

ADDENDUM# _____
CONTINGENT UPON
CLOSE OF BUYER'S
PROPERTY

IN THE EVENT ANY PROVISIONS OF THIS ADDENDUM CONFLICT IN WHOLE OR IN ANY PART WITH THE TERMS OF THE PURCHASE AGREEMENT, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

This Addendum is hereby attached, incorporated into, and made part of that certain Purchase Agreement ("Agreement")

dated: _____

regarding the property at: _____

between _____ SELLER(s)

and _____ BUYER(s).

Subject to the terms, conditions, disclosures, and other addendums contained or referenced herein, the undersigned execute this Addendum as follows:

1. **CONTINGENCY:** The obligation of Buyer to Close under the terms of the Agreement is contingent upon Buyer's Closing of the Sale of certain real property owned by Buyer and located at: _____ and/or being legally described in an attached Exhibit "A" to this Addendum ("Buyer's Property"). As of the Effective Date of the Agreement, Buyer's Property is is not presently for sale with _____ (name and license number of listing Broker) on the Multiple Listing Service, and Buyer has has not entered into a Purchase Agreement for the Sale of Buyer's Property. Upon the closing of the sale of Buyer's Property, Buyer shall deliver written notice thereof, thereby terminating this contingency.
2. **WAIVER OF CONTINGENCY:** At any time prior to the Closing Date set forth in the Agreement, Buyer may waive the Contingency created hereby. Such waiver must be in writing and delivered to Seller prior to any termination of the Agreement. If Buyer waives this Contingency and thereafter Seller is prepared to close and Buyer fails to close as a result of Buyer's failure to close on the sale of Buyer's Property, then Seller shall have all rights provided for in the Agreement as a result of the default by Buyer including the right to retain all Earnest Money and pursue all equitable and legal remedies allowed.
3. **CONTRACT FOR SALE OF BUYER'S PROPERTY:** The closing of the Sale of Buyer's Property must occur on or before _____. If Buyer does not close on the sale of Buyer's Property, through no fault of Buyer, by said date, then the Agreement shall terminate, and the Buyer shall be entitled to a refund of all Earnest Money.
4. **CONTINUED MARKETING:** Seller shall have the right to continue to market Property for sale. If Seller enters into a Back-up Agreement, Seller shall deliver to Buyer written notice of such Back-up Agreement within twenty-four (24) hours. Then Buyer shall have a period of _____ hours after receipt of such notice to respond in one of the following ways:
 - A. Deliver to Seller an Addendum to the Purchase Agreement containing an unconditional written waiver of this Contingency.
 - B. Terminate the Agreement and Buyer shall be entitled to receive a refund of all Earnest Money; or
 - C. Fail to respond within the time allowed, in which case the Agreement shall be deemed terminated and Buyer shall be entitled to a refund of all Earnest Money.
5. **ADDITIONAL TERMS:** _____

BUYER _____ (PRINT) _____ DATE: _____, 20____

BUYER _____ (PRINT) _____ DATE: _____, 20____

SELLER _____ (PRINT) _____ DATE: _____, 20____

SELLER _____ (PRINT) _____ DATE: _____, 20____