

ZONING APPROVAL CONTINGENCY ADDENDUM TO AGREEMENT OF SALE

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:** _____

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

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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 that the
15 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 terms of
18 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 the**
21 **Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE**
22 **paragraph of the Agreement of Sale.**

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

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

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

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50 **WITNESS** _____ **BUYER** _____ **DATE** _____
51 **WITNESS** _____ **BUYER** _____ **DATE** _____
52 **WITNESS** _____ **BUYER** _____ **DATE** _____
53 **WITNESS** _____ **SELLER** _____ **DATE** _____
54 **WITNESS** _____ **SELLER** _____ **DATE** _____
55 **WITNESS** _____ **SELLER** _____ **DATE** _____
56 **WITNESS** _____ **SELLER** _____ **DATE** _____