

**Northwest Montana Association of REALTORS®**  
**Whitefish Jurisdiction & Critical Areas Ordinance**  
**ADDENDUM TO BUY/SELL**  
**- PROPERTIES WITHIN 2-MILE RADIUS OF WHITEFISH CITY LIMITS -**

In reference to the \_\_\_\_\_ Agreement between  
\_\_\_\_\_ (Seller(s)) and \_\_\_\_\_  
\_\_\_\_\_ (Buyer(s), (collectively “Parties”)), dated \_\_\_\_\_, covering the following  
commonly described property as \_\_\_\_\_ and legally described  
as: \_\_\_\_\_  
\_\_\_\_\_

**DISPUTED JURISDICTION OVER 2-MILE RADIUS OUTSIDE CITY LIMITS:** The City of Whitefish and Flathead County dispute which governmental entity has jurisdiction over the 2-mile area that lies outside of the Whitefish City limits, commonly referred to as the “donut area.” As a result, what governmental entity has jurisdiction over the 2-mile area outside of the City limits is unknown.

By signing below, the Parties acknowledge and agree to the following:

- (1) the Brokerage Firms, brokers and salespersons involved in the transaction anticipated by the Agreement set forth above do not warrant or make any representations concerning the jurisdiction of the City of Whitefish, Montana, or of Flathead County, Montana, over the real property identified above;
- (2) Seller and Buyer have been advised by the Broker/salesperson to conduct their own independent investigation and evaluation as to what governmental entity may have authority to regulate or control the real property; and
- (3) zoning, ordinances and regulations, of any kind and imposed by any entity, concerning the real property MAY or MAY NOT be valid.

**REQUIRED REVIEW BY WHITEFISH PLANNING & BUILDING DEPT.:** Sellers and Buyers of property MUST have the property reviewed by the City of Whitefish Planning and Building Department to determine the property’s potential use(s).

By signing below, the Parties acknowledge and agree to the following:

- (1) based on the City’s determination of the property’s potential use, the property’s value may be affected significantly;
- (2) that without such City review, the Parties’ Broker(s)/Salesperson(s) cannot provide an accurate opinion of the property’s value, and the Parties agree to not rely upon any opinion of value rendered by said Broker(s) /Salesperson(s);
- (3) Seller and Buyer shall conduct their own independent review of the applicable City zoning regulations and City ordinances relating to property use (including but not limited to Ordinance Nos. 06-08 and 08-04) and do not rely on any representations by the Broker(s)/Salesperson(s) concerning potential uses of the property; and
- (4) should Seller sell and Buyer buy the property without obtaining a review by the City, the Parties do so at their own risk and each assumes all responsibility, liability and risk which may arise from the listing or sale of this property relative to the price or the potential uses of the property.

Seller: \_\_\_\_\_ Dated \_\_\_\_\_  
Seller: \_\_\_\_\_ Dated \_\_\_\_\_

Buyer: \_\_\_\_\_ Dated \_\_\_\_\_  
Buyer: \_\_\_\_\_ Dated \_\_\_\_\_

Seller’s agent: \_\_\_\_\_ Dated \_\_\_\_\_

Buyer’s agent: \_\_\_\_\_ Dated \_\_\_\_\_