

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT made this \_\_\_\_\_, day of \_\_\_\_\_, 202\_ by and between AMITY TOWNSHIP, Berks County, Pennsylvania with offices located at 2004 Weavertown Road, Douglassville, PA 19518 (hereinafter referred to as "Township") and, \_\_\_\_\_, with offices located at \_\_\_\_\_, Pennsylvania, (hereinafter referred to as "Developer").

**WITNESSETH;**

**WHEREAS**, Developer is the legal or equitable owner of certain real estate located at \_\_\_\_\_, Amity Township, Berks County Pennsylvania and commonly referred to as the site of the \_\_\_\_\_ ("Premises").

**WHEREAS**, Developer has requested Township to informally review a sketch plan, preliminary plan or other land development or subdivision plans for the Premises so Developer will be able to receive initial feedback from the Township on the viability of the proposed project from a Zoning Ordinance and Subdivision and Land Development Ordinance perspective; and

**WHEREAS**, Developer desires to present plans to the township for the proposed development of the Premises; and

**WHEREAS**, Developer now requests that Township have its code officer, engineering and legal consultants review said plans for the Township and provide an initial preliminary review; and

**WHEREAS**, Township has authorized such legal and other consultant services upon execution of this Agreement by Developer, and the deposit of the required funds as hereinafter set forth to do a preliminary review of the plans submitted by Developer.

**NOW, THEREFORE**, the parties agree as follows:

1. Township, in the exercise of its responsibilities, shall call upon the services of outside consultants for engineering, legal services, and such other consulting services as it may deem necessary to properly review Developer's proposals, all of which shall be paid for by Developer.

2. Township hereby authorizes its engineering and legal consultants (hereinafter "Consultants") to review the Developer's plans and to provide general comments on the proposed plan. Any comments provided during the initial review may not be exhaustive and both consultants reserve the right to add, subtract and amend any comments both substantively and procedurally. Consultants specifically advise that Zoning Ordinance or Subdivision and Land Development Ordinance issues may be present that are not identified in the initial comments.

3. Developer agrees to pay reasonable fees for the Consultants reviewing and commenting on the plans. All charges and fees shall be paid by the Developer.

4. Developer further agrees that this agreement and the Consultants' work authorized by it shall in no way be constructed as providing any approvals of the plan or of any construction of improvements prior to Developer receiving all required Township, County, State and Federal approvals and/or permits and execution of Construction and Escrow Agreements with the Township.

5. Developer may, at any time, give written notice to the Township that it does not desire to proceed with the work, and upon receipt of such notice by the Township, the Developer shall only be liable to the Township for its costs and expenses incurred up to and including the date and time of Township's receipt of the notice.

6. Developer and Township acknowledge that this document represents the full understanding between them, shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania and will be honored by both of them, each of whom agree to be legally bound by its terms.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the parties have caused their signatures to be affixed and have affixed their hands and seals hereto the day and year first above written.

AMITY TOWNSHIP

By: Troy S. Bingaman  
Township Manager

ATTEST/WITNESS:

\_\_\_\_\_

LAND OWNER/DESIGNATED REP.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_