

SELLER'S CONTINGENT OBLIGATION TO SELL ADDENDUM

1 Buyer(s): _____
 2 Seller(s): _____
 3 Property Address or Tax ID #: _____
 4 _____ ("Seller's Property")

5 Buyer and seller agree that this addendum is part of the above-referenced sale agreement.

6 **1. THE SALE CONTINGENCY:** Seller intends to enter into an agreement for the purchase of a replacement property ("Replacement Property").
 7 Within ____ Business Days (five [5] if not filled in) after the date Buyer and Seller signed and accepted this Sale Agreement (the "Sale
 8 Contingency Period"), Seller may terminate this Sale Agreement if Seller does not (*select one*):

- 9 enter into an agreement for the purchase of a Replacement Property; or
- 10 waive or remove any inspection contingency for a Replacement Property; or
- 11 waive or remove any appraisal contingency for a Replacement Property; or
- 12 close a purchase of a Replacement Property; or
- 13 other (*describe*): _____.

14 Seller will use Seller's best efforts to remove the Sale Contingency. Upon removal of the Sale Contingency, Seller will promptly deliver written
 15 notice to Buyer.

16 **2. EXPIRATION OF SALE CONTINGENCY PERIOD:** If Seller does not deliver written notice of termination before 5:00 pm on the last day of
 17 the Sale Contingency Period, then the Sale Contingency will be deemed waived.

18 **3. EARNEST MONEY:** If Seller terminates this Sale Agreement due to the Sale Contingency, all earnest money will be promptly returned to
 19 Buyer.

20 **4. TIMELINES:** All timelines in this Sale Agreement, including the deadlines for earnest money payment, removal of contingencies, closing, and
 21 rights of revocation, termination or cancellation provided under state or Federal law, if applicable, will begin on the first business day after (*select*
 22 *one*):

- 23 the Sale Contingency is waived by Seller or Seller has delivered to Buyer written notice of removal of the Sale Contingency.
- 24 the date Buyer and Seller signed and accepted this Sale Agreement, and Buyer will proceed with inspections, appraisal, and other
 25 lender requirements prior to the removal of the Sale Contingency. If Seller terminates this Sale Agreement due to the Sale Contingency,
 26 Buyer will deliver to Seller reasonably satisfactory evidence of payment, if any, of Buyer's inspection, appraisal, and mortgage interest rate
 27 lock fees incurred, and Seller will promptly reimburse Buyer for those payments.

28 **5. BUYER'S RIGHT TO TERMINATE:** Buyer may terminate this Sale Agreement by giving written notice to Seller any time before the Sale
 29 Contingency is removed.

30 **6. ADDITIONAL PROVISIONS:** _____
 31 _____
 32 _____
 33 _____
 34 _____

35 Buyer _____ Date _____ a.m. _____ p.m. ←

36 Buyer _____ Date _____ a.m. _____ p.m. ←

37 Seller _____ Date _____ a.m. _____ p.m. ←

38 Seller _____ Date _____ a.m. _____ p.m. ←

39 Buyer's Agent _____ Seller's Agent _____

SELLER'S CONTINGENT OBLIGATION TO SELL ADDENDUM

40 Seller hereby gives notice to Buyer that Seller (*select one*):

- 41 removes the Sale Contingency; or
- 42 terminates the Sale Agreement.

43 Seller _____ Date _____ a.m. _____ p.m. ←

44 Seller _____ Date _____ a.m. _____ p.m. ←

45 Buyer hereby gives notice to Seller that Buyer terminates the Sale Agreement.

46 Buyer _____ Date _____ a.m. _____ p.m. ←

47 Buyer _____ Date _____ a.m. _____ p.m. ←

SAMPLE