



Sale Agreement No. _____

FIRPTA ADDENDUM

Buyer(s) _____
Seller(s) _____
Property Address _____

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1. Seller Is A Foreign Person Exempt From FIRPTA Withholding Requirement. If Seller is a “foreign person” as defined at the Seller Representation Section (FIRPTA Tax Withholding Requirement) of the Sale Agreement, but is exempt from the Withholding Requirement because: (a) The sale price of the Property is not more than \$300,000; and, (b) The Property will be occupied as a residence by Buyer (or a member of Buyer’s family) for at least 50% of the number of days (excluding days the property is vacant) it is used by any person during each of the first two 12-month periods following the date of Closing. In such case, upon written request of Seller, Buyer agrees to sign a declaration of such intent (“Declaration”) on or before the Closing Date. **If, for any reason, following Seller’s said written request to sign the Declaration, Buyer fails to do so by or before the Closing Date, Seller may terminate this transaction and retain all Deposits paid or agreed to be paid by Buyer.**

2. Seller Is A Foreign Person Not Exempt From FIRPTA Withholding Requirement. If Seller is a “foreign person” as defined at Section 27.2 of the Sale Agreement, and this transaction is not exempt from the Withholding Requirement, Buyer and Seller agree to execute and deliver any instrument, affidavit, statement, or instruction, reasonably requested by the Escrow, in order that it may withhold and transmit the required funds, and to otherwise comply with applicable federal law.

3. Seller Is Not A Foreign Person. If Seller declares that Seller is not a “foreign person” as defined at the Seller Representation Section (FIRPTA Tax Withholding Requirement) of the Sale Agreement, but does not currently hold a taxpayer identification number, social security number, or employer identification number, Seller agrees to cooperate with Buyer as follows:

- a) By each Seller signing a Certificate of Non-Foreign Status (“Certificate”) in a form compliant with current federal regulations; and
- b) By providing a true copy of the completed Certificate signed by each Seller, to Buyer or Buyer’s licensee within ___ business days (three [3] if not filled in) after the date Seller and Buyer have signed and accepted this Agreement (“the Certification Period”); and
- c) Thereafter delivering the original Certificate to Escrow not less than ___ business days (seven [7] if not filled in) before the Closing Date (“the Delivery Period”).

In the event Seller fails for any reason to deliver a true copy of the Certificate to Buyer or Buyer’s licensee within the Certification Period, Buyer shall have the right within ___ business days (two [2] if not filled in) after expiration of the Certification Period, to give written notice to Seller or Seller’s licensee, terminating this transaction, and obtain a refund of all Deposits paid to Escrow.

In the event Seller fails for any reason to deliver the original Certificate to Escrow before the end of the Delivery Period, Buyer shall have the right to give written notice to Seller or Seller’s licensee, terminating this transaction, and obtain a refund of all Deposits paid to Escrow.

4. Retention of Certificate. If Seller has timely delivered a true copy of the Certificate to Buyer or Buyer’s Licensee, and delivered the original thereof to Escrow, as required above, the original Certificate shall be either:

- a) Retained by Escrow, acting as a Qualified Substitute as defined by law, if permitted by its company policy; or
- b) Delivered by Escrow to Buyer, or Buyer’s designee, to be retained for at least five (5) years following the Closing Date.

5. Seller and Buyer Acknowledgments. (a) Seller acknowledges that the Certificate requires Seller to disclose their taxpayer identification number, social security number, or employer identification number (collectively “Number”), whichever is applicable; (b) Buyer acknowledges that the Number is absolutely confidential, and warrants that Buyer will not disclose it to any third parties, excepting only to Buyer’s tax preparer, if necessary, and if required under subpoena or court order; and, (c) Seller and Buyer understand that their Licensees are not experts in the FIRPTA law, and are encouraged to consult with their own legal or tax counsel well in advance of Closing, regarding their rights, duties, liabilities, and obligations under said law.

Buyer Signature _____	Date _____, _____ a.m. _____ p.m. ←
Buyer Signature _____	Date _____, _____ a.m. _____ p.m. ←
Selling Licensee _____	Selling Firm _____

Seller Signature _____	Date _____, _____ a.m. _____ p.m. ←
Seller Signature _____	Date _____, _____ a.m. _____ p.m. ←
Listing Licensee _____	Listing Firm _____