

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 Seller's Contingent Obligation to Sell Addendum (this "Addendum") is part of the 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 the Sale Agreement (the "Sale Contingency
8 Period"), Seller may terminate the Sale Agreement if Seller does not: (*select only one*)

- 9 (a) enter into an agreement for the purchase of a Replacement Property;
10 (b) waive or remove any inspection contingency for a Replacement Property;
11 (c) waive or remove any appraisal contingency for a Replacement Property;
12 (d) close a purchase of a Replacement Property; or
13 (e) 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 Notice to
15 Buyer.

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

18 **3. EARNEST MONEY:** If Seller terminates the Sale Agreement due to the Sale Contingency, all Deposits will be promptly refunded to Buyer.

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

- 21 (a) the Sale Contingency is waived by Seller or Seller has Delivered to Buyer Notice of removal of the Sale Contingency; or
22 (b) the date Buyer and Seller signed and accepted the Sale Agreement, and Buyer will proceed with inspections, appraisal, and other
23 lender requirements before the removal of the Sale Contingency. If Seller terminates the Sale Agreement due to the Sale Contingency, Buyer
24 will Deliver to Seller reasonably satisfactory evidence of payment, if any, of Buyer's inspection, appraisal, and mortgage interest rate lock fees
25 incurred, and Seller will promptly reimburse Buyer for those payments.

26 **5. BUYER'S RIGHT TO TERMINATE:** Buyer may terminate the Sale Agreement by providing Seller with Notice of termination at any time before
27 Seller Delivers Notice to Buyer of removal of the Sale Contingency, in which case all Deposits will be promptly refunded to Buyer.

28 **6. ADDITIONAL PROVISIONS:** (*describe*) _____
29 _____
30 _____
31 _____
32 _____

33 Buyer _____ Print _____ Date _____ a.m. p.m. ←

34 Buyer _____ Print _____ Date _____ a.m. p.m. ←

35 Seller _____ Print _____ Date _____ a.m. p.m. ←

36 Seller _____ Print _____ Date _____ a.m. p.m. ←

37 Buyer's Agent(s) _____ Seller's Agent(s) _____

SELLER'S CONTINGENT OBLIGATION TO SELL ADDENDUM

SELLER'S NOTICE TO BUYER

38 Seller hereby gives Notice to Buyer that Seller: *(select one)*

39 (a) removes the Sale Contingency; or

40 (b) terminates the Sale Agreement.

41 Seller _____ Print _____ Date _____ a.m. p.m. ←

42 Seller _____ Print _____ Date _____ a.m. p.m. ←

BUYER'S NOTICE TO SELLER OF TERMINATION

43 Buyer hereby gives Notice to Seller that Buyer terminates the Sale Agreement.

44 Buyer _____ Print _____ Date _____ a.m. p.m. ←

45 Buyer _____ Print _____ Date _____ a.m. p.m. ←

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE

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