

ZONING APPROVAL CONTINGENCY ADDENDUM TO AGREEMENT OF SALE

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

1 **PROPERTY**

2 **SELLER**

3 **BUYER**

4 **DATE OF AGREEMENT** _____

5
6
7

8 **VERIFICATION OF ZONING FOR PROPOSED USE CONTINGENCY**

- 9
- 10 1. **Contingency Period:** _____ days (15 days if not specified) from the Execution Date of the Agreement of Sale.
- 11 **Within the Contingency Period,** Buyer, at Buyer's expense, may verify that Buyer's proposed use of the Property as
- 12 _____ is permitted under the current zoning classification
- 13 for the Property and is not prohibited by any other governmental land use restrictions.
- 14 2. If Buyer's proposed use of the Property is not permitted, Buyer will, within the Contingency Period, notify Seller in writing
- 15 that the proposed use of the Property is not permitted, and Buyer will:
- 16 (A) Accept the Property and agree to the terms of the RELEASE paragraph of the Agreement of Sale, OR
- 17 (B) Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the
- 18 terms of the Agreement of Sale.
- 19 (C) Enter into a mutually acceptable written agreement with Seller.
- 20 **If Buyer and Seller do not reach a written agreement during the Contingency Period and Buyer does not terminate**
- 21 **the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree to**
- 22 **the RELEASE paragraph of the Agreement of Sale.**

23 **CHANGE OF ZONING/MUNICIPAL APPROVAL FOR PROPOSED USE CONTINGENCY**

- 24
- 25 1. Within _____ DAYS of the Execution Date of the Agreement of Sale (15 days if not specified), Buyer will make a formal
- 26 written application for zoning approval, variance, non-conforming use, or special exception from _____
- 27 _____ (municipality) to use the Property as _____
- 28 _____ (proposed use). Buyer will pay for applications, legal representation,
- 29 and any other costs associated with the application and approval process.
- 30
- 31 2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.
- 32
- 33 3. If final, unappealable approval is not obtained by _____, Buyer will:
- 34 (A) Accept the Property with the current zoning and agree to the terms of the RELEASE paragraph of the Agreement of Sale, OR
- 35 (B) Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the
- 36 terms of the Agreement of Sale, OR
- 37 (C) Enter into a mutually acceptable written agreement with Seller.
- 38 **If Buyer and Seller do not reach a written agreement before the time specified in paragraph 3, and Buyer does not**
- 39 **terminate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and**
- 40 **agree to the terms of the RELEASE paragraph of the Agreement of Sale.**

41 All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.

42 **WITNESS** _____ **BUYER** _____ **DATE** _____

43 **WITNESS** _____ **BUYER** _____ **DATE** _____

PREPARED BY: Jess Rahn, staff

Zoning Approval Contingency Addendum To Agreement Of Sale, 09/05. Pennsylvania Association of REALTORS®

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WITNESS _____ SELLER _____ DATE _____

WITNESS _____ SELLER _____ DATE _____

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Buyer(s) _____