## ADDITIONAL CLAUSE ADDENDUM

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	1. Seller: SAMPLE		
	2. Buyer: \$ A M P L E		
	3. Premises Address: <u>SAMPLE</u>		
	4. Date:		
5. 6. 7. 8.	The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises if marked by an "X" and initialed by Buyer and Seller. All terms and conditions of the Contract are hereby included herein and delivery of all notices and documentation shall be deemed delivered and received when sent as required by Section 8m of the Contract.		
9. 10. 11. 12. 13. 14. 15. 16.	<ul> <li>acknowledges that Seller is currently obligated by a prior contract to sell the Premises to another buyer. This is a back-up Contract contingent upon cancellation of the prior contract. Seller retains the right to amend, extend, or modi- fy the prior contract. Upon cancellation of the prior contract, Seller shall promptly deliver written notice to Buyer.</li> <li>Upon Buyer's receipt of written notice of cancellation of the prior contract, Broker named in Section 8r shall open escrow and Buyer shall deposit any required earnest money. The date of Seller's written notice to Buyer shall be deemed the date of Contract acceptance for purposes of all applicable Contract time periods. Buyer may cancel this backup Contract any time prior to receipt of Seller's notice of cancellation of prior contract.</li> </ul>		
17.	(BUYER'S AND SELLER'S INITIALS REQUIRED) SAME UYER / SELLER'S BUYER / SELLER'S BUYER		
18. 19. 20. 21.	or days of acceptance of this Contract obtain the signature of the absent buyer spouse this Contract or deliver a disclaimer deed to Escrow Company that eliminates the need for the a	e or co-buyer on bsent signature.	
22. 23. 24.	is contingent upon corporate approval. Buyer agrees to cooperate with Seller in providing addition	onal disclosures	
25.	(BUYER'S AND SELLER'S INITIALS REQUIRED)S A M P L E /S		
26. 27. 28.	to close escrow as agreed.	ailability of funds	
29.	(BUYER'S AND SELLER'S INITIALS REQUIRED) SAM /PLE / S BUYER BUYER / SELLE	A MY PLE SELLER	
30. 31. 32. 33.	Seller's breach of contract. Buyer acknowledges that Buyer's earnest money shall be non-refund Premises fails to appraise for the sales price or the loan contingency is unfulfilled.	s to close due to dable even if the	
34.	(BUYER'S AND SELLER'S INITIALS REQUIRED) SAM/PLE / SAU	AM/PLE R SELLER	
35. 36. 37. 38.	WAIVER OF APPRAISAL: Buyer agrees to waive the appraisal contingency pursuant to Se event that the Premises fails to appraise for at least the sales price, Buyer agrees that Buyer's dow be increased in an amount equal to the difference between the appraised value and the purchas	ction 2m. In the vn payment shall e price.	
	BUYER BUYER SELLE	R SELLER	
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39. 40. 41. 42.	SURVEY: A survey shall be performed by a licensed surveyor within days after Contract acceptant Cost of the survey shall be paid by Seller Buyer Other: The survey shall be performed in accordance with the Arizona State Board of Technical Registration's "Arizona Boundary Survey Minimum Standards."
43. 44.	Survey instructions are: A boundary survey and survey plat showing the corners either verified or monumentation.
45. 46. 47. 48. 49.	A survey certified by a licensed surveyor, acceptable to Buyer and the Title Company, in sufficient detail for an American Land Title Association ("ALTA") Owner's Policy of Title Insurance with boundary, encroachment or survey exceptions and showing all improvements, utility lines and easements on the Property or within five (5) feet thereof.
50.	Other survey terms:
51.	
52.	
53.	
54.	Buyer shall have five (5) days after receipt of results of survey or map to provide notice of disapproval to the Se
55.	(BUYER'S AND SELLER'S INITIALS REQUIRED) SAM 7 LE BUYER BUYER / SAM 7 LE SELLER SELLER
56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72.	<ul> <li>TAX-DEFERRED EXCHANGE: Seller Buyer intend to enter into a tax-deferred exchange pursuant I.R.C. §1031 or otherwise. All additional costs in connection with any such tax-deferred exchange shall be boby the party requesting the exchange. The non-requesting party agrees to cooperate in the tax-deferred exchange provided that the non-requesting party incurs no additional costs and COE is not delayed. The parties are advise to consult a professional tax advisor regarding the advisability of any such exchange. The non-requesting party a Broker(s) shall be indemnified and held harmless from any liability that may arise from participation in the tradeferred exchange.</li> <li>(BUYER'S AND SELLER'S INITIALS REQUIRED) SALVER / SELLER / SELLE</li></ul>
	he undersigned agrees to the modified or additional terms and conditions contained herein and acknowledge opy hereof.
75.	SAMPLE     SAMPLE       BUYER'S SIGNATURE     MO/DA/YR     A BUYER'S SIGNATURE     MO/DA/YR
76.	SAMPLE     SAMPLE       SELLER'S SIGNATURE     MO/DA/YR   A SELLER'S SIGNATURE MO/DA/YR
	For Broker Use Only: Brokerage File/Log No Manager's Initials A M P L Broker's Initials A M P L Date