



Chester Economic Development Authority

1 Fourth Street, 1st Floor – P.O. Box 407
Chester, PA 19016-0407

Tel. (610) 447-7850 – Fax (610) 447-7856
TTD (800) 654-5984 (AT&T Relay Center)

Letter to Realtor

To Whom It May Concern:

_____ has/have successfully completed the **Homebuyers Assistance Program's** pre-purchase counseling course offered by the Chester Community Improvement Project. The Chester Economic Development Authority (CEDA) intends to provide **up to \$10,000.00** of financial assistance towards the closing costs to enable the purchase of a first home. Homes purchased must be affordable and can be a new or existing, single-family property (vacant, unless the purchaser is a tenant in the property and/or the property is owner occupied and will become vacant immediately after settlement/closing), located in the City of Chester.

THE FOLLOWING ITEMS MUST BE INCLUDED IN ANY AGREEMENT OF SALE IN ORDER FOR THE CLIENT TO RECEIVE THIS ASSISTANCE:

1. PROPERTY INSPECTION CONTINGENCY

The following example incorporates CEDA's requirements into a standard home inspection addendum. If you are using a different format, please make certain that all information in bold italics is included in the addendum.

Within ten (10) days of the execution of the Agreement of Sale, ***Buyer has the right, at Buyer's expense, to have the following inspections/certifications completed by a home inspection service in accordance with Pennsylvania Act 114 - Home Inspector Compliance Statement:***

- ✓ **General Property Inspection to obtain a City of Chester Certificate of Occupancy.**
- ✓ **Inspection of property based on the Department of Housing and Urban Development's Housing Quality Standards.**

Seller agrees that all items which fail the above inspections shall be corrected prior to settlement; otherwise the Agreement of Sale is NULL and VOID, and all deposit money will be returned to Buyer.

2. FUNDING CONTINGENCY

Please add this to the special clause section of the Agreement of Sale:

"This Agreement of Sale is contingent upon the Buyer receiving financial assistance from the Chester Economic Development Authority."

3. MORTGAGE CONTINGENCY

The Agreement of Sale is contingent upon the Buyer obtaining a mortgage at or below market interest rate with no more than three (3) points charged by the lender.

4. TIME CONTINGENCY

The Agreement of Sale allows a minimum of sixty (60) days from the date of the Agreement to the date of settlement.

5. LEAD TEST CONTINGENCY

Only applicable if the house to be purchased was constructed prior to 1978 and a child under the age of seven (7) with identified elevated blood lead levels is a buyer's household member.

"Within ten (10) days of the execution of the Agreement of Sale, Buyer has the right to have an X-ray fluorescence (XRF) lead paint test performed by a professional contractor certified in performing such test. All interior and exterior areas with greater than 1.0mg/cm² lead content shall be abated at Seller's expense; otherwise this Agreement of Sale is NULL and VOID, and all deposit money will be returned to Buyer."

6. SETTLEMENTS

All settlements must occur in CEDA's office at Chester City Hall, One Fourth Street, Chester, PA 19013. Real Estate agents are encouraged to arrange settlements at the beginning or middle of the month to avoid scheduling difficulties at the end of the month.

7. NOTICE TO SELLER

Attached is the Notice to Seller. This document must be signed and returned to CEDA one week prior to settlement.

All Agreements of Sale must be submitted to the Chester Community Improvement Project (CCIP) for review to ensure that the above-listed contingencies are included in form and substance. You may fax the Agreement to our office at (610)876-3449 or email to ldouglas.ccip@gmail.com. Responses to submissions will occur within a forty-eight (48) hour time period.

Please feel free to contact Lisa Gaffney at 610-447-7861 if you have any questions regarding CEDA's Homebuyers Assistance Program.

Sincerely,

JoAnn Ruark
Director of Community Development

THIS LETTER DOES NOT CONSTITUTE A BINDING COMMITMENT BY THE CHESTER ECONOMIC DEVELOPMENT AUTHORITY TO PROVIDE FINANCING. EXPRESSES CEDA'S INTENT TO PROVIDE ASSISTANCE IF SUCH FUNDS ARE AVAILABLE AND THE CLIENT MEETS ALL PROGRAM REQUIRE



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NOTICE TO SELLER REGARDING THE UNIFORM RELOCATION ACT RELOCATION ASSISTANCE

This Notice will serve to advise the Seller of a property being considered for purchase by a Buyer who is obtaining Federal financial assistance through the City of Chester's **Homebuyer Assistance Program** of the following:

1. **The Buyer does not have the power of eminent domain** and, therefore, will not acquire the property if negotiations fail to result in an amicable agreement.
2. **The Seller does not qualify for the Uniform Relocation Act (U.R.A.) Relocation Assistance**, even if the Seller is the owner-occupant of the property.
3. **The property can not be tenant occupied unless the tenant is the Buyer of the property.** The property can be owner occupied, tenant purchaser occupied, or vacant.
4. The fair market value of the property must be known as determined by an appraisal of the property. The Buyer is permitted to negotiate a sale price below fair market value.
5. The Buyer must consult with Chester Economic Development Authority, or its authorized representative, prior to executing a purchase contract to ensure that the above disclosures have been made in a timely manner and that the property has been appraised. The property will be inspected by a qualified Home Inspector for Housing Quality Standards before loan approval by the bank.
6. If the Seller executes an option or contract of sale before he/she is informed of the property's fair market value and the fair market value is more than the option/contract price, the Seller must be provided the opportunity to withdraw from the option or contract after appropriate disclosures (listed above and including an appraisal) have been made.

Received by

Seller

Date

Seller

Date