

SHORT SALE ADDENDUM TO THE COMMERCIAL PURCHASE CONTRACT



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- 1. Seller: _____ **SAMPLE**
- 2. Buyer: _____ **SAMPLE**
- 3. Property Address: _____ **SAMPLE**
- 4. Date: _____

5. The following additional terms and conditions are hereby included as part of the Contract between Seller and Buyer for the above referenced Property.

6. **CONTINGENT UPON ACCEPTABLE SHORT SALE AGREEMENT**

- 8. Buyer and Seller acknowledge that there is more debt owing against the Property than the purchase price. Therefore, this Contract is contingent upon an agreement between the Seller and Seller's creditor(s), acceptable to both, to sell the Property for less than the loan amount(s) ("short sale"). Buyer and Seller acknowledge that it may take weeks or months to obtain creditor(s) approval of a short sale.
- 11. Nothing shall limit a Seller from accepting subsequent offers from subsequent buyer(s) and submitting the back-up contract(s) to Seller's creditor(s) for consideration. All parties understand and agree that Seller's creditor(s) may elect to allow the Seller to sell the Property only to the holder of the Contract with terms and conditions most acceptable to creditor(s).

15. **DOCUMENTATION TO CREDITOR(S)**

- 16. Seller shall submit to creditor(s) a copy of this Contract, including this and other Addenda, and any other documentation required by the creditor(s) for approval of this sale within five (5) days after Contract acceptance. Seller agrees to diligently work to obtain short sale approval and will promptly provide the creditor(s) with all additional documentation required, including an appraisal, at Seller's expense, if required. Seller instructs creditor(s) to provide approval status updates to Broker(s) and Buyer upon request.

20. **TERMS UPON ACCEPTABLE SHORT SALE AGREEMENT**

- 21. **Agreement Notice:** If Seller and Seller's creditors enter into a short sale agreement, the Seller shall immediately deliver notice to Buyer ("Agreement Notice").
- 23. **Time Periods:** The date of Seller's delivery of the Short Sale Agreement Notice to Buyer shall be deemed the date of Opening of Escrow for purposes of all applicable Contract time periods.
- 25. **Escrow and Earnest Money:** Buyer shall promptly open Escrow and deposit Earnest Money as described in the Contract upon receipt of Agreement Notice.
- 27. **Loan Costs:** Buyer will be responsible for all Buyers' Loan Costs.
- 28. **Seller Warranties:** Buyer hereby waives Seller's warranties as set forth in Lines 260 - 263 of the Contract that all listed items shall be in working condition at the earlier of possession or COE.
- 30. However, Seller warrants and shall maintain and repair the Property so that, pursuant to lines 263 - 264 of the Contract, at the earlier of possession or COE, the Property, including all heating, cooling, mechanical, plumbing, and electrical systems (including swimming pool and/or spa, motors, filter systems, cleaning systems, and heaters, if any), and built-in appliances and additional existing personal property included in the sale, will be in substantially the same condition as on the date of mutual execution of the Contract.
- 34. **Close of Escrow:** Close of Escrow shall occur thirty (30) days or _____ days after delivery of Agreement Notice.
- 35. **Creditor Requirements:** Buyer and Seller agree to cooperate with Creditor(s) and sign additional Creditor disclosure(s) or execute additional addendum(a) required by Creditor(s) as a condition of approval of the short sale, provided that Buyer and Seller incur no additional cost or liability.

38. **BUYER CANCELLATION**

- 39. Buyer may unilaterally cancel this Contract by notice to Seller at any time before receipt of a short sale Agreement Notice from Seller.

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SAMPLE
SELLER SELLER

<Initials

Initials>

SAMPLE
BUYER BUYER

Short Sale Addendum to the Commercial Purchase Contract >>

40. LEGAL AND TAX ADVICE

41. Seller acknowledges that Broker is not qualified to provide financial, legal, or tax advice regarding a short sale transaction.
42. Therefore, the Seller is advised to obtain professional tax advice and consult independent legal counsel immediately
43. regarding the tax implications and advisability of entering into a short sale agreement.

44. (SELLER'S INITIALS REQUIRED) SAMPLE SELLER SELLER

45. UNFULFILLED CONTINGENCY

46. In the event that Seller and Seller's creditor(s) are unable to reach a short sale agreement acceptable to both, at the sales price contained
47. herein, Seller shall promptly notify Buyer of same, and the Contract shall be deemed cancelled due to the unfulfilled short sale contin-
48. gency. If applicable, Buyer shall be entitled to a return of any Earnest Money.

49. OTHER TERMS AND CONDITIONS

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74. In the event that any provision contained in this Addendum conflicts in whole or in part with any terms contained in the Contract, the
75. provisions of this Addendum shall prevail and the conflicting terms are hereby considered deleted and expressly waived by both Buyer
76. and Seller.

77. ^ BUYER'S SIGNATURE SAMPLE MO/DA/YR ^ BUYER'S SIGNATURE SAMPLE MO/DA/YR

78. ^ SELLER'S SIGNATURE SAMPLE MO/DA/YR ^ SELLER'S SIGNATURE SAMPLE MO/DA/YR

For Broker Use Only:
Brokerage File/Log No. Manager's Initials SAMPLE Broker's Initials SAMPLE Date MO/DA/YR
(Added February 2012)

SAMPLE SELLER SELLER

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SAMPLE BUYER BUYER