

### BACK-UP OFFER ADDENDUM

1 This Back-Up Offer Addendum is intended to create certain legally binding rights and duties between Buyer and Seller once fully accepted and signed  
2 by them. If not understood, the parties should obtain competent legal advice before signing.

3 This is an Addendum to (*select 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 (a) 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 (b) If Seller completely terminates the First Position Transaction in writing with the First Position Buyer, Seller will, within two (2) Days, Notify  
14 Buyer in writing advising Buyer has been automatically moved to First Position ("Notification").

15 (c) 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 the Sale Agreement,  
17 if applicable, will begin on the first day after Buyer has been moved to "First Position." If Seller has Delivered to Buyer a copy of the Seller's  
18 Property Disclosure Statement, Buyer's five (5) Business Day right of revocation will not commence until Buyer has received written notification  
19 that Buyer is in "First Position."

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

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

33 (f) Additional provisions: (*describe*) \_\_\_\_\_  
34 \_\_\_\_\_  
35 \_\_\_\_\_  
36 \_\_\_\_\_

37 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

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

39 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

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

41 Buyer's Agent \_\_\_\_\_ Seller's Agent \_\_\_\_\_

**LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE**