Legal by Nature



Hart Law's Quarterly Newsletter











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HART LAW

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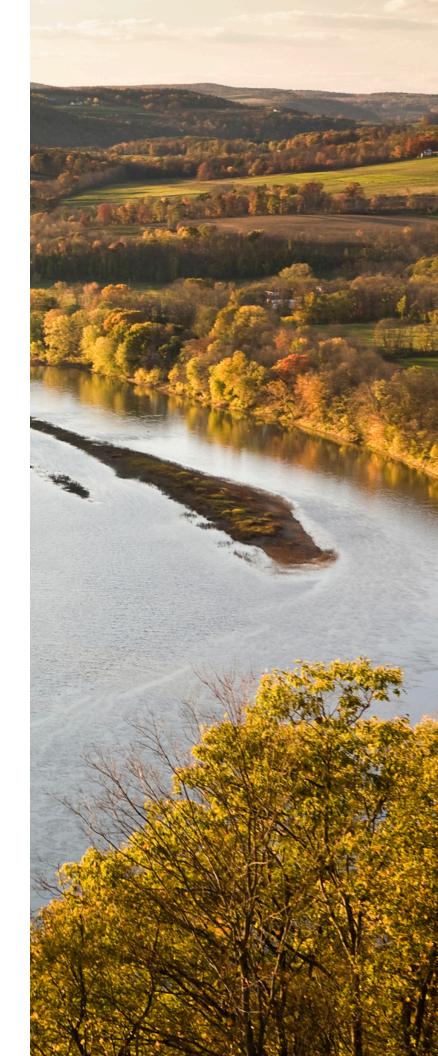
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DESK OF AN ATTORNE FROM THE

AN INTRODUCTION FROM ATTORNEY JOHN M. HART, III

Dear Friends, Clients, and Neighbors,

Welcome to the very first edition of **Legal by Nature** — a new seasonal publication we're proud to launch as a way to connect more meaningfully with you, the community we're privileged to serve.

This newsletter is more than just legal updates; it's a reflection of who we are at Hart Law. We're not your stereotypical law firm, and we don't try to be. We're real people who chose to plant our roots right here in NEPA— not just to work, but to raise our families, explore the outdoors, and contribute to the fabric of a region we love deeply.

With each seasonal issue, you can expect a blend of legal insights, updates on the work we're doing at the firm, and highlights of what's happening in and around our community. From local events to outdoor adventures, from legal tips to client success stories — our goal is to offer content that informs, uplifts, and stays true to the vibrant rhythm of life in NEPA.

We get it, law is not "sexy", so we've made it a point to keep things balanced. Each issue will strive to include:

- Legal tips for common issues
- A calendar of local events (including ones we'll be at)
- A seasonal travel piece featuring the outdoors
- A spotlight on a client success story or local business

This is a passion project for our entire team — a team that cares not just about the cases we handle, but about the people and places that make our region feel like home.

We hope this newsletter becomes something you look forward to each season, just as we look forward to continuing to grow with and support our community. And as always — if you need a lawyer, **Be Smart. Call Hart.**

Warmly,
John M. Hart, III

Attorney & Founder, Hart Law







From Football Fields to Classrooms: Legal Considerations for the School Year

BY JOHN M. HART, III, ESQ. PHOTOGRAPHY: STOCK

As I write this month's article, I was inspired by the delightful brisk mornings we've recently experienced with temperatures dropping to the 50s; and I know many of you may not like that, but for me, it's a sign that Autumn is approaching. And when you're my size, you welcome the "sweater weather". But I do know that summer isn't over yet, as the forecast shows 80s in the upcoming weekend. While the summer weather may not be over, the summer break is for students and teachers alike. And as summer fades and students head back to school, it's essential to understand the various legal considerations that come into play. From ensuring student safety to understanding liability in sports and the nuances of student privacy, parents and school administrators must navigate a complex legal landscape. This article touches on key legal issues including back-to-school legal considerations, sports injury liability, premises liability at sporting events, and student privacy rights.



Back-to-School Legal Considerations

The beginning of the school year brings a host of legal considerations for parents and schools. Key issues include:

- 1. Safety Policies and Procedures: Schools are responsible for implementing and enforcing safety policies to protect students. This includes emergency preparedness plans, bullying prevention measures, and protocols for handling medical emergencies.
- 2. Compliance with Educational Laws: Schools must comply with federal and state educational laws such as the Individuals with Disabilities Education Act (IDEA), which ensures that students with disabilities receive appropriate education and services.
- 3. Parental Rights: Parents have the right to be informed about school policies, their child's progress, and any incidents that occur. Schools must communicate effectively with parents and involve them in decision-making processes regarding their child's education.





Sports Injury Liability

With school sports in full swing, understanding liability in case of sports injuries is crucial. Key points include:

- 1. Duty of Care: Schools and coaches have a duty of care to ensure the safety of student-athletes. This includes proper training, safe equipment, and appropriate supervision during practices and games.
- 2. Informed Consent: Parents should be informed of the risks associated with sports participation and must consent to their child's involvement. This often involves signing waivers that outline potential risks.
- 3. Negligence: If an injury occurs due to negligence—such as inadequate supervision, faulty equipment, or failure to enforce safety rules—schools and coaches can be held liable. Proper documentation and adherence to safety protocols are essential in defending against negligence claims.

Premises Liability at Sporting Events

We all know Dunmore loves football. If memory serves me, it's the third most important value according to those yard signs! So as we attend our favorite team's games this season, it's helpful to understand how Premises Liability plays a role in these outings. Premises liability is a significant concern at school sporting events, involving the responsibility of the school to maintain a safe environment for spectators and participants. Key aspects include:

- 1. Maintenance of Facilities: Schools must ensure that sporting facilities, including fields, bleachers, and walkways, are well-maintained and free of hazards. Regular inspections and prompt repairs are necessary to prevent accidents.
- Adequate Security: Providing adequate security and crowd control during events is vital to prevent incidents such as fights or unauthorized access to restricted areas.
- 3. Emergency Response Plans: Having clear emergency response plans in place, including access to medical personnel and emergency exits, can mitigate liability in case of an incident.

STUDENTS HAVE A RIGHT TO PRIVACY REGARDING THEIR PERSONAL BELONGINGS, HOWEVER...

Conclusion

As students return to school, understanding and addressing these legal considerations is crucial for ensuring a safe and productive educational environment. From implementing robust safety policies and understanding sports injury liability to maintaining safe premises and protecting student privacy, schools and parents must work together to navigate these legal challenges. By staying informed and proactive, we can create a supportive and legally compliant atmosphere for all students.

Questions about this topic? Call Hart Law at 570-344-2626.



Student Privacy Rights

Student privacy is a critical concern in the digital age, with various laws in place to protect student information. Important considerations include:

- 1.FERPA Compliance: The Family Educational Rights and Privacy Act (FERPA) protects the privacy of student education records. Schools must obtain written consent from parents or eligible students before disclosing personally identifiable information.
- 2. Digital Privacy: With the increased use of technology in education, protecting student data online is paramount. Schools must ensure that digital platforms comply with privacy laws and that data is securely stored and transmitted.
- 3. Search and Seizure: Students have a right to privacy regarding their personal belongings. However, schools can conduct searches if there is reasonable suspicion of rule violations or illegal activities. Clear policies must be in place to balance student privacy with school safety. I was recently informed that some schools are actually doing away with locks on lockers. This is interesting as it eliminates the idea of private space for the students, but I can imagine that this "open door" policy could open the door to legal issues not necessarily for the school but for classmates' unwanted intrusions.



QUICK HIT LEGAL



Q&A



Do I need an attorney to review a residential real estate purchase agreement?

Yes. Even standardized contracts can include hidden contingencies—an attorney ensures clear title, proper contingencies (financing, inspections), and protects you from unexpected liability.



Can I refuse a roadside blood or breath test in Pennsylvania?

You can refuse, but under the implied-consent law you'll face an automatic PennDOT suspension (typically 12 months for a first refusal). Always weigh immediate refusal against the administrative penalties.





What factors does the court consider in child custody decisions?

The best-interest standard focuses on each parent's ability to meet the child's physical, emotional, and developmental needs, the child's existing bond with each parent, and any history of abuse or neglect.





How long do I have to file a breach-of-contract lawsuit?



What is the deadline to file a personal injury claim in PA?



Do I need a will if I own minimal assets?

In Pennsylvania, the statute of limitations for written contracts is four years from the date of breach; for oral contracts it's two years. Missing these deadlines generally bars recovery.

You have two years from the date of injury (or discovery) to file.
Acting promptly preserves evidence, witnesses, and maximizes your chance for full compensation.

Yes. A will lets you designate guardians for minor children, choose beneficiaries, and simplify estate administration—even modest estates benefit from clear instructions.



What's the typical timeline for probate and estate administration?



Simple estates often close in 6–12 months; complex estates (multiple assets, creditor claims) can take 12–18 months or longer. Efficient administration involves early inventory, creditor notice, and prompt distribution.

Questions?
Contact Hart Law for a personalized consultation in any practice area.
570-344-2626

Raising the Bar(letta): A Contractor's Journey into Hospitality

Navigating real estate, liquor licenses, and the leap into the restaurant world.

BY JOHN M. HART, III, ESQ. PHOTOGRAPHY BY YERALDI PACHECO-MIGUEL

When Ryan Barletta walked into my office and said he wanted to buy a bar, I did what I usually do when someone says that-I told him not to.

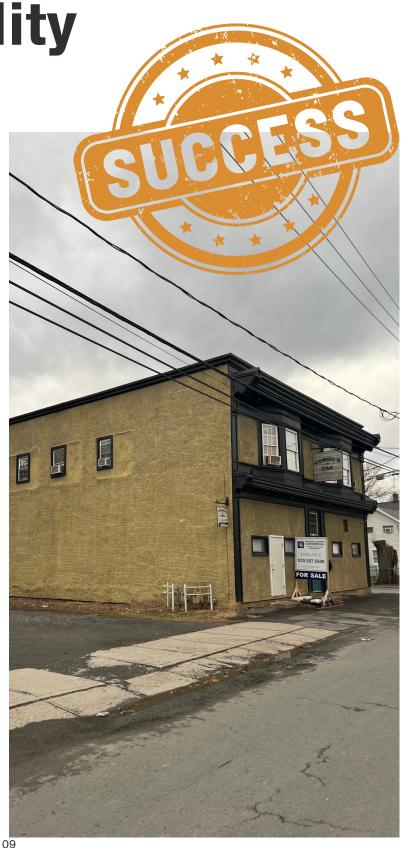
Bars are notoriously difficult businesses. They come and go faster than you can pour a pint, especially in Northeastern Pennsylvania. The ones that do survive often stick around not because of exceptional cuisine or ambiance, but because of nostalgia. Everyone has "their bar." Their corner stool. Their familiar bartender. And while we may not admit it, we're loyal to routine far more than we are to novelty.

But Ryan? Ryan Barletta is the exception to the rule.

I've had the privilege of representing Ryan over the years in a wide range of matters-real estate transactions, landlordtenant disputes, family law issues, even personal injury claims. Over time, he became more than a client—he became a close friend. And I say this without hesitation:

Ryan is one of the hardest-working people I've ever met.

He has a gift that few possess. He can walk past a crumbling, condemned structure that most would dismiss as a teardown, and immediately envision its potential. And he doesn't just dream-he acts. Quickly. I've seen him take properties that looked beyond hope and single-handedly turn them into beautiful homes that elevate entire neighborhoods. And I'm not just saying that. I've stood outside while neighbors have come out to thank him—to praise him-for turning blight into beauty. For raising their property values. For caring.





From left to right, Realtor Bob Connors, Ryan Barletta, Atty. Jeff Nepa and Atty. John Hart

But Ryan doesn't flip these homes and walk away. He keeps them. Maintains them. Rents them to tenants who are grateful to live in something built with pride and personal effort. That's just who he is. Loud, smiling, magnetic—and full of heart.

So when Ryan told me that owning a bar had been a lifelong dream, I stopped giving my typical speech. I knew this wouldn't be some short-lived venture. I knew he would do it the way he's done everything else in his life—with grit, passion, and all-in commitment.

He looked at a few locations before landing on The Elbow in North Scranton. And that's when the real work began—on my end.



"THAT'S JUST WHO HE IS. LOUD, SMILING, MAGNETIC— AND FULL OF HEART."



See, buying a bar isn't like buying a house or a storefront. In Pennsylvania, it's a layered legal transaction. When you buy a bar, you're actually buying three things at once:

- 1. The Real Property The physical structure, often needing extensive repair or renovation.
- 2. The Business Assets This includes furniture, kitchen equipment, signage, branding, and even the bar name (whether you plan to keep it or shut it down).
- 3. The Liquor License And this is where things get tricky.

Pennsylvania is unique when it comes to liquor licenses. They're not unlimited. Each county only has a fixed number, and they must be bought, sold, and transferred—often requiring public notice and municipal approval. You've probably seen one of those legal ads in the paper: "Application for transfer of liquor license pending before the PA Liquor Control Board..." That's what they're about.

Helping Ryan meant navigating all of this—drafting purchase agreements, handling contingencies, filing transfer petitions, and ensuring compliance with state and local law. There were moments of stress, some negotiations that took late-night calls, and a few curveballs along the way. But if anyone was built for the grind, it was Ryan Barletta.

Today, that dream he shared with me in my office has a name: Barletta's.

And it's a hit.

The moment the doors opened, it became what every neighborhood craves—a true corner bar. Familiar. Welcoming. Alive. Think Cheers, but with a NEPA flair. It's the kind of place where you walk in once and the next time, they remember your name.





One time, I stopped in to meet friends for happy hour on my birthday. The minute Ryan heard it was my birthday, he disappeared—only to return twenty minutes later with a birthday cake in hand, candles lit, and the whole bar singing to me. His kitchen wasn't even open yet—he ran out and picked the cake up at a store. That's just who he is.

We're proud to have played a part in helping Ryan turn another vision into reality. And as his friend, I couldn't be happier to see him doing what he loves, surrounded by people who love being there.

If you find yourself in North Scranton, swing by Barletta's. You'll see what I mean. Perhaps you'll even "meet me at Barlettas."

And if you've got a dream of your own that needs help getting off the ground—be smart. Call Hart. 570-344-2626



Ryan Barletta and the entire staff at Barletta's

SEE WHAT OUR TEAM IS UP TO IN SEPTEMBER

2025

September

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
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HART LAW'S BACK TO SCHOOL SWEEPSTAKES

FRIDAY SEPTEMBER 5, 2025

Kids are back in school, and the attorneys at Hart Law understand how disappointing that can feel. To brighten the mood, follow our social media for a chance to win an iPad for that special student in our inaugural Annual Back to School Sweepstakes!





Did you know?

Every year attorneys have to obtain Continuing Legal Education credits (CLEs). This September, Attorney Hart will be attending a seminar in Oklahaoma City, OK to hear from successful attorneys from around the nation who will provide insight in a variety of areas, including the use of the latest trends in technology, marketing, and practice management.

PSU TAILGATE AT HART LAW

SATURDAY SEPTEMBER 13, 2025

Hart Law is hosting a tailgate party in our parking lot for the Villanova vs. Penn State game on Saturday, September 13, with food and games starting at 3:00 p.m. before the 3:30 kickoff—where we'll be proudly rooting for the Nittany Lions as a few of our attorneys are proud Penn State graduates.



SCRANTON SCHOOL FOR THE DEAF & HARD OF HEARING CHILDREN GOLF OUTING

FRIDAY, SEPTEMBER 19, 2025

Hart Law has been cheering on the fantastic efforts at the Scranton School for the Deaf and Hard of Hearing Children for ages. Our crew can't wait to tee off at the School's annual golf extravaganza!



SEE WHAT OUR TEAM IS UP TO IN OCTOBER

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FALL FOLIAGE FLOAT WITH THE HART LAW TEAM

SATURDAY, OCTOBER 4, 2025

Join the Hart Law Team for a peaceful paddle down the Lackawanna River during one of the most scenic times of the year. The Fall Foliage Float is a chance to step away from your routine, breathe in the crisp autumn air, and take in the vibrant colors that make NEPA so special. Bring your kayak or canoe and experience the beauty of our local waterways in good company.



STEAMTOWN MARATHON HART LAW'S WATER STATION

SUNDAY, OCTOBER 12, 2025

Did you know Hart Law's very own Attorney Franceski has completed over 5 full marathons and countless other long distance races! He may not motor like he used to, but he's still there to support those that hit the pavement in the utmost test of endurance. Our team will be there to cheer the runners on and to do our part to keep them hydrated. Join us this October at our hydration station that we'll have set up near the Boulevard Diner in the Green Ridge Section of Scranton!



HART LAW'S TRUNK OR TREAT

SATURDAY, OCTOBER 18, 2025

Last year, Hart Law paired up with the Dunmorean to sponsor a Trunk or Treat at their main offices on Grove Street in Dunmore, PA. It was received with lines of children dressed in their favorite costumes. The Dunmore Fire Department along with numerous local businesses came to pass out candy as well. This year we look forward to expanding this annual event.



2025

November

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THE WARM HART DRIVE

FRIDAY, NOVEMBER 7, 2025

Join us for The Warm Hart Drive, a community initiative by Hart Law to support our neighbors facing the harsh Northeast PA winter without shelter. Drop off warm outerwear all day to help those facing the winter without shelter. Businesses can donate to help us purchase hygiene items for care packages. In the evening, swing by with the kids for hot chocolate and a campfire as we spread warmth and kindness throughout our community.



SCRANTON SANTA PARADE

SATURDAY, NOVEMBER 22, 2025

Last year, the team at Hart Law participated in the Santa Parade in Downtown Scranton and had an absolute blast handing out candy canes to the overwhelming crowds of children lining the streets. We also were jamming out with our boom box on the roof of our Hummer. Can't wait to do it again this year!



HART LAW TURKEY DINNER SWEEPSTAKES

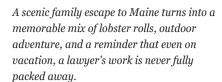
FRIDAY, NOVEMBER 21, 2025

Gobble gobble! Be sure to check out Hart Law's Facebook page for more information on how to have a chance to win a complete Thanksgiving Dinner with all of the fixings!



"From Courtroom to Coastline: A Legal Mind's Journey Through Maine"

BY JOHN M. HART, III, ESQ.
PHOTOGRAPHY: JOHN M. HART, III, ESQ.





There's nothing quite like Maine in summer—crisp coastal mornings, lobster rolls piled high, and the unmistakable scent of pine in the salty air. For our family, this year's trip to Maine was the perfect blend of outdoor adventure, quality time, and the kind of moments you don't forget.

We started our journey with one goal: unplug, unwind, and take in the natural beauty of Acadia National Park. At the summit of Cadillac Mountain, we were greeted not by sweeping views, but by a thick morning fog rolling through the pines. And yet, even without the distant vistas, the scene had its own kind of magic—a quiet, moody beauty that made us stop, breathe, and take it all in.



Though our camper offers the comforts of home on the road, I've always believed that **the best memories often come from getting back to basics.** So when we camped in wooded areas, I pitched a teepee tent for the boys and me and we slept under the stars, swapping screens for starlight and bedtime stories for firelight. It's in those quiet nighttime moments that fatherhood feels most present and powerful.



One highlight was our stop in Freeport, home to the LL Bean flagship store. But this is no ordinary retail visit. The sprawling campus hosts live music, outdoor yoga, seasonal events, and more—all centered around the beautiful lawn anchored by a statue of Leon Leonwood Bean himself. As we listened to a Fleetwood Mac cover band perform Landslide under the Maine twilight, it felt like a moment suspended in time.

Another unforgettable experience? Pedaling alongside my wife through scenic stretches of the coast. That ride also reminded me of a practical point I always preach—the importance of safety checks during travel. At a gas stop on our way home, I did a routine walk-around of our camper (something I always do), and thankfully so. I discovered that the bike rack had failed at a welded joint, and the bikes were leaning precariously against the camper. A few more miles, and it could have been a disaster—injuries, property damage, or worse. That check may have saved lives. A simple lesson: always walk around your setup, especially when towing or hauling gear.





As much as I love getting away from work to enjoy peace and tranquility with my family in the great outdoors, owning and managing a law firm doesn't always allow for a full digital detox. This year, Starlink came to the rescue—a blessing and a curse. It helped me appear in a last-minute emergency hearing via Zoom, thanks to a judge back home who graciously allowed the remote appearance. It also earned me big points with the boys, who could stream shows and use their iPads. But it's a double-edged sword—it made it easier to handle work remotely, but harder to disconnect and truly leave the stress behind.





Wart's Picks: Maine Edition



Red's is a must-stop. The line? Always long. But worth it. My son Jack and I waited nearly an hour—but thanks to their legendary hospitality (hello, complimentary ice pops!), he was a trooper. That lobster roll? Overflowing with meat, buttered to perfection, and easily one of the best you'll find in New England.

While the Bar Harbor strip has its charm, I prefer going off the beaten path. Nestled past a boatyard and overlooking a quiet bay, Abel's is where we head for peace, a cold blueberry beer, and what I consider the best lobster roll on the island.



♠ Legal Tip: Know Before You Tow (or Travel)

Whether you're hauling a camper or carrying personal protection, crossing state lines brings legal considerations. For example:

Towing laws vary state to state, especially in terms of speed limits and trailer brake requirements. Firearm laws are especially nuanced. If you're traveling with a firearm—even for protection while camping—it's crucial to check each state's regulations.

In Maine, folks are serious about their wildlife.
"Maniacs" (what Mainers proudly call themselves)
do not take kindly to jokes about harming moose.



That said, do your research—reciprocity laws, transportation rules, and permit requirements differ widely.



Above: Attorney Hart with his wife Hannah. To the Right: Attorney Hart with his oldest son Jack Hart.

SHARE YOUR FAVORITE MAINE SPOTS WITH US ON FACEBOOK





Wrapping It Up

This trip was more than just a getaway. It was a reminder of the things that matter—family, nature, good food, and preparedness. Whether you're camping in Acadia, kayaking the Lackawanna River, or grabbing coffee downtown, get outside, stay alert, and make memories.

From our family to yours, wishing you a safe and adventurous fall.



Don't Wait for the Bus: Why Late Winter Is the Smartest Time to File for Custody Modifications

BY ALEXANDER TULANEY, ESQ.

A practical overview by Attorney
Alexander Tulaney on initiating timely
custody modifications to keep your
family's best interests on track.



As family law attorneys, we see the same pattern every year—parents wait until summertime to start the process of modifying their custody schedules before school begins. And every year, they receive the same unfortunate news: it's likely too late to get in front of a judge before the first school bell rings.

If you're considering a change to your custody arrangement—especially one related to your child's school routine—the best time to act is late winter or early spring. Why? Because the courts have a backlog of custody cases and securing a hearing in counties like Lackawanna or Luzerne can take several months or more.

WHY DO PARENTS FILE AROUND SCHOOL TIME?



We get it—fall is when cracks in a custody arrangement often show up. A child's academic needs might be changing. A new school year can mean a new schedule, longer commutes, or new extracurricular demands. And when those stressors pile up, parents understandably want solutions fast.

But unfortunately, the timing doesn't always work in your favor. Courts in Northeastern Pennsylvania are often overwhelmed with family law cases during the summer and early fall. If you wait until July or August to file a petition, it's unlikely you'll have a hearing—or a new court order—in place before the school year starts.



Even when both parents agree that changes are needed, modifying custody arrangements take time. Drafting such an agreement or negotiations regarding specific terms can be time consuming. You may need to iron out how modification affects school schedules, transportation and each parent's schedules.

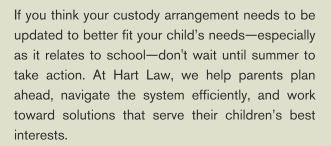
And if the other parent doesn't agree with the proposed changes? Things can get contested quickly—and that means even more delay. You will be required to attend a custody concilliation conference or mediation before a formal hearing is even scheduled.





What You Can Do Now

- Assess your current custody order: Is it still working? Is it best for your child now?
- Look ahead to the next school year: Will your child change schools, start kindergarten, or begin more intense activities?
- Schedule a legal consultation early: Don't wait until the situation is urgent. Be proactive.



Custody modifications are about giving your child the structure and support they need to thrive. That starts with filing at the right time—and that time is now.

Questions about this topic? Call Hart Law at 570-344-2626. Ask for Alex!



Ink Over Impulse: Safeguarding Your Real Estate Purchase in Black and White

BY JEFFREY W. NEPA, ESQ PHOTOGRAPHY: JOHN M. HART, III, ESQ. Ensuring every term of your real estate transaction—from FSBO deals to rent-to-own arrangements—is captured in a clear, attorney-reviewed written agreement is the best way to protect your interests and avoid costly disputes.



Entering into a real estate sale agreement is one of the most significant financial decisions my clients will ever make. Over the years, I've seen too many "for sale by owner" (FSBO) deals and rent-to-own arrangements go awry simply because critical terms were never properly documented. In my practice, I always stress that a clear, comprehensive written contract—carefully reviewed by counsel—is the single best way to protect your interests and prevent disputes down the road.

In this article, I'll explain:

- Why the Statute of Frauds makes writing essential
- 2. The hidden dangers of FSBO transactions
- 3. What to watch for in rent-to-own contracts
- 4. The must-have provisions in every purchase agreement
- 5. How legal review adds value
- 6. My practical tips for buyers and sellers

AN EMAIL, TEXT OR HANDSHAKE DOESN'T CUT





1. Why Writing Is Non-Negotiable

Under Pennsylvania law (68 Pa. C.S. § 2501), any agreement for the sale of real estate—or an interest in real estate—must be in writing and signed to be enforceable. I can't tell you how many times I've had clients show me a series of emails or even a handshake agreement, hoping it will hold up in court. Unfortunately, without a signed document, it won't.

- Clarity and Certainty: A written contract lays out exactly who does what, when, and how much.
- Parol Evidence Protection: Once terms are in writing, neither party can later introduce oral statements that contradict the signed agreement.

Whenever I draft or review a purchase agreement, I make sure every material obligation, contingency, and remedy is spelled out in black and white.

2. FSBO Transactions: Saving Fees at What Cost?

FSBO deals can look appealing—you avoid commission fees and negotiate directly with the other party. But in my experience, those perceived savings often disappear when problems arise.

- Missing Disclosures: Sellers who aren't represented may overlook mandatory disclosures, leading to liability.
- Ambiguous Terms: Hand-written notes or casual emails rarely cover all the essentials—fixtures, closing costs, or deadlines—so disputes flare up at closing.
- Title and Survey Issues: Buyers who skip professional oversight may inherit liens, easements, or covenant restrictions they didn't know existed.

I always tell FSBO clients: "You might think you're saving a few thousand dollars now, but an undisclosed defect or title cloud can end up costing you far more—and put your deal in jeopardy."

3. Rent-to-Own: Proceed with Caution

I've also reviewed countless rent-to-own contracts, and many of them set tenants up for failure.

- Low Rent Credit Rates: A tiny portion of monthly rent goes toward the purchase price, effectively creating a high-interest loan without clear disclosure.
- Uncertain Future Price: Some agreements leave the eventual sale price vague or tie it to market fluctuations, creating unpleasant surprises.
- Strict Default Clauses: Missing a single rent payment can trigger eviction and erase years of accumulated credits.

If you're considering a lease-purchase path, make sure the agreement clearly states how rent credits are calculated, fixes the purchase price in advance, and spells out maintenance duties and default consequences. Never sign without an attorney's review.



4. Essential Provisions in Every Agreement

Whether you're buying an urban townhouse or acreage in the country, these core clauses must appear in your written contract:

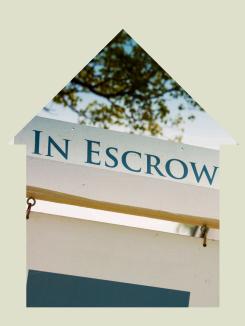
- Purchase Price & Deposit: The exact sale price, earnest money amount, and timing of payment.
- Financing Contingency: Deadlines for mortgage approval, maximum interest rate caps, and fallback options if financing falls through.
- 3. **Fixtures & Exclusions:** A detailed inventory of which appliances, fixtures, or other personal property stay with the home.
- 4. **Closing Date & Location:** A specific or windowed closing date, plus the agreed-upon venue for signature.
- 5. <u>Title & Survey:</u> Seller's obligation to deliver clear, marketable title and buyer's right to object to title or survey issues within a set timeframe.
- 6. Inspections & Disclosures: Defined inspection periods (home, pest, radon, etc.) and compliance with Pennsylvania's disclosure statutes.
- 7. **Prorations & Costs:** Who pays which transfer taxes, recording fees, and how property taxes or HOA dues will be prorated.
- 8. **<u>Default Remedies:</u>** Whether earnest money serves as liquidated damages or if specific performance is available.
- Attorney Review Clause: A short window (often five business days) for both parties' counsel to review and void the contract if necessary.

5. Why You Need Legal Review

Even the most polished form contracts can miss critical issues. Here's what I bring to the table:

- Customization: I adapt contingencies, disclosures, and obligations to your specific property and market conditions.
- Risk Allocation: I ensure neither side is left bearing all the risk—whether it's indemnifications for post-closing claims or clarifying maintenance responsibilities.
- Peace of Mind: I spot hidden traps—automatic renewals, arbitration mandates, or unfavorable warranty disclaimers—and negotiate fairer terms.

Skipping attorney review might save a few hundred dollars now, but I've seen clients face litigation or title disputes that cost tens of thousands more.





"I never let a single 'standard form' clause stand unchallenged— each transaction has its own quirks that demand tailored language."



6. Practical Tips for Success

To make sure your transaction stays on track:

- Document Early: Put even your initial offer in writing with clear dates, price, and contingencies.
- Never Rely on Email Alone: Emails don't satisfy the Statute of Frauds and can be contradicted by signed documents.
- Reserve Attorney Review: Always include a clause giving both parties time for legal approval.
- Fill Every Blank: Don't leave spaces for post-signing tweaks—get it right the first time.
- Use Professional Escrow: Deposit earnest money with a title company or reputable escrow agent.
- Track All Paperwork: Keep a dedicated folder of offers, disclosures, addenda, and inspection reports.
- Plan Post-Closing Duties: Confirm who handles final meter readings, HOA notices, and transfer recordings.

In Closing

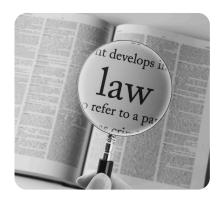
Real estate deals are complex, high-stakes transactions. Whether you're navigating an FSBO sale or exploring a rent-to-own option, the best protection is a written, attorney-reviewed agreement. If you're ready to buy or sell and want to ensure your deal is airtight, reach out to me—Jeff Nepa—at Hart Law for a consultation. Because in real estate, there really is no substitute for getting it in writing.

Questions about this topic? Call Hart Law at 570-344-2626.

CASE LAW IN A NUTSHELL

SECOND-OFFENSE DUIS





Hart Law Success Story

Our client's only prior DUI was a 2015 ARD. Citing Shifflett, we secured first-offender sentencing—probation instead of jail and a six-month court suspension. PennDOT moved forward with a 12-month administrative suspension, but we advised the client on filing for early ignition interlock eligibility after serving half that term (six months). Upon approval, they'll regain limited driving privileges under IID monitoring.

Quick Takeaways

- ARD # Conviction (Criminal): Chichkin and Shifflett bar ARD from triggering enhanced sentences without new guilt findings.
- First-Offender Benefits: Eligible for probation and shorter court suspensions.
- PennDOT Suspension Stands: ARD still counts for a one-year administrative revocation.
- Ignition Interlock Option: After serving half the suspension, petition for early IID installation to restore limited driving.
- Dual-Track Defense: Address criminal sentencing and PennDOT requirements concurrently.

Commonwealth v. Chichkin (Pa. Super. 2020)

The Superior Court held that ARD participation—even with a guilty plea—does not amount to a "conviction" under 75 Pa.C.S. § 3806. As a result, drivers whose only prior DUI was closed via ARD cannot be sentenced as repeat offenders without a new finding of guilt.

Commonwealth v. Shifflett (Pa. Sup. May 30, 2025)

The Pennsylvania Supreme Court confirmed that, because ARD lacks the procedural safeguards of a true conviction (jury trial, proof beyond a reasonable doubt), it cannot trigger mandatory minimums or enhanced jail terms on a subsequent DUI. ARD graduates now receive first-offender treatment—probation, treatment programs, and shorter court-imposed suspensions.

H.E. Ferguson v. PennDOT (Pa. Commw. Ct. July 22, 2025)

For administrative suspensions, PennDOT's definition of "prior offense" still includes ARD. Even when Shifflett grants first-offender status, PennDOT imposes a one-year license suspension under §3804(e)(2)(i).





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