preferred to cover the administrative costs of the relationship. Coldwell Banker Preferred has no ownership interest in any moving company.

ACKNOWLEDGMENT

I/we have read this disclosure statement and understand that Coldwell Banker Preferred has referred me/us to purchase the above-described settlement services and may receive a financial or other benefit as a result of this referral.

Buyer Date

Buyer Date

As the Seller of a property listed with Coldwell Banker Preferred, I acknowledge by my signature below, that I have received and reviewed this RESPA Affiliated Business Arrangement Disclosure Statement.

Seller Date

Seller Date



SELLER'S PROPERTY DISCLOSURE STATEMENT

SPD

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

1 PROPERTY

2 SELLER

3 The Real Estate Seller Disclosure Law (68 P.S. §7301 et seq.) requires that a seller of a property must disclose to a buyer all known
4 material defects about the property being sold that are not readily observable. While the Law requires certain disclosures, this disclo-
5 sure statement covers common topics beyond the basic requirements of the Law in an effort to assist sellers in complying with disclo-
6 sure requirements and to assist buyers in evaluating the property being considered. Sellers who wish to see or use the basic disclosure
7 form can find the form on the Web site of the Pennsylvania State Real Estate Commission.

8 This Statement discloses Seller's knowledge of the condition of the property as of the date signed by Seller and is not a substitute
9 for any inspections or warranties that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a war-
10 ranty or representation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to address
11 concerns about the conditions of the property that may not be included in this Statement. This Statement does not relieve Seller of the
12 obligation to disclose a material defect that may not be addressed on this form.

13 A Material Defect is a problem with a residential real property or any portion of it that would have a significant adverse impact on the
14 value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or sub-
15 system is 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.

16 1. SELLER'S EXPERTISE Seller does not possess expertise in contracting, engineering, architecture, environmental assessment or
17 other areas related to the construction and conditions of the property and its improvements, except as follows: _____
18 _____

19 2. OWNERSHIP/OCCUPANCY

- 20 (a) Is the property currently occupied? ___ Yes ___ No If "yes," by whom? ___ Seller ___ Other occupants (tenants)
21 If property is not occupied, when was it last occupied? _____
22 (b) How long have you owned the property? _____
23 (c) Are you aware of any pets having lived in the house or other structures during your ownership? ___ Yes ___ No
24 If "yes," describe: _____

25 3. ROOF

- 26 (a) Date roof installed: _____ Documented? ___ Yes ___ No ___ Unknown
27 (b) Has the roof been replaced or repaired during your ownership? ___ Yes ___ No
28 If "yes," was the existing roofing material removed? ___ Yes ___ No ___ Unknown
29 (c) Has the roof ever leaked during your ownership? ___ Yes ___ No
30 (d) Are you aware of any problems with the roof, gutters, flashing or downspouts? ___ Yes ___ No

31 Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or remediation efforts:
32 _____

33 4. BASEMENTS AND CRAWL SPACES (Complete only if applicable)

- 34 (a) Does the property have a sump pump? ___ Yes ___ No ___ Unknown
35 If "yes," has it ever run? ___ Yes ___ No ___ Unknown Is it in working order? ___ Yes ___ No ___ Unknown
36 (b) Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space? ___ Yes ___ No
37 (c) Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? ___ Yes ___ No

38 Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or remediation efforts:
39 _____

40 5. TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS

- 41 (a) Are you aware of any termites/wood-destroying insects, dryrot, or pests affecting the property? ___ Yes ___ No
42 (b) Are you aware of any damage to the property caused by termites/wood-destroying insects, dryrot, or pests? ___ Yes ___ No
43 (c) Is your property currently under contract by a licensed pest control company? ___ Yes ___ No
44 (d) Are you aware of any termite/pest control reports or treatments for the property? ___ Yes ___ No

45 Explain any "yes" answers in this section, including the name of any service/treatment provider, if applicable:
46 _____

47 6. STRUCTURAL ITEMS

- 48 (a) Are you aware of any past or present water leakage in the house or other structures? ___ Yes ___ No
49 (b) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other
50 structural components? ___ Yes ___ No
51 (c) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property? ___ Yes ___ No
52 (d) Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as Dryvit or synthetic stucco?
53 ___ Yes ___ No ___ Unknown If yes, date installed, if known _____
54 (e) Are there any defects (including stains) in flooring or floor coverings? ___ Yes ___ No ___ Unknown
55 (f) Are you aware of any fire, storm, water or ice damage to the property? ___ Yes ___ No

56 Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or remediation efforts:
57 _____

58 Buyer Initials: _____ Date _____ SPD Page 1 of 5 Seller Initials: _____ Date _____

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59 7. **ADDITIONS/ALTERATIONS** Have any additions, structural changes, or other alterations been made to the property 59
60 during your ownership? ___ Yes ___ No 60

61	62	63	64	65	66	67
61	62	63	64	65	66	67
61	62	63	64	65	66	67
61	62	63	64	65	66	67
61	62	63	64	65	66	67
61	62	63	64	65	66	67
61	62	63	64	65	66	67

68 **Note to Buyer:** The PA Construction Code Act, 35 P.S. §7210.101 et seq. (effective 2004), and local codes establish standards for building and 68
69 altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work and if 69
70 so, whether they were obtained. Where required permits were not obtained, the municipality might require the current owner to upgrade or remove 70
71 changes made by prior owners. Buyers can have the property inspected by an expert in codes compliance to determine if issues exist. Expanded 71
72 title insurance policies may be available for Buyers to cover the risk of work done to the property by previous owners without a permit or approval. 72

73 **8. WATER SUPPLY** 73

- 74 (a) What is the source of your drinking water? ___ Public Water ___ Well on Property ___ Community Water 74
75 ___ None ___ Other (explain): _____ 75
- 76 (b) When was your water last tested? _____ Test results: _____ 76
77 If your drinking water source is not public, is the pumping system in working order? ___ Yes ___ No 77
78 If "no," explain: _____ 78
- 79 (c) Do you have a softener, filter, or other treatment system? ___ Yes ___ No 79
80 If you do not own the system, explain: _____ 80
- 81 (d) Have you ever had a problem with your water supply? ___ Yes ___ No 81
- 82 (e) Has your well ever run dry? ___ Yes ___ No ___ Not Applicable 82
- 83 (f) Is there a well on the property not used as the primary source of drinking water? ___ Yes ___ No 83
84 If yes, is the well capped? ___ Yes ___ No 84
- 85 (g) Is the water system shared? ___ Yes ___ No 85
- 86 (h) Are you aware of any leaks or other problems, past or present, relating to the water supply, pumping system, and related items? 86
87 ___ Yes ___ No 87

88 **Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or remediation efforts:** 88
89 _____ 89
90 _____ 90

91 **9. SEWAGE SYSTEM** 91

- 92 (a) What is the type of sewage system? ___ Public Sewer ___ Individual On-lot Sewage Disposal System 92
93 ___ Individual On-lot Sewage Disposal System in Proximity to Well ___ Community Sewage Disposal System 93
94 ___ Ten-acre Permit Exemption ___ Holding Tank ___ None ___ None Available/Permit Limitations in Effect 94
95 ___ Other type of sewage system (explain): _____ 95
- 96 (b) If Individual On-lot sewage system, what type? ___ Cesspool ___ Drainfield ___ Unknown 96
97 ___ Other (specify): _____ 97
- 98 (c) Are there any septic tanks on the Property? ___ Yes ___ No ___ Unknown 98
99 If "yes," what type of tank(s)? ___ Metal/steel ___ Cement/concrete ___ Fiberglass ___ Unknown 99
100 ___ Other (specify): _____ 100
- 101 (d) When was the on-site sewage disposal system last serviced? _____ 101
- 102 (e) Are there any sewage pumps located on the property? ___ Yes ___ No 102
103 If yes, type(s) of pump(s) _____ Are pump(s) in working order? ___ Yes ___ No 103
104 Who is responsible for maintenance of sewage pumps? _____ 104
- 105 (f) Is the sewage system shared? ___ Yes ___ No 105
- 106 (g) Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items? ___ Yes ___ No 106

107 **Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or remediation efforts:** 107
108 _____ 108

109 **10. PLUMBING SYSTEM** 109

- 110 (a) Type of plumbing (check all that apply): ___ Copper ___ Galvanized ___ Lead ___ PVC ___ Polybutylene pipe (PB) 110
111 ___ Mixed ___ Unknown ___ Other (explain): _____ 111
- 112 (b) Are you aware of any problems with any of your plumbing fixtures (e.g., including but not limited to: kitchen, laundry, or bath- 112
113 room fixtures; wet bars; etc.)? ___ Yes ___ No 113
114 If "yes," explain: _____ 114

115 **11. DOMESTIC WATER HEATING** 115

- 116 (a) Type of water heating: ___ Electric ___ Natural Gas ___ Fuel Oil ___ Propane ___ Solar ___ Summer/Winter Hook-Up 116
117 Other (explain): _____ 117
- 118 (b) Are you aware of any problems with any water heater or related equipment? ___ Yes ___ No 118
119 If "yes," explain: _____ 119

120 **Buyer Initials:** _____ **Date** _____ **SPD Page 2 of 5** **Seller Initials:** _____ **Date** _____ 120

121 **12. AIR CONDITIONING SYSTEM** 121

122 (a) Type of air conditioning: Central Air Wall Units Window Units None 122

123 Other (explain): _____ 123

124 Number of window units included in sale Location(s) _____ 124

125 (b) Age of Central Air Conditioning System: _____ Unknown Date last serviced, if known _____ 125

126 (c) List any areas of the house that are not air conditioned: _____ 126

127 (d) Are you aware of any problems with any item in this section? Yes No 127

128 If "yes," explain: _____ 128

129 **13. HEATING SYSTEM** 129

130 (a) Type(s) of heating fuel(s) (check all that apply): Electric Fuel Oil Natural Gas Propane 130

131 Coal Wood Other: _____ 131

132 (b) Type(s) of heating system(s) (check all that apply): Forced Hot Air Hot Water Heat Pump 132

133 Electric Baseboard Steam Wood Stove (How many?) Coal Stove (How many?) 133

134 Other: _____ 134

135 (c) Age of Heating System: _____ Unknown Date last serviced, if known _____ 135

136 (d) Are there any fireplaces? Yes No If "yes," how many? Are they working? Yes No 136

137 (e) Are there any chimneys (from a fireplace, water heater or any other heating system)? Yes No 137

138 If "yes," how many? When were they last cleaned? _____ Unknown _____ 138

139 Are they working? Yes No If "no," explain: _____ 139

140 (f) List any areas of the house that are not heated: _____ 140

141 (g) Are you aware of any heating fuel tanks on the property? Yes No 141

142 Location(s), including underground tank(s): _____ 142

143 If you do not own the tanks, explain: _____ 143

144 **Are you aware of any problems or repairs needed regarding any item in this section?** Yes No 144

145 **If "yes," explain:** _____ 145

146 _____ 146

147 **14. ELECTRICAL SYSTEM** 147

148 (a) Type of Electrical System: Fuses Circuit Breakers How Many Amps? _____ Unknown 148

149 (b) Are you aware of any knob and tube wiring in the home? Yes No 149

150 **Are you aware of any problems or repairs needed in the electrical system?** Yes No 150

151 **If "yes," explain:** _____ 151

152 **15. OTHER EQUIPMENT AND APPLIANCES** 152

153 **This section must be completed for each item that will, or may, be sold with the property. The fact that an item is listed does** 153

154 **not mean it is included in the Agreement of Sale. Terms of the Agreement of Sale negotiated between Buyer and Seller will** 154

155 **determine which items, if any, are included in the purchase of the Property.** 155

156 (a) Electric Garage Door Opener Number of Transmitters Keyless Entry 156

157 (b) Smoke Detectors How many? Location(s) _____ 157

158 (c) Security Alarm System Owned Leased (Lease Information _____) 158

159 (d) Lawn Sprinkler(s) How many? Automatic Timer _____ 159

160 (e) Swimming Pool Hot Tub/Spa Pool/Spa Heater Pool/Spa Cover Whirlpool/Tub 160

161 Pool/Spa Equipment and Accessories (list): _____ 161

162 (f) Refrigerator(s) Range/Oven Microwave Oven Dishwasher Trash Compactor 162

163 Garbage Disposal Chest Freezer Washer Dryer Intercom 163

164 (g) Ceiling Fan(s) How many? Location(s) _____ 164

165 (h) Awnings Attic Fan(s) Satellite Dish Storage Shed Deck(s) Electric Animal Fence 165

166 (i) Other: _____ 166

167 **Are you aware of any problems or repairs needed regarding any item in this section?** Yes No 167

168 **If "yes," explain:** _____ 168

169 **16. LAND (SOILS, DRAINAGE, FLOODING AND BOUNDARIES)** 169

170 (a) **Land/Soils** 170

171 1) Are you aware of any fill or expansive soil on the property? Yes No 171

172 2) Are you aware of any sliding, settling, earth movement, upheaval, subsidence, or earth stability problems that have 172

173 occurred on or affect the property? Yes No 173

174 3) Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations that might affect this 174

175 property? Yes No 175

176 **Note to Buyer:** The property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence 176

177 damage may occur and mine subsidence insurance are available through: Department of Environmental Protection, Mine Subsidence 177

178 Insurance Fund, 25 Technology Drive, California Technology Park, Coal Center, PA 15423 (800) 922-1678 (within Pennsylvania) or 178

179 (724) 769-1100 (outside Pennsylvania). 179

180 **Buyer Initials:** _____ **Date** _____ **SPD Page 3 of 5** **Seller Initials:** _____ **Date** _____ 180

- 181 4) Is the property, or a portion of it, preferentially assessed for tax purposes, or subject to limited development rights? 181
 182 Yes No If "yes", check all that apply below: 182
 183 **Farmland and Forest Land Assessment Act** - 72 P.S. §5490.1 et seq. (Clean and Green Program) 183
 184 **Open Space Act** - 16 P.S. §11941 et seq. 184
 185 **Agricultural Area Security Law** - 3 P.S. §901 et seq. (Development Rights) 185
 186 Other _____ 186

187 *Note to Buyer: Pennsylvania has enacted the Right to Farm Act (3 P.S. § 951-957) in an effort to limit the circumstances under 187*
 188 *which agricultural operations may be subject to nuisance suits or ordinances. Buyers are encouraged to investigate whether any 188*
 189 *agricultural operations covered by the Act operate in the vicinity of the property.* 189

190 **Explain any "yes" answers in this section:** _____ 190
 191 _____ 191

- 192 (b) **Flooding/Drainage** 192
 193 1) Is any part of this property located in a wetlands area or a FEMA flood zone? Yes No Unknown 193
 194 2) Do you know of any past or present drainage or flooding problems affecting the property? Yes No 194

195 **Explain any "yes" answers in this section, including dates and extent of flooding:** _____ 195
 196 _____ 196

- 197 (c) **Boundaries** 197
 198 1) Do you know of any encroachments, boundary line disputes, or easements affecting the property? Yes No 198

199 *Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the 199*
 200 *easements do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Buyers may wish to 200*
 201 *determine the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching 201*
 202 *the records in the Office of the Recorder of Deeds for the county before entering into an agreement of sale.* 202

- 203 2) Do you access the property from a private road or lane? Yes No 203
 204 If yes, do you have a recorded right of way or maintenance agreement? Yes No 204
 205 3) Are you aware of any shared or common areas (e.g., driveways, bridges, docks, walls, etc.) or maintenance agreements? 205
 206 Yes No 206

207 **Explain any "yes" answers in this section:** _____ 207
 208 _____ 208

209 **17. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES** 209

- 210 (a) Are you aware of any underground tanks (other than home heating fuel or septic tanks disclosed above)? Yes No 210
 211 (b) Are you aware of any past or present hazardous substances present on the property (structure or soil) such as, but not limited to, 211
 212 asbestos or polychlorinated biphenyls (PCBs), etc.? Yes No 212
 213 (c) Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the property, or have you 213
 214 received written notice of sewage sludge being spread on an adjacent property? Yes No 214
 215 (d) Are you aware of any tests for mold, fungi, or indoor air quality in the property? Yes No 215
 216 (e) Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the 216
 217 property? Yes No 217

218 *Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination. If mold contamination or indoor air qual- 218*
 219 *ity is a concern, buyers are encouraged to engage the services of a qualified professional to do testing. Information on this issue is 219*
 220 *available from the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box 37133, 220*
 221 *Washington, D.C. 20013-7133, 1-800-438-4318.* 221

- 222 (f) Are you aware of any dumping on the property? Yes No 222
 223 (g) Have you received written notice regarding the presence of an environmental hazard or biohazard on your property or any 223
 224 adjacent property? Yes No 224
 225 (h) Are you aware of any tests for radon gas that have been performed in any buildings on the property? Yes No 225
 226 If "yes," list date, type, and results of all tests below: 226

DATE	TYPE OF TEST	RESULTS (picocuries/liter or working levels)	NAME OF TESTING SERVICE
_____	_____	_____	_____
_____	_____	_____	_____

- 230 (i) Are you aware of any radon removal system on the property? Yes No 230
 231 If "yes," list date installed and type of system, and whether it is in working order below: 231
 232 DATE INSTALLED TYPE OF SYSTEM PROVIDER WORKING ORDER? 232
 233 _____ Yes No 233
 234 _____ Yes No 234

- 235 (j) If property was constructed, or if construction began, before 1978, you must disclose any knowledge of lead-based paint on the 235
 236 property. Are you aware of any lead-based paint or lead-based paint hazards on the property? Yes No 236
 237 If "yes," explain how you know of it, where it is, and the condition of those lead-based paint surfaces: _____ 237
 238 _____ 238

- 239 (k) If property was constructed, or if construction began, before 1978, you must disclose any reports or records of lead-based paint 239
 240 or lead-based paint hazards on the property. Are you aware of any reports or records regarding lead-based paint or lead-based paint 240
 241 hazards on the property? Yes No 241
 242 If "yes," list all available reports and records: _____ 242



- 244 (l) Are you aware of testing on the property for any other hazardous substances or environmental concerns ? ____ Yes ____ No 244
- 245 (m) Are you aware of of any other hazardous substances or environmental concerns that might impact upon the property? 245
- 246 ____ Yes ____ No 246

247 Explain any "yes" answers in this section: _____ 247

248 _____ 248

249 _____ 249

250 _____ 250

251 18. CONDOMINIUMS AND OTHER HOMEOWNER ASSOCIATIONS (Complete only if applicable) 251

252 Type: ____ Condominium ____ Cooperative ____ Homeowner Association or Planned Community 252

253 Other: _____ 253

254 *Notice regarding Condominiums, Cooperatives, and Planned Communities: A buyer of a resale unit in a condominium, coopera-* 254

255 *tive, or planned community must receive a copy of the declaration (other than the plats and plans), the by-laws, the rules or regula-* 255

256 *tions, and a certificate of resale issued by the association in the condominium, cooperative, or planned com-* 256

257 *munity. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition to regular monthly* 257

258 *maintenance fees. The buyer will have the option of canceling the agreement with the return of all deposit monies until the certifi-* 258

259 *cate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.* 259

260 19. MISCELLANEOUS 260

- 261 (a) Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the property? 261
- 262 ____ Yes ____ No 262
- 263 (b) Are you aware of any existing or threatened legal action affecting the property? ____ Yes ____ No 263
- 264 (c) Are you aware of any violations of federal, state, or local laws or regulations relating to this property? ____ Yes ____ No 264
- 265 (d) Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain 265
- 266 unpaid or of any violations of zoning, housing, building, safety or fire ordinances that remain uncorrected? ____ Yes ____ No 266
- 267 (e) Are you aware of any judgment, encumbrance, lien (for example, co-maker or equity loan), overdue payment on a support obli- 267
- 268 gation, or other debt against this property that cannot be satisfied by the proceeds of this sale? ____ Yes ____ No 268
- 269 (f) Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the 269
- 270 property? ____ Yes ____ No 270
- 271 (g) Are you aware of any insurance claims filed relating to the property? ____ Yes ____ No 271
- 272 (h) Are you aware of any material defects to the property, dwelling, or fixtures which are not disclosed elsewhere on this form? 272
- 273 ____ Yes ____ No 273

274 A material defect is a problem with a residential real property or any portion of it that would have a significant adverse impact 274

275 on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, 275

276 system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by 276

277 itself a material defect 277

278 Explain any "yes" answers in this section: _____ 278

279 _____ 279

280 The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best 280

281 of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the prop- 281

282 erty and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION 282

283 CONTAINED IN THIS STATEMENT. Seller shall cause Buyer to be notified in writing of any information supplied on this form 283

284 which is rendered inaccurate by a change in the condition of the property following completion of this form. 284

285 WITNESS _____ SELLER _____ DATE _____ 285

286 WITNESS _____ SELLER _____ DATE _____ 286

287 WITNESS _____ SELLER _____ DATE _____ 287

288 EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK 288

289 According to the provisions of the Real Estate Seller Disclosure Law, the undersigned executor, administrator or trustee is not required 289

290 to fill out a Seller's Property Disclosure Statement. The executor, administrator or trustee, must, however, disclose any known mate- 290

291 rial defect(s) of the property. 291

292 _____ DATE _____ 292

293 RECEIPT AND ACKNOWLEDGEMENT BY BUYER 293

294 The undersigned Buyer acknowledges receipt of this Disclosure Statement. Buyer acknowledges that this Statement is not a 294

295 warranty and that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It 295

296 is Buyer's responsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property 296

297 be inspected, at Buyer's expense and by qualified professionals, to determine the condition of the structure or its components. 297

298 WITNESS _____ BUYER _____ DATE _____ 298

299 WITNESS _____ BUYER _____ DATE _____ 299

300 WITNESS _____ BUYER _____ DATE _____ 300

INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

Generally speaking, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved.

The Law defines a number of exceptions where the disclosures do not have to be made:

1. Transfers that are the result of a court order.
2. Transfers to a mortgage lender that result from a buyer's default and subsequent foreclosure sales that result from default.
3. Transfers from a co-owner to one or more other co-owners.
4. Transfers made to a spouse or direct descendant.
5. Transfers between spouses that result from divorce, legal separation, or property settlement.
6. Transfers by a corporation, partnership or other association to its shareholders, partners or other equity owners as part of a plan of liquidation.
7. Transfer of a property to be demolished or converted to non-residential use.
8. Transfer of unimproved real property.
9. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.
10. Transfers of new construction that has never been occupied when:
 - a. The buyer has received a one-year warranty covering the construction;
 - b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model building code; and
 - c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

In addition to these exceptions, disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

SELLER SERVICES GUARANTEE

Seller(s) _____

Seller(s) Address _____

Phone: Home _____ Office _____ Mobile _____

E-Mail _____

This **Coldwell Banker Seller Services Guarantee** is the commitment that **Coldwell Banker** _____ and your **Coldwell Banker Sales Associate** _____ will perform the services stated below as part of the exclusive listing agreement on your property.

MARKETING

Competitive Market Analysis

We will provide you with a current Competitive Market Analysis and assist you in determining the most effective list price for your property

Marketing Action Plan

We will present a customized, written Marketing Action Plan to market your property. This may include an Open House, when appropriate, or other options like the *Blue Ribbon Preferred* program.

Home Enhancement

We will develop a plan to enhance your property's ability to attract buyers, as described in the **Coldwell Banker Home Enhancement Guide**.

Coldwell Banker Action Team

We will present your property to your **Coldwell Banker** sales team. We will share with you the team's recommendations to help realize the best price for your property

Promotion to Other Brokers

We will promote your property to other Brokers and Sales Associates in the area.

Multiple Listing Service

We will prepare a plan for your property to appear in the local Multiple Listing Service. The information will be submitted by the selected date for the property's debut on the market to achieve maximum impact.

Direct Marketing

We will distribute promotional materials on your property to key market areas to attract potential buyers.

Coldwell Banker Yard Sign

We will place a **Coldwell Banker FOR SALE** sign on your property to help generate calls to our office from prospective buyers.

National and Local Advertising

We will review with you how our national and local Internet, print, radio and TV advertising will help attract the greatest number of buyers to your property.

coldwellbanker.com

We will make information about your property available on our award-winning Web site, and promote it online - 24/7 - with unique resources like *Personal Retriever*® and *My Coldwell Banker*.

REALTOR.com®

Your property will also receive added exposure through REALTOR.com, the official Web site of the National Association of REALTORS.

Home Finding Process

We will review the **Coldwell Banker HomeBuyer Guidebook** with you to acquaint you with the home finding and buying process from property selection to closing procedures.

Marketing Activity Report

We will provide you with a Marketing Activity Report on a regular basis to keep you informed of competitive market conditions, buyer activity and the actions we have taken to market your property.

CUSTOMER SERVICE

Personal and Timely Response

We will return your phone call or e-mail within 24 hours or less and provide you with a weekly progress report on the promotion of and sale of your property.

Seller Disclosure

We will present your written disclosure regarding the condition of your property to buyer prospects to assist them in preparing an offer. You will keep me informed of any changes in the property and keep the information Current on the disclosure form.

Purchase Offers

We will review all purchase offers as they are presented, and we will negotiate on your behalf to reach a purchase agreement with terms that are favorable and protective for you.

Closing the Sale

We will monitor and inform you of the progress of the transaction, including the satisfaction of all contingencies and conditions during the entire transaction.

FINANCING

Financing Alternatives

Prior to showing your property, we will encourage prospective buyers or their representatives to get written loan pre-approval. We will also discuss the impact of various financing alternatives with you.

Estimated Net Proceeds

We will furnish you with an estimate of the proceeds you can expect from the sale of your property

COUNSELING SERVICES

Representation

We will review with you how we will represent you or the transaction. This will be thoroughly discussed and clearly presented for your consideration.

CONTRACT GUIDANCE

Coldwell Banker Home Protection Plan

We will provide you with information regarding a warranty on the operating systems of your house to increase the marketability of your property and help reduce your liability to the buyer.

Should Coldwell Banker not perform the services as stated above, you are entitled to terminate the exclusive listing agreement on your property. Please keep in mind that state and local regulations and practices may restrict some services. Written termination must be presented by you in person to the Office Manager. You also agree to provide Coldwell Banker with an opportunity to correct the situation within a 24-hour period following the delivery of the termination notice. If the exclusive listing agreement with you is terminated, the termination provisions of the exclusive listing agreement shall apply

Seller _____ Date _____

Seller _____ Date _____

Sales Associate _____ Date _____



If your property is currently listed with a real estate broker, please disregard. It is not our intention to solicit the offerings of other real estate brokers. We are happy to work with them and cooperate fully.

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An Equal Opportunity Company. Equal Housing Opportunity. Each Office is Independently Owned and Operated Except Offices Owned and Operated by NRT Incorporated.

This contract is for use by Coldwell Banker Preferred. Use by any other party is illegal and voids the contract.





Re: First American Home Warranty

Dear Mr. & Mrs. Customer;

Congratulations on listing your home for sale with Coldwell Banker Preferred!

As a special client of Coldwell Banker Preferred, arrangements have been made with our home warranty company to cover your systems and appliances during your listing period and there is no up front cost to you. A home warranty makes your home more marketable and protects you from after sale liability.

Please review a sample contract for the details of the basic seller's coverage. * Your trade call fee is \$55.00 and you only pay this fee if you need service on a covered item. The basic seller's coverage does not cover the heating, air conditioning, and ductwork, but these items can be added for \$60.00 payable at closing. The home warranty coverage for the buyer can be added for \$399.00 and paid out of your proceeds at settlement. If you choose to add this coverage for the buyer, we can market your property as including a warranty, and even add a rider to the sign in your yard, advertising this coverage.

First American Home Warranty is a Fortune 500 company and has earned an A (Excellent) rating from AM Best in the insurance industry due to our strong financial backing and market share.

If you would like to add the HVAC coverage during the listing period, please call me @ 267-688-4233 and I will add that coverage for you.

Sincerely,

Marie Pilon
Area Manager
First American Home Warranty

**Sellers coverage is only available on single family properties, condominiums, and townhouses 5000 square feet and under. Please see contract for details of coverage.

BASIC PLANS | Service Call Fee \$60

Call for quote on: homes over 5,000 square feet, 5 - 10 units and guest homes.

BUYER'S/SELLER'S COVERAGE

Buyer's coverage 1 year, seller's coverage maximum 180 days.

Single-Family Home/Condominium/

Townhome/Mobile Home **\$435**

MULTIPLE UNITS

Buyer's coverage only. Not available for new construction.

Duplex **\$665**

Triplex **\$785**

Fourplex **\$940**

NEW CONSTRUCTION COVERAGE

Buyer's coverage only. Contract fee for basic coverage for years 2, 3 and 4.

Call 1-800-444-9030 for optional coverage pricing for new construction.

Single-Family Home/Condominium/

Townhome/Mobile Home **\$675**

OPTIONAL COVERAGE

Call 1-800-444-9030 for optional coverage pricing for new construction and multiple units.

FOR BUYER and/or SELLER

Maximum 180 days for seller. May only be purchased when basic buyer's/seller's coverage is accepted.

FIRST CLASS UPGRADE **\$75**

FOR BUYER

Pool/Spa Equipment **\$150**
(No additional charge if separate equipment)

NEW! | Built-in Kitchen Refrigerator **\$50**

NEW! | Additional Refrigerator (Per unit) **\$25**

Well Pump **\$80**

Septic Tank Pumping **\$25**

FOR SELLER

Maximum 180 days for seller. May only be purchased when basic buyer's/seller's coverage is accepted.

Heating, Air Conditioning & Ductwork Coverage * **\$60**

See contract for coverage details.

NEW! (COVERED IN BASIC PLAN)

Lack of maintenance
Unknown conditions
Sediment
Rust & corrosion

FIRST CLASS UPGRADE

Includes 30 more items not in basic plans plus:
Improper installations
Crane coverage
Mismatched systems
Code upgrades (\$250 per contract)
Garage door opener
Freon
Haul-away
Permits (\$250 per occurrence)

BASIC COVERED ITEMS

Central Air Conditioning *
(Electric. Includes evaporative cooler)
Ductwork *
Heating *
Kitchen Refrigerator (Freestanding)**
Clothes Washer/Dryer **
Water Heater
Attic & Exhaust Fans
Plumbing (Includes polybutylene piping)
Plumbing Stoppages
Toilet Tanks and Bowls
Whirlpool Bath Motor, Air Switch & Pump Assemblies
Electrical System
Telephone Wiring
Oven/Range/Cooktop
Built-In Microwave
Dishwasher
Garbage Disposal
Trash Compactor
Instant Hot Water Dispenser
Pressure Regulators
Central Vacuum

* Optional seller's coverage for an additional charge.

** Buyer's coverage only.

Confirmation # _____

Please give your client a sample contract. Contract will be sent to the buyer upon receipt of payment by First American.

1. COMPLETE YOUR HOME WARRANTY CONTRACT INFORMATION

(Single-family residence under 5,000 square feet)

1. Street Address to be covered _____

Unit # _____ City _____ State _____ Zip _____

2. Real Estate Company Name* _____

Phone _____ Fax _____ Agent _____

3. Other Broker Company Name (if applicable) _____

Phone _____ Fax _____ Agent _____

4. Closing Company Name _____

Phone _____ Fax _____ Est. Close Date _____ File # _____

5. Buyer's Name _____ Seller's Name _____

2. CHOOSE YOUR DESIRED COVERAGE & OPTIONS FOR YOUR PROPERTY

BASIC PLANS | Service Call Fee \$60

Call for quote on: homes over 5,000 square feet, 5 - 10 units and guest homes.

BUYER'S/SELLER'S COVERAGE

Buyer's coverage 1 year, seller's coverage maximum 180 days.

**Single-Family Home/Condominium/
Townhome/Mobile Home** **\$435**

MULTIPLE UNITS

Buyer's coverage only. Not available for new construction.

Duplex **\$665**
 Triplex **\$785**
 Fourplex **\$940**

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Buyer's coverage only. Contract fee for basic coverage for years 2, 3 and 4.
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FOR BUYER and/or SELLER

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FIRST CLASS UPGRADE **\$75**

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Pool/Spa Equipment **\$150**
No additional charge if separate equipment.
 NEW! | Built-in Kitchen Refrigerator **\$50**
 NEW! | Additional Refrigerator (Per unit) **\$25**
 Well Pump **\$80**
 Septic Tank Pumping **\$25**

FOR SELLER

Maximum 180 days for seller. May only be purchased when basic buyer's/seller's coverage is accepted.

Heating, Air Conditioning & Ductwork Coverage **\$60**

3. SIGN & SEND IN OR FAX

TOTAL: _____

*The plan fee is to be paid at closing and includes the full amount of fees due and payable to First American Home Buyers Protection Corporation for plan administration and provision of service, as well as optional reimbursement to the above named real estate company based on a good-faith estimate of the value of its services and expenses incurred in promoting, selling, processing and advertising the plan.

I DESIRE the home warranty coverage and options I have marked above.

I DECLINE the benefits of this coverage. I agree not to hold the above real estate company, broker and/or agents liable for the repair or replacement of a system or appliance that would otherwise have been covered by this plan.

Signature _____ Date _____



PREFERRED

A different kind of real estate company*

SHOWING INSTRUCTIONS

Agent Name: _____

MLS #: _____

Property Address: _____

Confirmation Requirements: *check only one*

- Must Confirm
- Listing Agent must accompany
- Call, leave message and show
- Send email to seller and show
- Have SA call LA Directly
- No confirmation necessary
- No Showings allowed

Contact Numbers: *Please specify whose number it is*

Home _____
 Cell _____
 Cell _____
 Work _____
 Other _____
 Email _____

Other Information: *Check as many as needed*

- Minimum Notice Required/Time:1/2 hr
- Do Not Call Before/Time:7:00 AM
- Leave Business Card
- No Electricity
- Under Construction
- Please Remove Shoes
- Seller is hearing impaired
- Half Hour increment appt requests

Free Form Comments: *Please limit these*

Lockbox Info: *check only one*

- Combo
 - Electronic
- Code _____
 Location _____

Please check one:

- Vacant
- Occupied

Pet Information:

- None
 - Unknown
 - Dog Cat
 - Other _____
 - Friendly Not Friendly
- Location _____
 Name(s) _____

Security System Info:

- None
 - Disabled
 - Enabled
- Security Type _____
 Entry Code _____
 Exit Code _____
 Location _____





PREFERRED

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MORTGAGE INFORMATION SHEET

Property: _____

Owners: _____

FIRST MORTGAGE INFO:

FHA VA Conventional Home equity
please check one

Mortgage Company Name: _____ Account Number: _____

Address: _____

Phone: _____ Fax: _____

SECOND MORTGAGE INFO:

FHA VA Conventional Home equity Open Line of Credit
please check one

Mortgage Company Name: _____ Account Number: _____

Address: _____

Phone: _____ Fax: _____

In order for your mortgage company(s) to issue payoff statements required to clear title, you must give permission to Coldwell Banker Preferred's Conveyancing Department to obtain your payoff information by signing at the bottom of this form.. Otherwise these payoffs cannot be obtained for settlement. Please be aware that Title Companies consider home equity loans and/or lines of credits as mortgages requiring payoffs.

I hereby authorize Coldwell Banker Preferred to obtain my / our mortgage payoff information and authorize Coldwell Banker Preferred to approve payoff (fax) fees from the above listed banks and or mortgage companies. Coldwell Banker Preferred shall be reimbursed for any and all charges incurred for ordering the mortgage payoff statement(s) required to complete settlement.

I, the seller acknowledge that FHA mortgages must settle at least 3 weekdays prior to the month's end or the next month's interest will be charged as a penalty to the seller.

Name: _____ Social Security # _____ Date _____

Name: _____ Social Security # _____ Date _____

A different kind of real estate company™



SELLER'S ESTIMATED COSTS

SEC

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

1 **PROPERTY** _____
2 **SELLER** _____
3 **BUYER** _____
4 **SETTLEMENT DATE** _____ **PURCHASE PRICE \$** _____

- 6 **1. Broker's Fee** _____ \$ _____
- 7 **2. Preparation of Deed** _____ \$ _____
- 8 **3. Transfer Tax** _____ \$ _____
- 9 **4. Seller's Assist/Credit to Buyer** _____ \$ _____
- 10 **5. Home Warranty** _____ \$ _____
- 11 **6. Municipal Certification(s)** _____ \$ _____
- 12 **7. Certificate of Resale (Condominium/Homeowner's Association)** _____ \$ _____
- 13 **8. Settlement Fee** _____ \$ _____
- 14 **9. Notary Fees** _____ \$ _____
- 15 **10. Survey** _____ \$ _____
- 16 **11. On-lot Sewage System Pumping** _____ \$ _____
- 17 **12. Property Repairs** _____ \$ _____
- 18 **13. Tax Certifications** _____ \$ _____
- 19 **14. Overnight/Express Mail Charges** _____ \$ _____
- 20 **15. Domestic Lien Search** _____ \$ _____
- 21 **16. "Patriot Act" Search** _____ \$ _____
- 22 **17. Other** _____ \$ _____
- 23 **18. Other** _____ \$ _____

ESTIMATED COSTS (subtotal) \$ _____ **.00**

Adjustments (+/-) (e.g., real estate taxes, association fees, utilities) _____ \$ _____

TOTAL ESTIMATED COSTS/ADJUSTMENTS \$ _____ **.00**

Purchase Price _____ \$ _____

Total Estimated Costs/Adjustments (from above) _____ \$ _____ **.00**

ESTIMATED PROCEEDS (before loan payoffs) \$ _____ **.00**

Seller's Estimate of Mortgages, Equity, and Other Loan Balances
(including prepayment penalties), liens, assessments, etc. _____ \$ _____

ESTIMATED NET PROCEEDS TO SELLER \$ _____ **.00**

The estimated proceeds do not take into account any other undisclosed mortgage obligations, liens, assessments, judgments or other obligations levied against the Property or Seller.

Seller understands that the estimated costs stated above are based on the best information available at signing and may be higher or lower at settlement.

Seller understands and has received a copy of these estimated closing costs before signing the Agreement of Sale.

51 **SELLER** _____ **DATE** _____
52 **SELLER** _____ **DATE** _____
53 **SELLER** _____ **DATE** _____

55 **BROKER (Company Name)** _____
56 **PROVIDED BY (Licensee)** _____ **DATE** _____

SOCIAL SECURITY NUMBER AUTHORIZATION

SSA

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

1 **CONSUMER NAME** _____

2 **CONSUMER ADDRESS** _____

3 **CONSUMER SOCIAL SECURITY NUMBER** _____

4 **CONSUMER DATE OF BIRTH** _____

5

6 **BROKER** _____ **COLDWELL BANKER PREFERRED**

7

8 **A separate authorization form must be completed for each consumer involved in a real estate transaction.**

9

10 I agree that Broker(s), his/her agent(s) and/or employee(s) may provide my social security number to lenders, title agencies, credit
11 reporting companies, or others as necessary for obtaining reports or information from a credit reporting agency, determining the exist-
12 tence of domestic liens, obtaining a criminal background report (for prospective tenants only), ordering a mortgage payoff or for
13 purposes of satisfying requirements of the Patriot Act.

14

15 **CONSUMER UNDERSTANDS THAT BROKER HAS NO CONTROL OVER THE USE OF ANY INFORMATION AFTER**
16 **IT IS DISCLOSED TO A THIRD PARTY. CONSUMER AGREES TO RELEASE AND HOLD BROKER HARMLESS FROM**
17 **ANY AND ALL LIABILITY FOR ANY MISUSE OR SUBSEQUENT DISCLOSURE BY ANY THIRD PARTY OF THE**
18 **INFORMATION OR REPORTS DISCLOSED BY BROKER PURSUANT TO THE TERMS OF THIS AUTHORIZATION.**

19

20 **Consumer's signature serves as an acknowledgement of receipt of a copy of this authorization.**

21

22 **WITNESS** _____ **CONSUMER** _____ **DATE** _____



Pennsylvania Association of REALTORS®

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12/06



SOCIAL SECURITY NUMBER AUTHORIZATION

SSA

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

1 **CONSUMER NAME** _____

2 **CONSUMER ADDRESS** _____

3 **CONSUMER SOCIAL SECURITY NUMBER** _____

4 **CONSUMER DATE OF BIRTH** _____

5

6 **BROKER** _____ **COLDWELL BANKER PREFERRED**

7

8 **A separate authorization form must be completed for each consumer involved in a real estate transaction.**

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10 I agree that Broker(s), his/her agent(s) and/or employee(s) may provide my social security number to lenders, title agencies, credit
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13 purposes of satisfying requirements of the Patriot Act.

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12/06



_____, (herein after called “Agency”) is authorized to promote the property described below (“Property”) as offering Special Financing. For the ease and convenience of the transaction, this Special Financing option is only offered through PHH Mortgage. The terms of the Special Financing are as follows:

1. Seller hereby agrees to offer a financial incentive of \$_____ (herein after called “Seller Incentive”) toward the Buyer’s/Borrower’s financing. This financial incentive is 2.25% of the listed sales price of the Property. If the Seller accepts an offer to purchase the Property for less than the listed sales price and agrees to offer the Special Financing, the Seller Incentive will be 2.25% of the final sales price for the Property.
2. The Seller Incentive will be applied towards a rate concession to permanently buy-down the Buyer’s interest rate for the following mortgage programs:
 - 30-Year Fixed Rate Mortgage – 0.5% interest rate reduction
 - 7/1 ARM – 0.75% interest rate reduction
 - 5/1 ARM – 1.0% interest rate reduction
3. If the Buyer does not qualify for one of the above mortgage programs, the Seller Incentive may be applied towards closing costs if Buyer is approved by PHH Mortgage for another mortgage program and closes with PHH Mortgage.
4. Agency hereby agrees to include the Seller Incentive in the contract of sale.
5. The Seller’s offer of Special Financing is conditioned upon sales terms and a final sales price for the Property acceptable to the Seller. In other words, the Seller is not obligated to offer Special Financing if, at the Seller’s sole reasonable discretion, the final purchase price and terms of sale for the Property are not satisfactory to Seller.
6. Seller hereby agrees to offer the Special Financing option for a minimum of thirty (30) days after which the Seller may withdraw the offer of Special Financing upon seven (7) days advance written notice to Agency’s real estate agent.
7. The Special Financing offer may be promoted in print ads, multiple listing service notes about this property, Agency’s Web site, yard signs and other advertisements.

Seller _____ Date _____/_____/_____

Seller _____ Date _____/_____/_____

Agency Representative _____ Date _____/_____/_____

Property Address:

Street

City State ZIP

Franchise Times®

www.franchisetimes.com

The News and Information Source for Franchising

October 2007

2007 FRANCHISE TIMES



**#1 in Real Estate for
8 Consecutive Years**
#12 Overall



THE TOP 15

- 1 McDonald's
- 2 7-Eleven
- 3 Carlson Wagonlit Travel
- 4 KFC
- 5 Ace Hardware
- 6 Burger King
- 7 Subway Restaurants
- 8 Pizza Hut
- 9 Wendy's
- 10 Circle K Convenience Stores
- 11 Marriott Hotels, Resorts & Suites
- 12 Coldwell Banker Real Estate LLC
- 13 Hilton
- 14 Taco Bell Corp.
- 15 Holiday Inn Hotels & Resorts

Top 200 Franchise Chains by Worldwide Sales

Rank	Prior Rank	CHAIN	PARENT COMPANY	Worldwide Sales (\$M)	Domestic Units	Total Units	Percent Franchised
12	8	Coldwell Banker	Realogy Corporation	7,591 ³	3,470	4,033	78%

* Franchise Times Estimate 1 Does not include gasoline sales 2 Domestic units include Canadian 3 Gross Commission Income (GCI) 4 FY ended 8/31/06
5 FY ended 6/5/07 6 Uniglobe does not distinguish between domestic and international units

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An Equal Opportunity Company. Each Office Is Independently Owned and Operated.



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LISTING FILE

Checklist to be submitted to AA along with the following:

- Consumer Notice
- MLS Printout (or) MLS Waiver
- Listing Contract
- RESPA Affiliated Business Arrangement Disclosure
- Showing Instructions
- Seller Estimated Closing Costs
- Mortgage Information Sheet or N/A
- Seller's Property Disclosure Statement N/A (*residential only*)
- Social Security Number Authorization or N/A (*corporate entities do not apply*)
- First American Home Warranty Application (*even if waived*)

AGENT INITIALS

DATE

NOTE:

*Agents - Please Forward Any Price and/or Status Changes To The Above Listing To Your AA.

**AA's - Please Update Crest With Any Listing Changes. If Listing Goes Under Contract, Merge The Listing File With The Pending File.