



Prudential

Fox & Roach,
REALTORS®

LISTING CONTRACT

1. Property

Address GOLF Course Rd

Municipality (City, Borough, Township) Birdsboro

County Berks

School District Twin Valley

Zoning and Present Use Vacant Land

Identification Number 71B

(tax ID number, parcel number, deed book page, recording date)

2. Seller (List all owners)

Name Leslie Kearns

Name Michael V Bownick

Mailing Address 277 Green Hollow Rd, Glenmoore, PA 19343

Phone Number (610) 220-8270

Email Address insolutns@aol.com

SS # _____
SS # _____

3. Broker: Prudential Fox & Roach Realtors

Licensee Patrick Milla/Ed Ratti

Office Address 232 Eagleview Blvd, Exton, PA 19341

Office Phone Number (484) 875-2600

Email Address patrick.milla@prufoxroach.com

4. Purpose of Contract. Seller is hiring Broker/Licensee to market the Property and find a buyer. During the term of this Contract the Seller will not hire any other broker to list the Property for sale. Seller agrees that Broker may list other properties for sale or rent and that Broker may show other properties to prospective Buyers.

5. Listed Price \$3329,000 (rear lot), \$350,000 (front lot), \$650,000 (both lots one buyer)

6. Start and End Dates of Listing Contract ("Term"). This Contract starts on the date the Seller and Broker/Licensee sign the Contract. This Contract ends one year from the starting date unless a sale is being negotiated. In that case the Broker/Licensee will continue to represent the Seller until negotiations end or settlement occurs. Either Seller or Broker/Licensee can end this Contract ⁵¹⁵²¹ after 180 days from the starting date by giving 30 days written notice.

7. Broker's Fee. The Broker's fee (check one) is six percent (6%) seven percent (7%) eight percent (8%) of the sale price and paid by the Seller at time of final settlement. Seller and Broker agree that Broker will pay from Broker's fee:

(a) A fee to another broker (Buyer Agent), who represents the Buyer. Yes No

(b) A fee to another broker (Transaction Licensee), who does not represent either the Seller or a buyer. Yes No

8. Payment of Broker's Fee. Seller must pay Broker's fee if the Property is sold or exchanged during the term of this Contract by Broker. Broker's licensees, Seller or any other person or broker, at the listed price or any price acceptable to Seller.

Broker will earn Broker's fee after the ending date if a sale occurs within one year of the ending date and the Buyer was shown or negotiated to buy the Property during the term of this Contract.

Seller must 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 a price mutually agreed to by Buyer and Seller, for the Property.

Broker will not earn Broker's fee after the ending date if the Property is sold while listed under an "exclusive right to sell contract" with another broker.

Broker's Fee if a Sale Does Not Occur. If a Buyer defaults under an Agreement of Sale, Seller will pay Broker one half (50%) of Buyer's deposit money or Broker's fee (paragraph 7) whichever is less.

9. Agency Relationships. An agency relationship between Broker and Seller cannot be presumed. Seller has the right to be represented by a broker (agency relationship) and may do so by agreeing to the terms of Seller Agency.

9A. Dual Agency. Seller agrees that Broker/Licensee(s) may also represent the Buyer(s) of the Property. Broker/Licensee is a DUAL AGENT when representing both Seller and the buyer in the sale of a property. Seller acknowledges that as a DUAL AGENT, Broker/Licensee will take no action that is adverse or detrimental to either party's interest in a transaction. Confidential information obtained within the fiduciary relationship of Designated Agency with Seller will not be disclosed without prior written consent.

9B. Designated Agency. Broker will designate licensee(s) to represent the interests of the Seller. Licensee(s) is/are the Designated Agent, who will act exclusively for the Seller. If Licensee(s) is/are also representing the Buyer(s), then Licensee(s) is/are a DUAL AGENT.

9C. Other Buyers. More than one buyer may seek to purchase Property through the Broker/Licensee; it is agreed that Broker/Licensee may represent those buyers whether such representation arises prior to, during, or after the end of this Contract. Only with the Seller's written consent instruction during the negotiation of an Agreement of Sale will Broker/Licensee disclose to Buyer(s) the existence of and/or material terms of any offer.

ZR MW (initials)

In the event a Licensee represents more than one buyer who have competing interests in the same property, it is agreed that Licensee will disclose to each buyer the existence of the other's offer. Only at the direction of and with Seller's written instruction during the negotiation of an Agreement of Sale will Broker/Licensee disclose any material terms of any offer to any buyer.

Seller agrees to Designated Agency with Disclosed Dual Agency _____ / _____ (initials)

10. **Possession.** Seller will give possession of the Property to Buyer at the time of settlement. If the Property is currently rented a copy of the lease is to be attached to this Contract. Seller will not enter into or renew any lease during the term of this Contract or allow anyone else to occupy the Property.

11. **Taxes and Association Fees.** Prior to settlement, Seller agrees to provide title company with the following required information: Real Estate Property Tax Assessment, yearly taxes, trash and sewer fees, wage/income tax, per capita tax, and association fees, if any are applicable.

12. **Title.** At settlement Seller will give full rights of ownership, free and clear of debt, to Buyer. Seller represents that they have or will have sufficient funds to complete settlement and pay all settlement costs. Seller does not need court approval or any other approval to sell the Property.

13. **Inclusions**

Items included in the price of the Property _____

14. **Exclusions**

Items not included in the price of the Property _____

15. **Inspection.** Seller will make the Property available for inspection by brokers, licensees, and any potential buyers they may bring, as long as an appointment has been made at a reasonable time before the inspection.

16. **Liability.** By entering into this Contract you are waiving important rights. You agree our maximum liability to you under any theory (including, but not limited to, fraud, misrepresentation, breach of contract or personal injury) is limited to a refund of commission you have paid or owe us under this Listing Contract. You cannot recover punitive damages, treble, consequential, indirect or special damages or attorney's fees. You agree not to make, and to waive to the fullest extent allowed by law, any claim for damages, other than direct compensatory damages as limited above.

17. **Signs and keys - Seller allows:**
Broker is not responsible for any loss or damage to any person or property. Seller shall indemnify and hold harmless Broker from any claims, lawsuits or actions that result from or during this Contract including, but not limited to, reasonable attorney fee and cost of suit. Seller must also pay for Broker's defense to any action.

Sale sign	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lock box:	<input type="checkbox"/> Electronic	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Sold sign	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="checkbox"/> Key	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
				<input type="checkbox"/> Combination	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Other _____			Key in office	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

18. **Multiple Listing Service (MLS)/Internet Advertising**

Seller authorizes Broker/Licensee to put a description of the Property in the MLS/Internet. Broker/Licensee is not responsible for mistakes in the MLS/Internet. Final sale price to be published at time of settlement.

Seller does not authorize the Broker/Licensee to put a description of the Property into the MLS and Seller will sign a form stating their choice.

19. **Publication of Sale Price.** Seller is aware the final sale price is a matter of public record, not controlled by Broker/Licensee and may be published by newspapers after settlement.

20. **Use of Photographs.** Seller agrees to allow Broker/Licensee to take inside and outside photographs of the Property to help market the Property. Broker/Licensee may make copies of the photographs and include computer copies of the photographs in the MLS/Internet.

Seller will not hold Broker/Licensee responsible in any way for using the photographs to help market the Property. Broker/Licensee is not liable for any loss of or damage to the photographs, or any use of the photographs by anyone other than Broker/Licensee.

21. **Disclosure.** Seller is required by State Law to fill out and answer all questions on a Seller's Property Disclosure Form. Seller will complete this form before Broker/Licensee will list the Property for sale, unless exempted by law. Seller ALONE is responsible for the accuracy of the information contained in the Seller Property Disclosure Statement.

22. **Deposit Money.** Broker will keep all deposit monies received in an escrow account as required by real estate licensing laws and regulations until the sale or exchange of the Property is final. Seller agrees that Broker may wait to deposit any check received as deposit money until the Seller signs the Agreement of Sale.

If the transaction is terminated without completing settlement, the Broker must receive clear written instructions, agreed to in writing by all parties, to release the money held in escrow. If the Seller and Buyer cannot agree, the Broker may turn the money over to the court and ask the court to resolve the dispute. Broker shall have no liability if the deposit is released based on written instructions from Buyer and Seller or paid to the court.

SK MB (initials)

If Seller joins the Broker/Licensee in a lawsuit for the return of the deposit money, Seller will pay all attorney fees and costs.

- 23. **Services to Buyer.** Broker may provide services to Buyer for which Broker may accept a fee. These services may include financing, title insurance and document preparation. The companies providing the service may be under common control with Broker and the services may be paid for, by the Buyer. Broker will disclose to Seller if any fees are to be paid by Buyer.
- 24. **Conflict of Interest.** A conflict of interest is when the Broker has a financial or personal interest where Broker cannot put Seller's interest before any other. If Broker or any of Broker's licensees has a conflict of interest, Broker will notify Seller in a timely manner.
- 25. **Home Warranties.** A home warranty can help protect you from the cost of a failure in your home's major systems and appliances while your Property is for sale. At settlement the warranty can be assigned to the Buyer and continue the protection for a year. Your Licensee will provide you with information on the Prudential Fox & Roach Realtors Home Warranty Program.
- 26. **Offer.** All offers will be made through the Broker/Licensee. All offers received by the Broker/Licensee will be presented to the Seller unless the Seller has already entered into an Agreement of Sale.
- 27. **Broker's Fee and Term of Contract.** The terms and length of the business relationship, the fees and the range of services that Broker will provide are determined as a result of negotiations, between Broker and Seller and have not been recommended by any association of REALTORS®.
- 28. **Transfer of This Contract.** Seller agrees that Broker may transfer this Contract to another real estate broker if:
 Broker stops doing business;
 Broker forms a new real estate business; or
 Broker joins his business with another for any other reason
 If transfer occurs, Seller will follow all requirements of this Contract with new Broker.
 Should Seller give or transfer the Property or an ownership interest in it, to anyone during the term of this Contract, all owners must follow the requirements of this Contract.
- 29. **Recovery Fund.** Pennsylvania has a Real Estate Recovery Fund to repay any person who has received a final court ruling against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays 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 (717) 783-3658.
- 30. **Notice to Persons Offering to Solicit or Rent Housing in Pennsylvania.** Seller acknowledges that he has read and received a copy of the Pennsylvania Human Relations Act, a description of which appears on the reverse side of this Contract.
- 31. **Entire Contract.** This Listing Contract constitutes the entire Contract between the parties and any prior contracts, whether written or oral, have been merged and integrated into this Contract. All modifications of this Contract are binding only when in writing and signed by all Sellers and Broker/Licensee.
- 32. **Confidential Information.** The Broker/Licensee is obligated to keep confidential any information provided by Seller after the termination of this contract.
- 33. **Consumer Notice.** Seller acknowledges that Seller has received and understands the business relationships described in the Consumer Notice adopted by the Pennsylvania Real Estate Commission at 49 Pa. Code §35.336. The duties and definitions of business relationships stated therein, are incorporated here as part of this Listing Contract as though written here in their entirety.

**IF YOU DO NOT UNDERSTAND ALL OF THE TERMS OF THIS DOCUMENT
SEEK LEGAL ADVICE BEFORE SIGNING.**

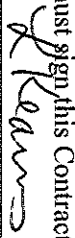
BROKER: Prudential Fox & Roach Realtors

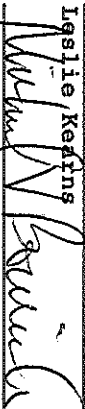
ACCEPTED BY  DocuSigned by
Patrick Milla
 Designated Licensee
 Patrick Milla/Ed Ritti

DATE 10/11/2012

Additional Designated Licensee

All Sellers must sign this Contract.

SELLER  DATE 10/11/2012

SELLER  DATE 10/11/2012

SELLER _____ DATE _____

An Independently Owned and Operated Member of the Prudential Real Estate Affiliates, Inc.

**Prudential Fox & Roach Realtors
Policy Regarding Agency Relationships**

1. Prudential Fox & Roach works with Sellers and Buyers acting as Seller Agent (and/or Landlord Agent) or as a Buyer Agent (and/or Tenant Agent). The relationship is formed through a written listing agreement with the Seller (Listing Contract) and through a written buyer agency agreement with the Buyer (Exclusive Buyer Agency Contract).
 - 1A. Designated Agency - Prudential Fox & Roach will appoint a licensee to work as the Designated Agent of the Seller and/or Buyer. The appointment of the designated agent will be made only with the written consent of the Seller and/or Buyer in the Listing Contract or Exclusive Buyer Agency Contract or other written consent of the client.
 - 1B. Dual Agency - In the event a licensee is acting as the Designated Seller Agent and the Designated Buyer Agent in a transaction, the agency relationship will change and the licensee shall be a Dual Agent as outlined in the Listing Contract and the Exclusive Representation Agreement. The potential for Dual Agency will be disclosed to Seller and Buyer at the time significant interest in a particular property is expressed and will be confirmed in writing prior to an Agreement of Sale.
Prudential Fox & Roach has the responsibility to direct and supervise the business activities of the Designated Licensee(s) and thereby owes fiduciary duties to both the Seller/Landlord and Buyer/Tenant as a Dual Agent.
2. Prudential Fox & Roach will cooperate with other Brokers who act as Transaction Brokers or Buyer Agents. Licensees of Prudential Fox & Roach are authorized to accept offers of cooperation (in the form of an Agreement of Sale) and to offer compensation to a Cooperating Broker who is acting as a Transaction Broker or a Buyer Agent. Licensees are not authorized to offer compensation to a Cooperating Broker who is acting as a Subagent.
3. Prudential Fox & Roach will not act as a Subagent for a Seller or Buyer.

**THE COMMONWEALTH OF PENNSYLVANIA
HUMAN RELATIONS COMMISSION**

Official Notice
Responsibilities of owners of real property under
The Pennsylvania Human Relations Act of October 27, 1955, P.L. 744, as amended

The General Assembly has mandated that all properties for sale or rent must be sold or rented to qualified buyers in the Commonwealth without regard to RACE or COLOR, SEX, RELIGIOUS CREED, ANCESTRY or NATIONAL ORIGIN, HANDICAP or DISABILITY, AGE or FAMILIAL STATUS, USE of a GUIDE or SUPPORT ANIMAL DUE TO BLINDNESS, DEAFNESS or PHYSICAL HANDICAP of the USER or BECAUSE the USER IS A HANDLER or TRAINER of SUPPORT or GUIDE ANIMALS.

The law applies to any or all persons connected with such sale or rental or financing. Facilities, services or privileges in connection with such transactions are covered by the law. These include, but are not limited to: ADVERTISING, SALES AGREEMENTS, SHOWING of PROPERTY, DEPOSIT REQUIREMENTS, LEASES, SALES AGREEMENTS, APPLICATIONS, SELECTION PROCEDURES, MORTGAGES, CONSTRUCTION LOANS, REHABILITATION LOANS, REPAIR LOANS, MAINTENANCE LOANS.

OTHER APPLICABLE LAWS EXPLAINED:

THE CIVIL RIGHTS ACT of 1866 provides that all citizens of the United States shall have the same right in every state and territory thereof to inherit, purchase, lease, sell, hold and convey real estate and personal property and prohibits ALL RACIAL DISCRIMINATION, private as well as public, in the sale or rental of property.

TITLE VIII OF THE CIVIL RIGHTS ACTS OF 1968 prohibits discrimination in housing and covers refusal to rent, sell or lease housing and prohibits discriminatory terms, conditions, advertising, show of units or in any financial transaction in connection with the sale or rental.

COURT AWARDS: Under either of the above laws, federal courts may award successful plaintiffs actual and punitive damage attorneys fees and injunctive relief.

TITLE IX OF THE CIVIL RIGHTS ACT OF 1968 covers the prevention of intimidation in Fair Housing Cases and prohibits the willful or attempted injury, intimidation or interference with any person because of his/her RACE, COLOR, SEX, RELIGION or NATIONAL ORIGIN, FAMILIAL STATUS or HANDICAP who is selling, purchasing, renting, financing or occupying any dwelling or contracting or negotiating for the sale, purchase, rental, financing, or occupation of any dwelling or applying for or participating in any service, organization or facility relating to the business of selling or renting dwellings.

REAL ESTATE BROKERS LICENSE ACT OF 1929 (Act 192 of 1967) makes it unlawful for a real estate broker or salesperson to accept a listing with an understanding that illegal discrimination in the sale or rental of property is to be practiced.

JK MB (initials)

LOCAL ORDINANCES prohibiting discrimination in housing can be obtained by writing or calling the county or municipality.

AMERICANS WITH DISABILITIES ACT OF 1990 prohibits discrimination because of handicap/disability in employment, public service and public accommodation (which includes commercial property).

UNIVERSAL ACCESSIBILITY ACT (PA ACT 166) requires accessibility for handicapped persons in certain new and rehabilitated residential and commercial property.

THE OWNERS REAL PROPERTY WITHIN THE COMMONWEALTH

YOU ARE LEGALLY RESPONSIBLE for your own actions and the actions of any agent acting on your behalf. Under the Pennsylvania Human Relations Act and other state and federal legislation which prohibit discrimination in housing, you bear the responsibility for seeing that discriminatory acts do not occur.

PROTECT YOURSELF by providing your agent with verbal and written instructions requiring that all transactions be conducted in compliance with all ordinances prohibiting discrimination.

ADVISE YOUR AGENT that all transactions relating to your property - including all services provided in connection with the transactions you wish to comply with all civil rights ordinances including, but not limited to: THE PENNSYLVANIA HUMAN RELATIONS ACT, THE CIVIL RIGHTS ACT OF 1866 AND TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968.

RULES AND REGULATIONS OF THE PENNSYLVANIA HUMAN RELATIONS COMMISSION (16 Pennsylvania Code 43.21) required that all licensed brokers or sales persons with whom you list your property for sale or rent SHALL PROVIDE YOU WITH A COPY OF THIS NOTICE in order that you may be apprised of the laws you are required to obey.

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