

LISTING CONTRACT
EXCLUSIVE RIGHT TO SELL AND/OR LEASE COMMERCIAL PROPERTY

XLSC

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

1 Broker (Company) Franklin Investment Realty Licensee(s) (Name) _____
2 _____
3 Company Address 2432 E Norris St, 1st Floor, Direct Phone(s) _____
4 Philadelphia, PA 19125-2940 Cell Phone(s) _____
5 Company Phone (215) 382-7368 Fax _____
6 Company Fax (215) 558-6007 Email _____
7 Owner _____
8 _____
9 _____
10 _____
11 Company/Entity (if applicable) _____
12 Representative/Authorized Signer _____ Title _____
13 Owner's mailing address _____
14 _____
15 Phone _____ Cell Phone _____
16 E-mail _____ Fax _____

17 **Owner understands that this Listing Contract is between Broker and Owner.**
18 **Does Owner have a listing contract for this Property with another broker?** Yes No
19 **If yes, explain:** _____

20 **1. PROPERTY**

21 (A) Address _____
22 Municipality _____ County _____
23 Tax Identification #(s) _____
24 _____
25 Deed Book _____
26 _____ Page _____
27 Zoning Classification & Present Use _____
28 _____

29 A legal description or a description of the Property is attached to this Contract.
30 Units in Property: _____ Units Being Listed: _____
31 Is the Property or any of its units currently leased? Yes No
32 If yes, explain: _____

33 (B) **Inclusions:** Included with the Property are items listed here or listed in a property description sheet attached:
34 _____
35 _____
36 _____
37 _____

38 The Property is not being sold with a business unless otherwise stated here: _____
39 _____

40 (C) **Exclusions:** Excluded from the Property are items and leased equipment listed here or listed in the attached property description sheet:
41 _____
42 _____
43 _____
44 _____

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

46 (A) No Association of Realtors® has set or recommended the term of this contract. Broker/Licensee and Owner have discussed
47 and agreed upon the term of this Contract.
48 (B) **Starting Date:** This Contract starts when signed and dated by Broker and Owner, unless otherwise stated here: _____
49 _____
50 (C) **Ending Date:** This Contract ends at 11:59 PM on _____ . By law, the term of a listing contract may
51 not exceed one year. If the Ending Date written in this Contract creates a term that is longer than one year, the Ending Date is
52 automatically 364 days from the Starting Date of this Contract.

53 **Broker/Licensee Initials:** _____ / _____ **XLSC Page 1 of 8** **Owner Initials:** _____ / _____



Pennsylvania Association of Realtors®

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04/14

54 **3. DUAL AGENCY**

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

60 **Dual Agency is not applicable.**

61 **4. DESIGNATED AGENCY**

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

64 **Designated Agency is not applicable.**

65 **5. LISTED PRICE AND TERMS**

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

67 A sale, for the following price and terms: _____
68 _____
69 _____
70 _____
71 _____

72 or any other price and terms agreeable to Owner.

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

80 (B) Reasonable marketing expenses will be paid by Broker as follows: _____
81 _____
82 _____
83 _____
84 _____

85 (C) Reasonable marketing expenses will be paid by Owner as follows: _____
86 _____
87 _____
88 _____
89 _____

90 **6. BROKER'S DUTY**

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

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

96 **7. OWNER'S DUTY**

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

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

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

102 (D) Within _____ days of the Starting Date of this Contract, Owner will provide to Broker:

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

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

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

120 **8. BROKER'S FEE**

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

139 **9. COOPERATION WITH OTHER BROKERS**

140 Licensee(s) has explained Broker's company policies about cooperating with other brokers. Broker and Owner agree that Broker will
141 pay **from Broker's Fee** a fee to another broker who procures the buyer and who:

- 142 (A) **Represents Owner (SUBAGENT)**. Broker will pay _____ of/from the sale price in the
143 event of a sale or _____ of/from the lease value in the event of a lease.
- 144 (B) **Represents the buyer or tenant (BUYER'S AGENT)**. Broker will pay _____ of/from the
145 sale price in the event of a sale or _____ of/from the lease value in the event of a lease.
146 **A buyer's Agent, even if compensated by Broker for Owner, will represent the interests of the buyer/tenant.**
- 147 (C) **Does not represent either Owner or a buyer/tenant (TRANSACTION LICENSEE)**. Broker will pay
148 _____ of/from the sale price in the event of a sale or _____ of/from
149 the lease value in the event of a lease.
- 150 (D) Broker will pay _____ of/from the renewal value for all lease renewals.

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

152 (A) **If Sale or Lease Occurs**

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

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(B) If Sale or Lease Does Not Occur

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

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

(C) In Case of Buyer/Tenant Default

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

1. _____ of/from monies paid by buyer/tenant on account of the transaction, including, but not limited to, extension fees, option payments, liquidated damages, judgments, etc, OR
2. Broker's Fee, whichever is less.

(D) Successors and Assigns

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

11. BROKER'S FEE IF TENANT BUYS PROPERTY

The Broker's fee if a tenant procured by Broker buys the Property is _____ of/from the sale price and paid by Owner at settlement.

12. BROKER NOT RESPONSIBLE FOR DAMAGES

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

13. BROKER INDEMNIFICATION

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

14. CONFIDENTIALITY

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

15. DEPOSIT MONEY

(A) Broker, if named in an agreement of sale, will keep all deposit monies paid by or for the buyer in an escrow account until the sale is completed, the agreement of sale is terminated, or the terms of a prior written agreement between the buyer and Owner have been met. This escrow account will be held as required by real estate licensing laws and regulations. Buyer and Owner may name a non-licensee as the escrow holder, in which case the escrow holder will be bound by the terms of the escrow agreement, if any, not by the Real Estate Licensing and Registration Act. Owner agrees that the person keeping the deposit monies may wait to deposit any uncashed check that is received as deposit money until Owner has accepted an offer.

(B) Broker, if named in a lease, will keep all deposit monies paid by or for the tenant in an escrow account until the tenancy ends, the lease is terminated, or the terms of a prior written agreement between the tenant and Owner have been met. This escrow account will be held as required by real estate licensing laws and regulations. Tenant and Owner may name a non-licensee as the escrow holder, in which case the escrow holder will be bound by the terms of the escrow agreement, if any, not by the Real Estate Licensing and Registration Act. Owner agrees that the person keeping the deposit monies may wait to deposit any uncashed check that is received as deposit money until Owner has accepted the lease.

(C) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:

Broker/Licensee Initials: _____/_____

Owner Initials: _____/_____

- 227 1. If an agreement of sale is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A writ-
228 ten agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
229 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing
230 Broker how to distribute some or all of the deposit monies.
231 3. According to the terms of a final order of court.
232 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
233 deposit monies if there is a dispute between the parties that is not resolved.

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

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

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

240 **17. OTHER PROPERTIES**

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

243 **18. ADDITIONAL OFFERS**

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

248 **19. PROPERTY INFORMATION**

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

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

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

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

262 **20. OWNER REPRESENTATIONS**

263 Owner represents and warrants that:

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

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

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

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

270 (E) There are no effective, valid, or enforceable option rights, rights of first refusal, rights of first offer, or any other restrictions, imped-
271 iments, or limitations on Owner's right, ability, and capacity to complete a sale or lease of the Property, except as disclosed in writ-
272 ing as required in Paragraph 7(D).

273 (F) If the transaction is a sale, Owner is legally able to sell the Property with a fee simple title, free and clear, except as follows (addi-
274 tional mortgage, equity loans, debts, liens, judgments, or taxes in arrears, municipal notices or assessments received, mineral rights
275 agreements, etc. _____
276 _____
277 _____

278 (G)This Property is not subject to preferential tax treatment unless otherwise indicated here: _____
279 _____
280 _____
281 _____

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

284 **21. RECOVERY FUND** Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court
285 ruling (civil judgment) against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate trans-
286 action. The Fund repays persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete
287 details about the Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania), and (717) 783-4854 (outside Pennsylvania).

288 **22. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA**

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

294 **23. TRANSFER OF THIS CONTRACT**

295 (A) Owner agrees that Broker may transfer this Contract to another broker when:

- 296 1. Broker stops doing business, OR
297 2. Broker forms a new real estate business, OR
298 3. Broker joins his business with another.

299 (B) Broker will notify Owner immediately in writing if Broker transfers this Contract to another broker. Owner will follow all require-
300 ments of this Contract with the new broker.

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

305 **25. CONFLICT OF INTEREST**

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

309 **26. ENTIRE CONTRACT**

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

312 **27. CHANGES TO THIS CONTRACT**

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

314 **28. MARKETING OF PROPERTY**

315 (A) Where permitted, Broker, at Broker's option, may use: for sale sign, lock box, key in office, open houses and advertising in all
316 media, including print and electronic, photographs and videos, unless otherwise stated here: _____
317

- 318 1. Owner does not want the listed Property to be displayed on the Internet.
319 Owner does not want the address of the listed Property to be displayed on the Internet.
320 2. Owner understands and acknowledges that, if the listed Property is not displayed on the Internet, consumers who conduct
321 searches for listings on the Internet will not see information about the listed Property in response to their search.

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

324 (C) There are many ways of marketing properties electronically. Some brokers may use a virtual office website (also known as
325 "VOW") or Internet data exchange (also known as "IDX"), which are governed by specific rules and policies. Owners have the
326 right to control some elements of how their property is displayed on a VOW and/or IDX website(s). Owner elects to have the fol-
327 lowing features disabled or discontinued for VOW and IDX websites (check all that apply):

- 328 Comments or reviews about Owner's listings, or a hyperlink to such comments or reviews, in immediate conjunction with
329 Owner's listing.
330 Automated estimates of the marketing value of Owner's listing, or a hyperlink to such estimates, in immediate conjunction with
331 Owner's listing.

332 (D) Marketing Services

333 Broker will not use a Multiple Listing Service (MLS), Commercial Information Exchange (CIE) or other distribution methods
334 to advertise the Property to other real estate brokers and salespersons.

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

- 336 MLS
337 CIE
338 Other distribution methods

339 (E) Owner agrees that Broker and Licensee, and the MLS, CIE or other distribution methods are not responsible for mistakes in adver-
340 tising of the Property.

341 (F) Other _____

342 **Broker/Licensee Initials:** _____/_____

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Owner Initials: _____/_____

343 **29. PUBLICATION OF SALE PRICE**

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

345 **30. TAXES & ASSESSMENTS**

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

347 _____

348 (B) Yearly Property Taxes \$ _____ Property Assessed Value \$ _____

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

350 If applicable, how many years remain? _____

351 (D) Municipality Assessments \$ _____

352 **31. TITLE & POSSESSION**

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

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

355 Oil Gas Mineral Coal Other

356 If checked, please explain: _____

357 _____

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

359 First mortgage with _____ Amount of balance \$ _____

360 Address _____

361 Phone _____ Acct. # _____

362 Second mortgage with _____ Amount of balance \$ _____

363 Address _____

364 Phone _____ Acct. # _____

365 Line of credit with _____ Amount of balance \$ _____

366 Address _____

367 Phone _____ Acct. # _____

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

369 (D) Owner has, as of the date of this Agreement:

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

371 Past Due Property Taxes \$ _____ Federal Tax Liens \$ _____

372 State Tax Liens \$ _____ Other: _____

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

376 **32. BUYER FINANCING** Owner will accept the following arrangements for buyer to pay for the Property:

377 Cash Conventional mortgage Other _____

378 **33. BANKRUPTCY** Owner will notify Broker immediately in the event the Property comes under the jurisdiction of a bankruptcy court.

379 If Owner is the subject of bankruptcy, Owner will take all steps necessary to obtain court approval of Broker's appointment to sell or lease the Property, unless Broker elects to terminate this Contract upon notice of the bankruptcy.

381 **34. COPYRIGHT**

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

393 **35. NOTICE BEFORE SIGNING**

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

401 Broker/Licensee Initials: _____/_____

Owner Initials: _____/_____

402 **36. SPECIAL CLAUSES**

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

- 404 Commercial Property Information Sheet (PAR Form CPI)
- 405 Consumer Services Fee Addendum (PAR Form CSF)
- 406 Vacant Land Addendum to Listing Contract (PAR Form VLA)
- 407 Short Sale Addendum (PAR Form SSL)
- 408 _____
- 409 _____

410 **(B) Additional Terms:**

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426 ____ / ____ **Owner has read the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.**

428 ____ / ____ **Owner has received the Seller's Property Disclosure form and agrees to complete and return to Listing Broker in a timely manner, if warranted.**

430 ____ / ____ **Owner has received the Lead-Based Hazards Disclosure form and agrees to complete and return to Listing Broker in a timely manner, if warranted.**

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

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

437 **NOTICE BEFORE SIGNING: IF OWNER HAS LEGAL QUESTIONS, SELLER IS ADVISED TO CONSULT A PENNSYLVANIA REAL ESTATE ATTORNEY.**

439 **OWNER** _____ **DATE** _____

440 **OWNER** _____ **DATE** _____

441 **OWNER** _____ **DATE** _____

442 **BROKER (Company Name)** Franklin Investment Realty

443 **AUTHORIZED PERSON** _____ **DATE** _____