

BUYER CONTINGENCY ADDENDUM

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- 1. Seller: _____
- 2. Buyer: _____
- 3. Premises Address: _____
- 4. Date: _____

5. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced
6. Premises if marked by an "X" and initialed by Seller and Buyer. The terms and conditions of the Contract are included herein by reference.

7. **CONTINGENT UPON ACCEPTED OFFER FOR BUYER'S PROPERTY:**

8. This Contract is contingent upon Buyer accepting an offer to purchase ("Accepted Offer") Buyer's real property located at:
9. _____
10. ("Buyer's Property") no later than _____ MO/DA/YR. If Buyer does not accept an offer on Buyer's Property by the date set
11. forth on line 10, this Contract shall be deemed cancelled and the Earnest Money shall be released to Buyer.

12. **ACCEPTED OFFER FOR BUYER'S PROPERTY:** If Buyer accepts an offer on Buyer's Property by the date set forth on line 10, Buyer
13. shall deliver the Accepted Offer documents described on lines 67-72 to Seller for Seller's review within three (3) days or _____ days of
14. execution of the Accepted Offer.

15. If Buyer accepts an offer on Buyer's Property, yet fails to deliver the Accepted Offer documents to Seller within the time frame set forth
16. on line 13, Seller may issue a cure notice to Buyer as required by Section 7a of this Contract and, in the event of Buyer's breach, Seller
17. shall be entitled to the Earnest Money pursuant to Section 7b of this Contract.

18. Seller may, within five (5) days of receipt of the Accepted Offer documents, cancel this Contract and the Earnest Money shall be
19. released to Buyer.

20. **BUYER'S CONTINGENCY:** If Seller does not cancel this Contract within five (5) days of receipt of the Accepted Offer documents, this
21. Contract shall become contingent upon the closing of the pending sale of Buyer's Property by _____ MO/DA/YR.

22. If the pending sale of Buyer's Property does not close escrow by this date, this Contract shall be deemed cancelled and the Earnest
23. Money shall be released to Buyer.

24. **CANCELLATION OF ACCEPTED OFFER FOR BUYER'S PROPERTY:** If Buyer's Accepted Offer cancels for any reason, Buyer shall
25. deliver notice to Seller within three (3) days of Buyer's receipt of cancellation and provide evidence of cancellation. Notice to Seller shall
26. state Buyer's election to either:

- 27. 1. Immediately cancel this Contract and all Earnest Money shall be released to Buyer; **or**
- 28. 2. Proceed with this Contract by removing this Buyer Contingency and provide: (i) written documentation from Buyer's Lender
- 29. that Buyer can close escrow by the COE Date without the sale and closing of Buyer's Property; or if this is an all cash sale, (ii)
- 30. evidence of Buyer's financial ability to close escrow by the COE Date without the sale and closing of Buyer's Property.

31. If Buyer elects to waive this Buyer Contingency and proceed with this Contract, Seller and Buyer agree that all other contingencies shall
32. remain.

33. **SELLER'S ACCEPTANCE OF BACK-UP CONTRACT:** If Seller accepts a subsequent offer (Back-Up Contract) to purchase the
34. Premises before Buyer has delivered to Seller the Accepted Offer documents, Seller may deliver written notice to Buyer informing Buyer
35. of the Back-Up Contract. Upon receipt of Seller's notice, Buyer shall have five (5) days to deliver to Seller a written notice to remove this
36. Buyer Contingency. Such notice from Buyer shall include: (i) written documentation from Buyer's Lender that Buyer can close escrow
37. by the COE Date without the sale and closing of Buyer's Property; or if this is an all cash sale (ii) evidence of Buyer's financial ability to
38. close escrow by the COE Date without the sale and closing of Buyer's Property. If Buyer fails to timely waive this Buyer Contingency,
39. this Contract shall be deemed cancelled and the Earnest Money shall be released to Buyer.

40. If Buyer elects to waive this Buyer Contingency and proceed with this Contract, Seller and Buyer agree that all other contingencies shall
41. remain.

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42. **TIME PERIODS:** The date of Contract acceptance for purposes of all applicable Contract time periods, excluding opening of escrow
43. and deposit of Earnest Money, shall be deemed to be:

- 44. The date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker per
- 45. Section 8i of this Contract; **or**
- 46. Five (5) days after Seller's receipt of Buyer's Accepted Offer documents, provided that Seller does not cancel this Contract prior
- 47. to expiration of the five (5) day period as permitted in lines 18-19.

48. **(BUYER'S AND SELLER'S INITIALS REQUIRED)** _____ / _____ / _____ / _____
BUYER BUYER SELLER SELLER

49. **CONTINGENT UPON THE CLOSING OF BUYER'S PROPERTY:**

50. Buyer has already accepted an offer ("Accepted Offer") to purchase Buyer's real property located at:
51. _____ ("Buyer's Property").
52. The Accepted Offer documents described on lines 67-72 **are** attached hereto.

53. **BUYER'S CONTINGENCY:** If the pending sale of Buyer's Property does not close escrow by _____, this Contract
54. shall be deemed cancelled and the Earnest Money shall be released to Buyer. MO/DA/YR

55. **CANCELLATION OF ACCEPTED OFFER FOR BUYER'S PROPERTY:** If Buyer's Accepted Offer cancels for any reason, Buyer shall
56. deliver notice to Seller within three (3) days of Buyer's receipt of cancellation and provide evidence of cancellation. Notice to Seller shall
57. state Buyer's election to either:

- 58. 1. Immediately cancel this Contract and all Earnest Money shall be released to Buyer; **or**
- 59. 2. Proceed with this Contract by removing this Buyer Contingency and provide: (i) written documentation from Buyer's Lender
- 60. that Buyer can close escrow by the COE Date without the sale and closing of Buyer's Property; or if this is an all cash sale (ii)
- 61. evidence of Buyer's financial ability to close escrow by the COE Date without the sale and closing of Buyer's Property.

62. If Buyer elects to waive this Buyer Contingency and proceed with this Contract, Seller and Buyer agree that all other contingencies shall
63. remain.

64. **TIME PERIODS:** The date of Contract acceptance for purposes of all applicable Contract time periods shall be the date that the signed
65. Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker per Section 8i of this Contract.

66. **(BUYER'S AND SELLER'S INITIALS REQUIRED)** _____ / _____ / _____ / _____
BUYER BUYER SELLER SELLER

67. **THE FOLLOWING TERMS APPLY TO EITHER CONTINGENCY AGREED TO ABOVE:**

68. **ACCEPTED OFFER DOCUMENTS:** Within the time specified in the applicable section above, Buyer shall deliver the Accepted Offer
69. documents to Seller, including a copy of all purchase contract documents evidencing the sale, and:

- 70. a. _____ b. _____
- 71. c. _____ d. _____
- 72. e. _____ f. _____

73. **FAILURE TO DELIVER NOTICE:** If Buyer fails to timely deliver any Notice required by this Addendum, Seller may issue a cure notice
74. to Buyer as required by Section 7a of this Contract and, in the event of Buyer's breach, Seller shall be entitled to the Earnest Money
75. pursuant to Section 7b of this Contract.

76. **STATUS UPDATE:** Upon request, Buyer shall provide Seller with a written update regarding the status of the sale of Buyer's Property.

77. The undersigned agrees to the modified or additional terms and conditions contained herein and acknowledges a copy hereof.

78. ^ BUYER'S SIGNATURE _____ MO/DA/YR ^ BUYER'S SIGNATURE _____ MO/DA/YR

79. ^ SELLER'S SIGNATURE _____ MO/DA/YR ^ SELLER'S SIGNATURE _____ MO/DA/YR

For Broker Use Only:			
Brokerage File/Log No. _____	Manager's Initials _____	Broker's Initials _____	Date _____
			MO/DA/YR