

**BACK-UP OFFER ADDENDUM**

1 This Back-Up Offer is intended to create certain legally binding rights and duties between Buyer and Seller once fully accepted and signed by them.  
 2 If not understood, the parties should obtain competent legal advice before signing.  
 3 This is an Addendum to (*check only one*):  Real Estate Sale Agreement  Seller's Counteroffer  Buyer's Counteroffer

4	Buyer(s) _____
5	Seller(s) _____
6	Property Address or Tax ID # _____
7	(the "Property")

8 Buyer and Seller acknowledge this offer is accepted in a Back-Up Position, which means a transaction (the "First Position Transaction") is currently  
 9 pending between Seller and another buyer (the "First Position Buyer") involving this Property. Upon signing and accepting this Back-Up Offer  
 10 Addendum, Buyer and Seller agree to the following:

11 (1) While this transaction between Buyer and Seller is in a Back-Up Position, Seller may freely negotiate with the First Position Buyer all terms  
 12 and conditions of the First Position Transaction.

13 (2) If Seller completely terminates the First Position Transaction in writing with the First Position Buyer, Seller shall, within two (2) Days, notify  
 14 Buyer in writing advising Buyer has been automatically moved to First Position ("Notification").

15 (3) Subject to the following sentence, upon elevation to First Position, all timelines, including the dates for payment of earnest money, removal  
 16 of contingencies, and rights of revocation, termination, or cancellation provided under state or federal law or contained in this Sale Agreement,  
 17 if applicable, shall begin on the first day after Buyer has been moved to "First Position." NOTE: If Seller has delivered to Buyer a copy of  
 18 Seller's Property Disclosure form. Buyer's five (5) business day right of revocation shall not commence until Buyer has received written  
 19 notification that Buyer is in "First Position."

20 (4) In the event Buyer believes, in Buyer's sole discretion, Buyer cannot remove all contingencies (excepting financing section) and close this  
 21 transaction by the Closing Deadline identified at the Closing Section of this Sale Agreement, Buyer shall so notify Seller in writing within \_\_\_\_  
 22 Days (two [2] if not filled in) after having been moved to First Position. Seller and Buyer shall thereafter have \_\_\_\_ Days (two [2] if not filled in)  
 23 to reach written agreement on a new Closing Deadline and/or any other new contingency deadlines (the "Negotiation Period"). If Seller and  
 24 Buyer are unable to reach such written agreement within the Negotiation Period, all earnest monies shall be promptly refunded to Buyer, and  
 25 this transaction shall be terminated. (*Add any exceptions to this Section*) \_\_\_\_\_

26 \_\_\_\_\_  
 27 \_\_\_\_\_  
 28 \_\_\_\_\_

29 (5) This Back-Up Offer Transaction between Buyer and Seller shall automatically terminate, and all earnest money, if any, shall be promptly  
 30 refunded to Buyer upon the occurrence of: (a) Close of escrow of the First Position Transaction; or (b) Buyer's written unilateral withdrawal of  
 31 this Back-Up offer, so long as it occurs before Buyer has received Seller's written notification of being moved to First Position pursuant to  
 32 Section 2 above.

33 (6) Additional provisions: \_\_\_\_\_  
 34 \_\_\_\_\_  
 35 \_\_\_\_\_  
 36 \_\_\_\_\_  
 37 \_\_\_\_\_

38 Buyer \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

39 Buyer \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

40 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

41 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

42 Buyer's Agent \_\_\_\_\_ Seller's Agent \_\_\_\_\_