

CONSUMER NOTICE
THIS IS NOT A CONTRACT

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

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

The following Employees of Prospect Leasing & Management, LLC:

Kendra C. Rice, Melanie J. Rundlett, Sandra S. Burkholder, Kyle A. Price & Eric J. Morgan are a Pennsylvania licensed Real Estate Professional and hereby states that with respect to this property,

Are acting in the following capacity:

____(I) Owner/Landlord of the Property, either in part or full;

____(II) A Direct Employee of the Owner/Landlord; or

X (III) An Agent of the Owner/Landlord Pursuant to a Property Management or Exclusive Leasing Agreement.

I am not acting as a representative of the consumer(s) shown below.

I acknowledge that I have received this notice:

Print (consumer): _____

Signed (consumer): _____

Print (consumer): _____

Signed (consumer): _____

I certify that I have provided this notice on behalf of the licensees shown above:

_____ Date: _____

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

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

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

Seller Agency (Landlord Agency):

Seller / Landlord Agency is a relationship where the licensee, upon entering into a written agreement, works only for a seller / landlord. Seller's / Landlord's agents owe the additional duties of:

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

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

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

Buyer Agency (Tenant Agency):

Buyer / Tenant agency is a relationship where the licensee, upon entering into a written agreement, works only for the buyer / tenant. Buyer's / Tenant's agents owe the additional duties of:

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

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

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

Dual Agency:

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

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

Designated Agency:

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

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

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

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

Transaction Licensee:

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

- The seller / landlord will accept a price less than the asking / listing price.
 - The buyer / tenant will pay a price greater than the price submitted in a written offer.
 - The seller / landlord or buyer / tenant will agree to financing terms other than those offered.
- Other information deemed confidential by the consumer shall not be provided to the transaction licensee.

OTHER INFORMATION ABOUT REAL ESTATE TRANSACTIONS

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

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

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

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, misrepresentations, 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

ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT I HAVE RECEIVED THIS DISCLOSURE.

DATE: _____

_____	_____
PRINT (CONSUMER)	SIGNED (CONSUMER)
_____	_____
PRINT (CONSUMER)	SIGNED (CONSUMER)

I CERTIFY THAT I HAVE PROVIDED THIS DOCUMENT TO THE ABOVE CONSUMER.

_____	_____
PRINT (LICENSEE)	SIGNED (LICENSEE)