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# CONSUMER NOTICE

## THIS IS NOT A CONTRACT

In an effort to enable consumers of real estate services to make informed decisions about the business relationships they may have with real estate brokers and sales persons (licensees), the Real Estate Licensing and Registration Act (RELRA) requires that consumers be provided with this Notice at the initial interview.

- Licensees may enter into the following agency relationships with consumers:

### *Seller Agent*

As a seller agent the licensee and the licensee's company works exclusively for the seller/landlord and must act in the seller's/landlord's best interest, including making a continuous and good faith effort to find a buyer/tenant except while the property is subject to an existing agreement. All confidential information relayed by the seller/landlord must be kept confidential except that a licensee must reveal known material defects about the property. A subagent has the same duties and obligations as the seller agent.

### *Buyer Agent*

As a buyer agent, the licensee and the licensee's company work exclusively for the buyer/tenant even if paid by the seller/landlord. The buyer agent must act in the buyer/tenant's best interest, including making a continuous and good faith effort to find a property for the buyer/tenant, except while the buyer is subject to an existing contract, and must keep all confidential information, other than known material defects about the property, confidential.

### *Dual Agent*

As a dual agent, the licensee works for *both* the seller/landlord and the buyer/tenant. A dual agent may not take any action that is adverse or detrimental to either party but must disclose known material defects about the property. A licensee must have the written consent of both parties before acting as a dual agent.

### *Designated Agent*

As a designated agent, the broker of the selected real estate company designates certain licensees within the company to act exclusively as the seller/landlord agent and other licensees within the company to act exclusively as the buyer/tenant agent in the transaction. Because the broker supervises all of the licensees, the broker automatically serves as a dual agent. Each of the designated licensees are required to act in the applicable capacity explained previously. Additionally, the broker has the duty to take reasonable steps to assure that confidential information is not disclosed within the company.

- In addition, a licensee may serve as a Transaction Licensee.

A transaction licensee provides real estate services without having any agency relationship with a consumer. Although a transaction licensee has no duty of loyalty or confidentiality, a transaction licensee is prohibited from disclosing that:

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

Like licensees in agency relationships, transaction licensees must disclose known material defects about the property.

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- Regardless of the business relationship selected, all licensees owe consumers the duty to:
  - Exercise reasonable professional skill and care which meets the practice standards required by the RELRA.
  - Deal honestly and in good faith.
  - Present, as soon as practicable, all written offers, counteroffers, notices and communications to and from the parties. This duty may be waived *by* the seller *where* the seller's property is under contract and the waiver is in writing.
  - Comply with the Real Estate Seller Disclosure Law.
  - Account for escrow and deposit funds.
  - Disclose, as soon as practicable, all conflicts of interest and financial interests.
  - 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.
- The following contractual terms are *negotiable* between the licensee and the consumer and must be addressed in an agreement/disclosure statement:
  - The duration of the licensee's employment, listing agreement or contract.
  - The licensee's fees or commission.
  - The scope of the licensee's activities or practices.
  - The broker's cooperation with and sharing of fees with other brokers.
- All sales agreements must contain the property's zoning classification except where the property is zoned solely or primarily to permit single family dwellings.
- The 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.

**Before you disclose any financial information to a licensee, be advised that unless you select a business relationship by signing a written agreement, the licensee is NOT representing you. A business relationship is NOT presumed.**

#### ACKNOWLEDGMENT

I acknowledge that I have received this disclosure.

Date: 7/20/2024

Melissa A Bemer  
(Consumer's Printed Name)

DocuSigned by:  
Melissa A Bemer  
(Consumer's Signature)

Date: 7/18/2024

Stephen J Boerner  
(Consumer's Printed Name)

DocuSigned by:  
Stephen Boerner  
(Consumer's Signature)

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

Date: 7/18/2024

Juliana Martell  
(Licensee's Printed Name)

DocuSigned by:  
Juliana Martell  
B77E69B5B72E49D...  
(Licensee's Signature)

AB069391  
(License #)

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



**LISTING CONTRACT (SELLER AGENCY 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) Kurfiss Sotheby's International Realty Licensee(s) (Name) Juliana Martell  
 2 \_\_\_\_\_  
 3 Company Address 1631 Locust St, Suite 300, Philadelphia, Direct Phone(s) \_\_\_\_\_  
 4 PA 19103 Cell Phone(s) (856)366-0224  
 5 Company Phone (215)735-2225 Fax \_\_\_\_\_  
 6 Company Fax (215)735-2122 Email julianamartell@gmail.com

7 **SELLER** Melissa A Bemer, Stephen J Boerner  
 8 \_\_\_\_\_  
 9 **SELLER'S MAILING ADDRESS** \_\_\_\_\_  
 10 \_\_\_\_\_  
 11 **PHONE** (215)530-0545 (610)613-5939 **FAX** \_\_\_\_\_  
 12 **E-MAIL** melissabemer@gmail.com Stephen.Boerner@gmail.com

13 **Seller understands that this Listing Contract is between Broker and Seller.**  
 14 **Does Seller have a listing contract for this Property with another broker?** ☐ Yes ☒ No  
 15 **If yes, explain:** \_\_\_\_\_

16 **1. PROPERTY** **LISTED PRICE \$ 465,000.00**  
 17 Address 244-246 N 3rd St 4CD Philadelphia PA ZIP 19106  
 18 Municipality (city, borough, township) Philadelphia  
 19 County Philadelphia School District The School District of Philadelphia  
 20 Zoning Residential  
 21 Present Use Rental unit  
 22 Currently Occupied By Renters  
 23 Identification (For example, Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date) 888053476, 888053477  
 24 \_\_\_\_\_

25 **2. STARTING & ENDING DATES OF LISTING CONTRACT (ALSO CALLED "TERM")**  
 26 (A) No Association of REALTORS® has set or recommended the term of this contract. Broker/Licensee and Seller have discussed and  
 27 agreed upon the term of this Contract.  
 28 (B) **Starting Date:** This Contract starts when signed by Broker and Seller, unless otherwise stated here: 07/18/2024  
 29 (C) **Ending Date:** This Contract ends at 11:59 PM on 01/18/2025. By law, the term of a listing contract may not exceed  
 30 one year. If the Ending Date written in this Contract creates a term that is longer than one year, the Ending Date is automatically  
 31 364 days from the Starting Date of this Contract.

32 **3. DUAL AGENCY**  
 33 Seller agrees that Broker and Broker's Licensees may also represent the buyer(s) of the Property. A Broker is a Dual Agent when a  
 34 Broker represents both a buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents a buyer and  
 35 Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for a buyer  
 36 and Seller. If the same Licensee is designated for a buyer and Seller, the Licensee is a Dual Agent. Seller understands that Broker is a  
 37 Dual Agent when a buyer who is represented by Broker is viewing properties listed by Broker.

38 **4. DESIGNATED AGENCY**  
 39 Designated Agency is applicable, unless checked below. Broker designates the Licensee(s) above to exclusively represent the interests  
 40 of Seller. If Licensee is also the buyer's agent, then Licensee is a DUAL AGENT.  
 41 ☐ **Designated Agency is not applicable.**

42 **5. BROKER'S FEE**  
 43 (A) No Association of REALTORS® has set or recommended the Broker's Fee. Broker and Seller have negotiated the fee that Seller  
 44 will pay Broker.  
 45 (B) Broker's Fee is 6.000 % of the sale price OR \$ \_\_\_\_\_, whichever is greater, AND \$ \_\_\_\_\_, paid  
 46 to Broker by Seller as follows:  
 47 1. \$ \_\_\_\_\_ of Broker's Fee is earned and due **(non-refundable)** at signing of this Listing Contract, pay-  
 48 able to Broker. DS DS

49 **Broker/Licensee Initials:** Juliana Martell

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**Seller Initials:** MAB SB

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rev. 9/22; rel. 1/23

**2. Seller will pay the balance of Broker's Fee if:**

- a. **Property, or any ownership interest in it, is sold or exchanged during the term of this Contract by Broker, Broker's Licensee(s), Seller, or by any other person or broker, at the listed price or any price acceptable to Seller, OR**
  - b. A ready, willing, and able buyer is found, during the term of this contract, 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, OR
  - c. Negotiations that are pending at the Ending Date of this Contract result in a sale, OR
  - d. A Seller signs an agreement of sale then refuses to sell the Property, or if a Seller is unable to Sell the Property because of failing to do all the things required of the Seller in the agreement of sale (Seller default), OR
  - e. The Property or any part of it is taken by any government for public use (Eminent Domain), in which case Seller will pay from any money paid by the government, OR
  - f. A sale occurs after the Ending Date of this Contract IF:
    - (1) The sale occurs within 30 days of the Ending Date, AND
    - (2) The buyer was shown or negotiated to buy the Property during the term of this contract, AND
    - (3) The Property is not listed under an "exclusive right to sell contract" with another broker at the time of the sale.
- (C) If a sale occurs, balance of 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, balance of Broker's Fee will be paid upon the execution of the installment contract.

**6. BROKER'S FEE IF SETTLEMENT DOES NOT OCCUR**

If an agreement of sale is signed and settlement does not occur, and deposit monies are released to Seller, Seller will pay Broker \_\_\_\_\_ of/from deposit monies.

**7. COOPERATION WITH OTHER BROKERS**

- Licensee(s) 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:
- (A) ☐ **Represents Seller (SUBAGENT).** Broker will pay \_\_\_\_\_ of/from the sale price.
  - (B) ☒ **Represents the buyer (BUYER'S AGENT).** Broker will pay 3% of/from the sale price. **A buyer's Agent, even if compensated by Broker for Seller, will represent the interests of the buyer.**
  - (C) ☐ **Does not represent either Seller or a buyer (TRANSACTION LICENSEE).** Broker will pay \_\_\_\_\_ of/from the sale price.

**8. DUTIES OF BROKER AND SELLER**

- (A) Broker is acting as a Seller Agent, as described in the Consumer Notice, to market the Property and to negotiate with potential buyers. Broker will use reasonable efforts to find a buyer for the Property.
- (B) Seller will cooperate with Broker and assist in the sale of the Property as asked by Broker.
- (C) All showings, negotiations and discussions about the sale of the Property, written or oral, will be communicated by Broker on Seller's behalf. All written or oral inquiries that Seller receives or learns about regarding the Property, regardless of the source, will be referred to Broker.
- (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 oral, Seller will provide a written summary of the terms, including amount of rent, ending date, and Tenant's responsibilities.
- (E) Seller will not enter into, renew, or modify any leases, or enter into any option to sell, during the term of this Contract without Broker's written consent.

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

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

**10. BROKER NOT RESPONSIBLE FOR DAMAGES**

Seller 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).

**11. 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 Seller have been met. This escrow account will be held as required by real estate licensing laws and regulations. Buyer and Seller 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. Seller agrees that the person keeping the deposit monies may wait to deposit any uncashed check that is received as deposit money until Seller has accepted an offer.
- (B) 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:
  1. If an agreement of sale is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.

Broker/Licensee Initials: M

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Seller Initials: MAB SB

2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
  3. According to the terms of a final order of court.
  4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved.
- (C) Seller agrees that if Seller names Broker or Broker's licensee(s) in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by Seller.

**12. OTHER PROPERTIES**

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

**13. ADDITIONAL OFFERS**

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

**14. SELLER WILL REVEAL DEFECTS & ENVIRONMENTAL HAZARDS**

- (A) Seller (including Sellers exempt from the Real Estate Seller Disclosure Law) will disclose all known material defects and/or environmental hazards on a separate disclosure statement. A material defect is a problem or condition that:
1. is a possible danger to those living on the Property, or
  2. has a significant, adverse effect on the value of the Property.
- The fact that a structural element, system or subsystem is near, 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.
- (B) Seller will update the Seller's Property Disclosure Statement as necessary throughout the term of this Listing Contract.
- (C) If Seller fails to disclose known material defects and/or environmental hazards:
1. Seller will not hold Broker or Licensee(s) responsible in any way;
  2. Seller will protect Broker and Licensee(s) from any claims, lawsuits, and actions that result;
  3. Seller will pay all of Broker's and Licensee's costs that result. This includes attorneys' fees and court-ordered payments or settlements (money Broker or Licensee pays to end a lawsuit or claim).

**15. IF PROPERTY WAS BUILT BEFORE 1978**

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

**16. HOME WARRANTIES**

At or before settlement, Seller may purchase a home warranty for the Property from a third-party vendor. Seller understands that a home warranty for the Property does not alter any disclosure requirements of Seller, may not cover or warrant any pre-existing defects of the Property, and will not alter, waive or extend any provisions of the Agreement regarding inspections or certifications that Buyer may elect or waive as part of the Agreement. Seller understands that Broker who recommends a home warranty may have a business relationship with the home warranty company that provides a financial benefit to Broker.

**17. RECORDINGS ON THE PROPERTY**

- (A) Seller understands that potential buyers viewing the Property may engage in photography, videography or videotelephony on the Property. Seller should remove any items of a personal nature Seller does not wish to have photographed or recorded, such as family photos, important or confidential paperwork (including any information relating to the listing or communications with Broker or Licensee) and all other personally identifiable information such as birthdates, social security numbers, telephone numbers, etc. Seller is responsible for providing this same notification to any occupants of the Property.
- (B) Any person who intentionally intercepts oral communications by electronic or other means without the consent of all parties is guilty of a felony under Pennsylvania law. Seller understands that recording or transmitting audio may result in violation of state or federal wiretapping laws. **Seller hereby releases all BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them, and any PERSON, FIRM or CORPORATION who may be liable by or through them, from any claims, lawsuits and actions which may arise from any audio or video recordings occurring in or around the Property.**

Broker/Licensee Initials: MM

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Seller Initials: MAB SB



**18. RECOVERY FUND**

Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment) 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.

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

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

**20. TRANSFER OF THIS CONTRACT**

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

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

(B) Broker will notify Seller immediately in writing if Broker transfers this Contract to another broker. Seller will follow all requirements of this Contract with the new broker.

**21. NO OTHER CONTRACTS**

Seller will not enter into another listing contract for the property(s) identified in Paragraph 1 with another broker that begins before the Ending Date of this Contract.

**22. CONFLICT OF INTEREST**

It is a conflict of interest when Broker or Licensee has a financial or personal interest in the property and/or cannot put Seller's interests before any other. If Broker, or any of Broker's licensees, has a conflict of interest, Broker will notify Seller in a timely manner.

**23. ENTIRE CONTRACT**

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

**24. CHANGES TO THIS CONTRACT**

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

**25. MARKETING OF PROPERTY**

(A) Multiple Listing Services (MLS)

1. An MLS is a subscription service used by real estate licensees to market properties to other subscribers. If marketed in an MLS, Broker will make an offer of cooperating compensation to another participant who procures a tenant for the Property (See Paragraph 7). MLS marketing is governed by specific rules and policies, which may differ depending on the MLS used.

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

☐ Broker **will not** use an MLS to advertise the Property. Seller understands and agrees that the listing may be reported to an MLS, but will not be marketed for sale via an MLS. Further, Seller understands and agrees that any and all public marketing of the Property through the use of other means such as yard signs, social media, and public-facing websites may be prohibited. Seller may be required to sign an additional waiver or release to comply with MLS rules and policies.

☒ Broker will use an MLS to advertise the Property to other real estate brokers and salespersons. Listing broker shall communicate to the MLS all of Seller's elections made below. Seller agrees that Broker and Licensee, and the MLS are not responsible for mistakes in an MLS or advertising of the Property.

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

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

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

☐ Comments or reviews about Seller's listings, or a hyperlink to such comments or reviews, in immediate conjunction with Seller's listing.

☐ Automated estimates of the market value of Seller's listing, or a hyperlink to such estimates, in immediate conjunction with the Seller's listing.

(C) Other

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

2. ☐ Seller does not want the listed Property to be displayed on the Internet.

☐ Seller does not want the address of the listed Property to be displayed on the Internet.

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

226 Broker/Licensee Initials: JM

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Seller Initials: MAB SB

227 (D) Seller understands and acknowledges that, if an open house is scheduled, the property address may be published on the Internet in  
 228 connection to the open house.  
 229 (E) Other \_\_\_\_\_

230 **26. PUBLICATION OF SALE PRICE**  
 231 Seller is aware that the Multiple Listing Service (MLS), newspapers, Web Sites, and other media may publish the final sale price of the  
 232 Property.

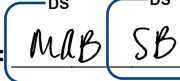
233 **27. COPYRIGHT**  
 234 In consideration of Broker's efforts to market Seller's Property as stated in this Contract, Seller grants Broker a non-exclusive, world-  
 235 wide license (the "License") to use any potentially copyrightable materials (the "Materials") which are related to the Property and pro-  
 236 vided by Seller to Broker or Broker's representative(s). The Materials may include, but are not limited to: photographs, images, video  
 237 recordings, virtual tours, drawings, written descriptions, remarks, and pricing information related to Seller's Property. This License  
 238 permits Broker to submit the Materials to one or more multiple listing services, to include the Materials in compilations of property list-  
 239 ings, and to otherwise distribute, publicly display, reproduce, publish and produce derivative works from the Materials for any purpose  
 240 that does not conflict with the express terms of this Contract. The License may not be revoked by Seller and shall survive the ending of  
 241 this Contract. Seller also grants Broker the right to sublicense to others any of these rights granted to Broker by Seller. Seller represents  
 242 and warrants to Broker that the License granted to Broker for the Materials does not violate or infringe upon the rights, including any  
 243 copyrights, of any person or entity. Seller understands that the terms of the License do not grant Seller any legal right to any works that  
 244 Broker may produce using the Materials.

245 **28. FIXTURES AND PERSONAL PROPERTY**  
 246 (A) It is possible for certain items of personal property to be so integrated into the Property that they become fixtures and will be regarded  
 247 as part of the Property and therefore included in a sale. **Seller is encouraged to be specific when negotiating what items will be**  
 248 **included or excluded in a sale.**  
 249 (B) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, and other items including plumb-  
 250 ing; heating; radiator covers; hardwired security systems; thermostats; lighting fixtures (including chandeliers and ceiling fans);  
 251 pool and spa equipment (including covers and cleaning equipment); electric animal fencing systems (excluding collars); garage door  
 252 openers and transmitters; unpotted shrubbery, plantings and trees; any remaining heating and cooking fuels stored on the Property  
 253 at the time of settlement; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences; mailboxes; wall to  
 254 wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware, shades and blinds;  
 255 awnings; built-in air conditioners; built-in appliances; the range/oven, unless otherwise stated; and, if owned, solar panels, windmills,  
 256 water treatment systems, propane tanks and satellite dishes. Also included: **washer, dryer, fridge**  
 257 \_\_\_\_\_  
 258 (C) The following items are not owned by Seller and may be subject to a lease or other financing agreement (e.g., solar panels, windmills,  
 259 water treatment systems, propane tanks, and satellite dishes): \_\_\_\_\_  
 260 \_\_\_\_\_  
 261 (D) EXCLUDED fixtures and items: **all tenant personal property**  
 262 \_\_\_\_\_

263 **29. TAXES & SPECIAL ASSESSMENTS**  
 264 (A) At settlement, Seller will pay one-half of the total Real Estate Transfer Taxes, unless otherwise stated here: \_\_\_\_\_  
 265 \_\_\_\_\_  
 266 (B) Yearly Property Taxes \$ **3,841+ 2,862** Property Assessed Value \$ **\$274,400+ \$204,500**  
 267 (C) Is the property preferentially assessed (including a tax abatement)? ☐ Yes ☒ No  
 268 If applicable, how many years remain? \_\_\_\_\_  
 269 (D) COA/HOA Name **Chancellor Properties** COA/HOA Phone **(484)483-2715**  
 270 COA/HOA special assessments \$ **n/a** Buyer's required capital contribution \$ **2 times monthly HOA**  
 271 Please explain: \_\_\_\_\_  
 272 (E) COA/HOA Fees \$ \_\_\_\_\_ ☐ Quarterly ☒ Monthly ☐ Yearly  
 273 (F) Municipality Assessments \$ \_\_\_\_\_

274 **30. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**  
 275 The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property  
 276 Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of  
 277 U.S. real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons  
 278 purchasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required  
 279 to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. tax-  
 280 ation of gains realized on disposition of such interests. The transferee/buyer, as the withholding agent, may request that you complete a  
 281 FIRPTA Affidavit regarding your status as a foreign person as defined by the Act. Seller agrees to comply, if applicable.

282 Broker/Licensee Initials: 

Seller Initials: 

283 **31. TITLE & POSSESSION**

- 284 (A) Seller will give possession of Property to a buyer at settlement, or on \_\_\_\_\_
- 285 (B) At settlement, Seller will give full rights of ownership (fee simple) to a buyer except as follows:
- 286 ☐ Oil ☐ Gas ☐ Mineral ☐ Other
- 287 If checked, please explain: \_\_\_\_\_
- 288
- 289 (C) Seller has:
- 290 ☒ First mortgage with NationStar Mortgage LLC, dba Mr. Cooper Amount of balance \$ \$346,517.11
- 291 Address \_\_\_\_\_
- 292 Phone \_\_\_\_\_ Acct. # \_\_\_\_\_
- 293 ☐ Second mortgage with \_\_\_\_\_ Amount of balance \$ \_\_\_\_\_
- 294 Address \_\_\_\_\_
- 295 Phone \_\_\_\_\_ Acct. # \_\_\_\_\_
- 296 ☐ Home Equity line of credit with \_\_\_\_\_ Amount of balance \$ \_\_\_\_\_
- 297 Address \_\_\_\_\_
- 298 Phone \_\_\_\_\_ Acct. # \_\_\_\_\_
- 299 ☐ Seller authorizes Broker to receive mortgage payoff and/or equity loan payoff information from lender(s).
- 300 (D) Seller has:
- 301 ☐ Judgments \$ \_\_\_\_\_ ☐ Past Due Municipal Assessment \$ \_\_\_\_\_
- 302 ☐ Past Due Property Taxes \$ \_\_\_\_\_ ☐ Past Due COA/HOA Fees \$ \_\_\_\_\_
- 303 ☐ Federal Tax Liens \$ \_\_\_\_\_ ☐ Past Due COA/HOA Assessments \$ \_\_\_\_\_
- 304 ☐ State Tax Liens (including sales, use and hotel occupancy taxes) \$ \_\_\_\_\_
- 305 ☐ Other: \_\_\_\_\_ \$ \_\_\_\_\_
- 306 (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
- 307 county, list the county and the Domestic Relations Number or Docket Number: \_\_\_\_\_

308 **31. BUYER FINANCING**

- 309 Seller will accept the following arrangements for buyer to pay for the Property:
- 310 ☒ Cash ☒ Conventional mortgage ☒ FHA mortgage ☒ VA mortgage
- 311 ☒ Seller's Assist to buyer (if any) \$ \_\_\_\_\_, or \_\_\_\_\_ %

312 **32. SPECIAL INSTRUCTIONS**

313 The Office of the Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special

314 conditions or additional terms in this Contract must comply with the Pennsylvania Plain Language Consumer Contract Act.

315 **33. SPECIAL CLAUSES**

- 316 (A) The following are part of this Listing Contract if checked:
- 317 ☐ Property Description Addendum to Listing Contract (PAR Form XLS-A)
- 318 ☐ Single Agency Addendum (PAR Form SA)
- 319 ☐ Consumer Services Fee Addendum (PAR Form CSF)
- 320 ☐ Vacant Land Addendum to Listing Contract (PAR Form VLA)
- 321 ☐ Short Sale Addendum (PAR Form SSL)
- 322 ☐ \_\_\_\_\_
- 323 ☐ \_\_\_\_\_

324 (B) Additional Terms:

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342 **Broker/Licensee Initials:**



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

**XLS Page 6 of 7**



**Seller Initials:**



DS DS  
SB MAB





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

344   Seller has received the Seller's Property Disclosure form and agrees to complete and return to Listing Broker in a

345   timely manner, if required.

346   Seller has received the Lead-Based Hazards Disclosure form and agrees to complete and return to Listing Broker in

347   a timely manner, if required.

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

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

350 Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures


351 of all parties, constitutes acceptance by the parties.

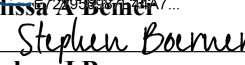
352 This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts

353 together shall constitute one and the same Agreement of the Parties.

354 NOTICE BEFORE SIGNING: IF SELLER HAS LEGAL QUESTIONS, SELLER IS ADVISED TO CONSULT A PENN-

355 SYLVANIA REAL ESTATE ATTORNEY.

356 SELLER  DATE 7/20/2024

357 SELLER  DATE 7/18/2024

358 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

359 BROKER (Company Name) Kurfiss Sotheby's International Realty

360 ACCEPTED ON BEHALF OF BROKER BY  DATE 7/18/2024



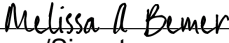

## **KURFISS SOTHEBY'S INTERNATIONAL REALTY TRANSACTION FEE**

1. **Closing Services.** When an Agreement of Sale is executed, there are many services associated with completing the real estate transaction. These services may include but are not limited to those listed below.
  - Send out letter to conveyancing company to introduce file.
  - Order Condominium Association Resale Package or Homeowner Association Resale Package, if applicable.
  - Supply information and application to seller if Use and Occupancy (U&O) is required by their Township.
  - Review Agreement of Sale for commissions, seller assists and home warranty.
  - Obtain Buyer/Seller Social Security numbers to order domestic relations certifications and Patriot Act certifications.
  - Obtain mortgage/home equity loan payoff figures(s) from current lien holders.
  - Obtain and review title commitment.
  - Order Title and obtain charges from conveyancing company or Title Company of Buyer's choice for preparation of final estimate of closing costs and proceeds.
  - Provide Title Company contact information to mortgage company, if necessary.
  - Order Title Insurance
  - Obtain a quote for homeowners' insurance, if applicable
  - Contact Mortgage company to discuss financing program, if applicable
  - Order tax, water, sewer and trash certifications, if necessary.
  - When applicable, handle requests for deed package, power of attorney documents, death certificate/estate issues, divorce issues/final decree, property settlement agreement, clear mortgage satisfactions, LLC/Corporation documents, tax claim certifications.
  - Forward Addendums that affect the Agreement of Sale to the title Company.
  - Request escrow letter for Mortgage Company, if necessary.
  - Coordinate and schedule closing date.
  - Order escrow check for settlement.
  - Prepare and send out settlement notice to Buyer/Seller/Agents.
  - Compile and send package of all items needed by Title Company.
  - Request preliminary HUD from Title Company.
  - Prepare folder for closing and send to agent prior to settlement.
  - Obtain copy of the final HUD.
  - Notarization of documents pertaining to the transaction.
2. **Information Services.** Given changes to the real estate industry and consumer requirements for information and services, Kurfiss SIR has invested heavily in its operations, including, but not limited to hardware, software, technology and personnel, in order to deliver the quality of service related to those demands.
3. **Fee.** Although not all transactions are equal and some may require more services than others, a flat fee of \$395.00 will be charged on all transactions to cover these services. This fee may appear on the HUD sheet as a flat fee commission. We are not alone in our necessity to pass on these charges but do strive to keep them at a minimum and currently have the lowest charge amongst our competitors. The costs associated with the

performance of the foregoing services are charged by Delaware River Closing Services, Inc. This fee shall be charged to the undersigned at settlement, in addition to the Broker's Commission. This fee is not negotiable, if we are to function at our best; we thank you for your understanding.

4. **Authorization.** On behalf of Kurfiss Sotheby's International Realty, many of the foregoing closing services are performed by Delaware River Closing Services, Inc., a corporation which has a business relationship with Kurfiss Sotheby's International Realty. The undersigned hereby authorizes Delaware River Closing Services, Inc. to perform the above services.

Acknowledged and Agreed to:

<div>DocuSigned by:  Name/Signature</div>	<div>7/20/2024 Date</div>
<div>DocuSigned by:  Name/Signature</div>	<div>7/18/2024 Date</div>



Kurfiss

Sotheby's  
INTERNATIONAL REALTY**IMPORTANT CONSUMER NOTICE REGARDING  
FRAUDULENT BANK WIRING INSTRUCTIONS**

Recently there have been increased reports of a theft scheme that involves hackers stealing e-mail addresses and sending fraudulent bank wiring instructions to various parties involved in a real estate transaction. Realtors, Attorneys, title agents and buyers could be affected. The criminal scheme has many variations and this notice is not intended to describe each situation. We want to alert you, as a consumer, to the situation, so that you can minimize the risk that you could be a victim.

We strongly recommend that **before** you wire any funds to any party (including your own lawyer, real estate broker or title agent whom you know to be involved in your transaction) that you **personally call** the appropriate party to confirm the wire instructions (you should confirm the ABA routing number or SWIFT code and the credit account number). You should call them at a number that you have obtained on your own (e.g., the sales contract, their website, etc.) and you should **not** use the telephone number that may be contained in any e-mail – **even if the e-mail appears to be from someone you know.** A common aspect of the scheme involves the criminal hacking the sender's e-mail (unbeknownst to them) and sending you an e-mail that looks like other legitimate e-mails you have received from that party. The e-mail contains the criminal's wire instructions and may contain the criminal's phone number, and once your funds are wired by your bank to the criminal's account, there may be no way to recover those funds.

**We also strongly recommend that you, your Attorney(s) and others working on a transaction refrain from placing any sensitive personal and financial information on an e-mail, directly or through an e-mail attachment. When you need to provide social security numbers, bank account numbers, credit card numbers, wiring instructions or similar sensitive information, we strongly recommend using more secure means, such as providing the information in person, over the telephone, or through secure mail or package services, whenever possible.**

If you do think your money was somehow sent to a hacker, your best chance to recover the money is to move quickly. You should immediately call your bank and ask your bank to contact the institution where the fraudulent wire was sent. You should also call your local Federal Bureau of Investigation (FBI) office – the FBI can work with other agencies and may be able to help return or freeze the funds. You should also file a complaint with the Internet Crime Complaint Center at [bec.ic3.gov](http://bec.ic3.gov).

**PLEASE EXERCISE CAUTION BEFORE WIRING FUNDS TO ANY PARTY**

**This important Notice is not intended to provide legal advice. You are advised to consult with an Attorney if you have any questions. By your signature(s) and date(s) below, you acknowledge you have received and reviewed this important Notice.**

DocuSigned by:

*Stephen Boerner*

7/18/2024

8E08DC9E565E44A...

Consumer

Date

DocuSigned by:

*Melissa A. Boerner*

7/20/2024

E722950987E44A7...

Consumer

Date



Kurfiss

Sotheby's  
INTERNATIONAL REALTY

1631 Locust Street, Suite 300  
Philadelphia, PA 19103  
P: 215-735-2225

## FAX PAYOFF BACK TO: 215-709-3588 or 215-735-2122

### PERMISSION TO PROVIDE PAYOFF

I hereby request that you provide all payoff information to Kurfiss Sotheby's International Realty regarding the following account(s):

NationStar Mortgage LLC, dba Mr. Cooper  
Mortgage Company

833-685-2567

Phone #

Payoff Division 800 State Highway 121 Bypass  
Mailing Address

#705555894

Loan #

Lewiville, Texas, 750067

Is this loan a:

Primary Mortgage: Yes or No

Line of Credit: Yes or No

The address of my/our property against which this mortgage is held:

246 N 3rd St.

#4cd

Philadelphia, PA 19106

### Seller's Authorization

Stephen Boerner

Name

159-68-7195

SS Number

DocuSigned by:

Stephen Boerner

3E6DCE505F44A...

7/18/2024

Melissa A Bemer

Name

577-13-6417

SS Number

DocuSigned by:

Melissa A Bemer

Signature

E722950987E44A7...

7/20/2024

For Kurfiss to complete

Payoff good through date



**RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FORM****LPD**

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

**THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978****PROPERTY 244-246 N 3rd St 4CD, Philadelphia, PA 19106****SELLER** Melissa A Bemer, Stephen J Boerner**LEAD WARNING STATEMENT**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**SELLER'S DISCLOSURE**

SB MAB DS DS Seller has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.

     /      Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)

**SELLER'S RECORDS/REPORTS**

SB MAB DS DS Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.

     /      Seller has provided Buyer with all available records and reports regarding lead-based paint and/or lead-based paint hazards in or about the Property. (List documents): \_\_\_\_\_

Seller certifies that to the best of Seller's knowledge the above statements are true and accurate.

**SELLER** Melissa A Bemer DocuSigned by: **Melissa A Bemer** **DATE** 7/20/2024

**SELLER** E722950987E44B7... Stephen Boerner **Stephen J Boerner** **DATE** 7/18/2024

**SELLER** 3E08DC9E565F44A... **DATE** \_\_\_\_\_

**BUYER****DATE OF AGREEMENT** \_\_\_\_\_**BUYER'S ACKNOWLEDGMENT**

     /      Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement.

     /      Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards and has received the records and reports regarding lead-based paint and/or lead-based paint hazards identified above.

Buyer has (initial one):

     /      received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

     /      waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Buyer certifies that to the best of Buyer's knowledge the statements contained in Buyer's acknowledgement are true and accurate.

**BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

**BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

**BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

**AGENT ACKNOWLEDGEMENT AND CERTIFICATION**

\_\_\_\_ Agent/Licensee represents that Agent has informed Seller of Seller's obligations under the Residential Lead-Based-Paint Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure compliance.

The following have reviewed the information above and certify that the Agent statements are true to the best of their knowledge and belief.

**Seller Agent and Buyer Agent must both sign this form.**

**BROKER FOR SELLER (Company Name)** Kurfiss Sotheby's International Realty

**LICENSEE** Juliana Martell DocuSigned by: **Juliana Martell** **DATE** 7/18/2024

**BROKER FOR BUYER (Company Name)** \_\_\_\_\_

**LICENSEE** \_\_\_\_\_ **DATE** \_\_\_\_\_



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10/16