

**CONTINGENT ON SALE OF BUYER'S PROPERTY  
ADDENDUM NO. \_\_\_\_\_**

To Agreement dated \_\_\_\_\_, between \_\_\_\_\_, Seller and \_\_\_\_\_ Buyer, concerning property commonly known as \_\_\_\_\_ ("Property").

(Please check one of the following):

**CONTRACT IS CONTINGENT** on Buyer's Property at \_\_\_\_\_ which is in escrow and concerning which all contingencies  have,  have not been satisfied, closing on or before \_\_\_\_\_. If Buyer's escrow is terminated, abandoned, or does not close on time, this Agreement will terminate without further notice unless the parties agree otherwise in writing.

**CONTRACT IS CONTINGENT** on Buyer accepting an offer for his or her property at \_\_\_\_\_ within \_\_\_\_\_ days after acceptance of this Agreement, and that sale closing on or before \_\_\_\_\_. Seller will have the right to continue to offer the property for sale. When Buyer has accepted an offer on the sale of his or her property, Buyer will promptly provide a written notice of the sale to Seller. If Buyer's purchase agreement is subject to the sale of another property, it does not qualify without the written consent of Seller. Upon providing notice of the qualified sale, this Agreement will still be contingent on Buyer's property closing as specified in this paragraph. If Seller accepts a bonafide written offer from a third party prior to Buyer accepting an offer on the sale of his or her property, Seller may give Buyer written notice of that fact. **Within three (3) days of receipt of the notice**, Buyer will waive the contingency on the sale and close of his or her property, or this Agreement will terminate without further notice. Upon waiver of the contingency, Buyer will provide evidence that funds needed to close escrow will be available and Buyer's ability to obtain financing is not contingent upon the sale and/or close of any property.

This Addendum, upon its execution by both parties, is made a part of the above Agreement, and supersedes any contrary provisions in the Purchase Agreement.

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

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