

- ___ Owner's Copy
- ___ Buyer's Copy
- ___ CIR Copy
- ___ File Copy
- ___ Buyer's Execution Copy



COMMERCIAL-INDUSTRIAL REALTY COMPANY
 P.O. Box 8910, Camp Hill, Pennsylvania 17001-8910/Telephone 717-761-5070

SALES AGREEMENT

1. THIS AGREEMENT, dated _____, 20__ is between _____, Seller
 2. _____, AND _____
 3. _____
 4. _____, Buyer.
 5. _____
 6. _____

7. **1. PROPERTY:** Buyer hereby agrees to buy the property situate at _____
 8. _____, in the _____ of _____, County of _____,
 9. State of _____, together with the following improvements _____
 10. _____
 11. Approximate size of land: _____
 12. Optional identifiers: Tax Parcel # _____, Deed Book _____ and Page _____

13. **2. PRICE:** _____ \$
 14. Deposit at signing of this Agreement, receipt of which is hereby acknowledged..... \$
 15. _____ \$
 16. Deposit on or before _____, 20____, _____ \$
 17. Cash or certified funds at Settlement..... \$
 18. Total Price..... \$

19. **3. FINANCING:** Within ten (10) days of Seller's approval of this Sales Agreement, Buyer shall make a completed mortgage application to a responsible
 20. mortgage lending institution or institutions and diligently pursue securing the Financing as follows: Amount of mortgage loan \$ _____
 21. Minimum Term _____ years, Maximum Interest Rate _____ % Amortization Term _____. If Financing within these terms or terms acceptable to
 22. Buyer is not obtained by _____, 20____, Buyer or Seller may terminate this Agreement by providing written notice to the other, in which event the
 23. Deposit will be returned, less any expenses incurred by Agent on behalf of the Buyer.

24. **4. Special Clauses:** _____
 25. _____
 26. _____
 27. _____
 28. _____
 29. _____
 30. _____
 31. _____
 32. _____

33. **5. BROKER(S):** Commercial-Industrial Realty Company ("CIR") is agent for Seller Buyer Dual Agent for Seller and Buyer. If CIR is
 34. acting as dual agent, _____ is the designated agent for Seller, and _____ is the designated agent for
 35. Buyer. _____ is a licensed broker acting in this transaction as agent for Seller Buyer
 36. Transaction Licensee working with Buyer. Licensees who represent Seller may perform services for the Buyer in connection with financing, insurance,
 37. document preparation, and other similar services. Buyer and Seller have received and reviewed the Consumer Notice adopted by the State Real Estate
 38. Commission at 49 Pa. Code §35.336. The definitions of business relationships and the duties required of licensees as set forth in the Notice are incorporated
 39. here as though set forth at length. _____

40. **6. SETTLEMENT/TIME OF THE ESSENCE:** Settlement to be on _____ unless Buyer and Seller agree upon a
 41. prior date. If the Buyer fails to make settlement by paying the purchase money in full on or before the settlement date, this Agreement shall be void, and the
 42. amount(s) paid by the Buyer shall be retained by Seller as liquidated damages. Permission is granted CIR to extend, without further notice to the parties here-
 43. to, the settlement date and/or other dates provided in this Agreement for a period not to exceed ninety (90) days. Time shall be of the essence to all terms and
 44. conditions of this Agreement. _____
 45. _____

46. **7. NON-REAL ESTATE EXTRAS:** All existing plumbing, heating, air-conditioning and lighting fixtures, and systems appurtenant thereto and forming a
 47. part thereof, and other permanent fixtures, are included in the sale and purchase price. None of the above mentioned items shall be removed from the property
 48. or substituted by the Seller after the date of this Agreement. Any remaining heating fuel stored on the Property at the time of settlement is also included under
 49. this Agreement. Seller hereby warrants that Seller will deliver good title to all of the articles described in this paragraph, and any other fixtures or items of
 50. personalty specifically scheduled below and to be included in this Sale
 51. _____

52. **8. POSSESSION:** Possession is to be given: _____
 53. _____

54. **9. SEWAGE AVAILABILITY:** The Property DOES DOES NOT have a community sewage system available to it. Section 7 of the Pennsylvania
 55. Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for
 56. which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised that before signing this Agreement Buyer should con-
 57. tact the local agency charged with administering the Act to determine the procedure and requirements of obtaining a permit for an individual sewage
 58. system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working
 59. cooperatively with others. _____

60. **10. ZONING:** The Seller warrants that: the Property has the following Zoning Classification: _____. Failure of this Agreement to
 61. contain the zoning classification (except in cases where the property {and each parcel thereof, if subdividable} is zoned solely or primarily to permit single-
 62. family dwellings) will render this Agreement voidable at the option of the Buyer, and, if voided, any deposits tendered by the Buyer will be returned to the
 63. Buyer without any requirement for court action. Seller further warrants that the present use IS IS NOT in compliance therewith. Seller further warrants
 64. that the property IS IS NOT within the General Flood Plain District; the Property IS IS NOT within a Historic District and that there exists no
 65. notice of any uncorrected violation of housing, building, plumbing, electrical safety or fire ordinances and regulations, except as provided hereinafter:
 66. _____
 67. Seller will obtain for Settlement any and all certifications of such conditions required by the laws of this Commonwealth and of any municipal subdivision.
 68. Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

69. **11. TITLE:** Title is to be conveyed by special warranty deed executed by Seller and shall be good and marketable, free of all liens and encumbrances, excepting
 70. zoning regulations, ordinances, reservations, historic preservation restrictions, privileges or rights of public service companies, easements and restrictions
 71. of record or visible by inspection. If Seller is unable to convey good and marketable title and such as will be insured by a reputable title company at regular
 72. rates, Buyer may take such title as Seller can convey without abatement of Price or terminate this Agreement in which case Seller shall cause the deposit to be
 73. returned to Buyer and shall reimburse Buyer's expenses for obtaining title binder coverage, premiums for hazard and flood coverage, mechanics lien insurance,
 74. title search fees, appraisal fees and loan charges paid in advance to mortgage lender, if any. _____

75. **12. ADJUSTMENTS AT SETTLEMENT:** Real estate taxes shall be apportioned on a per diem basis in accordance with the fiscal year of the taxing bodies
 76. to the date of settlement. Rent, water and sewer rents, if applicable, shall also be so apportioned to the date of settlement. Existing leases and security
 77. deposits, if any, shall be assigned to Buyer at settlement. _____

78. **13. ASSESSMENTS:** Seller represents and warrants that no assessments or notice of assessments for public improvements have been made against the
 Property which will not be paid in full prior to the time of final settlement. Buyer will be responsible for any payment of assessments or notice of assessments
 made after the date of this Agreement for any public improvements. _____

79. **14. TRANSFER TAXES:** Real estate transfer taxes will be divided equally between Buyer and Seller. _____

80. **15. RISK OF LOSS:** Seller assumes the risk of loss or damage to the Property through fire or other casualty prior to the date of settlement.

81. **16. SUBDIVISION AND SURVEY:** The Seller shall be responsible for, diligently pursue, and pay, the expense of satisfying any subdivision ordinance and
82. approval requirements necessary to convey the Property lawfully as well as any boundary surveys necessary to transfer title or remove title objections. If any
83. other surveys are necessary or desired, they shall be secured and paid for by the Buyer.

84. **17. HAZARDOUS WASTE:** Seller represents and warrants that Seller has no actual knowledge nor any reason to believe that hazardous waste or
85. contaminants (including asbestos and radon), that might result in liability to an owner of the Property for costs and expenses incurred to remediate such
86. condition, have ever been or are presently found or being disposed of on the Property. Furthermore, Seller agrees not to dispose of any hazardous waste or
87. contaminants on the Property during the term of this Agreement. Seller agrees to assume any and all liability and costs as a result of a breach of this or any
88. other herein contained representation and warranty and to indemnify Agents against any loss or claims against
89. Agents in connection therewith.

90. **18. UNDERGROUND STORAGE TANKS:** Seller represents and warrants that all storage tanks located on the Property (if any) whether aboveground or
91. underground, have been reported and registered with the appropriate state and/or local agency and/or department as required by law and have been and are
92. being maintained as required by law. In the event that the Seller has not complied with any applicable statute or provision, Seller hereby agrees to assume any
93. and all liability and costs incurred as a result of a breach or noncompliance with the applicable statute, and to indemnify Agents against any loss or claims
94. against Agents in connection therewith.

95. **19. INSPECTION:** It is understood that Buyer has inspected the Property or hereby waives the right to do so; and Buyer agrees to purchase it as a result of
96. such inspection and not because of or in reliance upon any representation made by the Seller or any officer, partner or employee of Seller, or by any Broker
97. (CIR and any cooperating Broker), or any of the Brokers' salespersons and employees; and Buyer agrees to purchase the Property in its present condition
98. unless otherwise specified herein.

99. **20. BROKERS' LIABILITY:** It is expressly understood and agreed between the parties hereto that the Brokers, their salespersons and employees, or any
100. officer or partner of Brokers, are acting as Brokers only and will in no case whatsoever be held liable, either jointly or severally, to either party for the
101. performance of any term or covenant of this Agreement or for damages for the nonperformance thereof.

102. **21. REAL ESTATE RECOVERY FUND:** A real estate recovery fund exists to reimburse persons who have suffered monetary loss and have obtained an
103. uncollectible judgment due to fraud, misrepresentation or deceit in a real estate transaction by a Pennsylvania licensee. For further information, call the
104. Pennsylvania State Real Estate Commission at (717) 783-3658.

105. **22. ENTIRE AGREEMENT:** This Agreement contains the whole Agreement between the Seller and the Buyer, and there are no other terms, obligations,
106. covenants, representations, statements or conditions, or otherwise of any kind whatsoever, concerning this sale. Furthermore, this Agreement shall not be
107. altered, amended, changed or modified, except in writing executed by the parties hereto.

108. **23. DEPOSITS:** All deposits, whether cash, check, judgment note or other instruments, and regardless of the person designated as payee, shall be retained by
109. the Agent for Seller in an escrow or fiduciary account in accordance with the Real Estate Licensing and Registration Act of the Commonwealth of
110. Pennsylvania and Rules and Regulations of the Real Estate Commission. Buyer agrees that Broker may transfer Buyer's deposit to another real estate licensee
111. with Buyer's prior consent. In the event of a dispute over entitlement to deposit, Broker will maintain the same in an escrow account until a resolution of the
112. dispute by agreement or final order of court. 49 Pa. Code §35.333(a)(8). Buyer and Seller agree that if Broker is joined in a suit over entitlement to deposit,
113. the party joining Broker shall pay Broker's costs and fees, including attorney fees.

114. **24. RELEASE:** Buyer and Seller release, quit claim and forever discharge, Broker and any cooperating real estate licensees, their contractors and employees
115. or any other person, corporation, or entity that may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, per-
116. sonal injury and property damage, and the consequences thereof, known or not, that may arise from the presence of environmental hazards, or any defects or
117. conditions of or on the Property. Buyer and Seller acknowledge that Broker and any cooperating real estate licensees are acting as agents only, and will in no
118. case whatsoever be held liable either jointly or severally to either Buyer or Seller for the performance of any term or covenant of the Agreement of Sale or for
119. damages from failure to perform by any party. This Release shall survive settlement.

120. **25. REPRESENTATIONS:** Buyer and Seller agree that representations, claims, advertising and promotional activities, brochures, or documents of any kind
121. made by Seller, Broker, cooperating real estate licensees, or the employees/contractors of any of them, are not a part of the Agreement unless expressly stated
122. therein; nor have Buyer and Seller relied on such in entering into the Agreement. Buyer has inspected the Property or has waived the right to do so, and agrees
123. to purchase it in its present condition unless otherwise stated in the Agreement. Buyer and Seller acknowledge that Broker and cooperating licensees have not
124. determined whether the present or proposed use of the Property is lawful, nor have they performed an examination or assessment of the general or
125. environmental condition of the Property, or of conditions existing in the locale where the Property is situated.

126. **26. ADDITIONAL DOCUMENTS:** Seller and Buyer agree to execute and deliver any documents reasonably necessary or desirable to carry out the terms
127. and conditions of this Sales Agreement.

128. **27. AUTHORITY:** The person(s) executing this Agreement on behalf of Buyer and Seller warrant and represent that they have all necessary power and
129. authority to execute, enter into, deliver and perform this Agreement.

130. **28. ASSIGNMENT:** This Agreement shall be binding upon the respective heirs, executors, administrators, successors and upon the assigns of the parties
131. hereto; provided, however, that unless otherwise expressly provided herein, the Buyer shall not transfer or assign Buyer's interest without the prior written
132. consent of Seller, which shall not be unreasonably withheld.

133. IN WITNESS WHEREOF, INTENDING TO BE LEGALLY BOUND, the parties have caused this Agreement to be executed and delivered as of the day
134. and year first above written.

135. ATTEST/WITNESS

BUYER:

136. _____

(Name of Corporation or partnership, if applicable)

137. By: _____

By: _____ (SEAL)

(Title)

(SEAL)

138. _____

Print Name: _____ Title: _____

141. ATTEST/WITNESS

SELLER:

142. _____

(Name of Corporation or partnership, if applicable)

143. By: _____

By: _____ (SEAL)

(Title)

(SEAL)

144. _____

Print Name: _____ Title: _____