



SUBJECT TO SALE OF BUYER'S PROPERTY
ADDENDUM NO. ____
TO



REAL ESTATE PURCHASE CONTRACT
Sample Document

THIS IS AN [] ADDENDUM [] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of ____ 20____, including all prior addenda and counteroffers, between ____ as Buyer, and ____ as Seller, regarding the Property located at ____.

The terms of this Addendum are hereby incorporated as part of the REPC, and to the extent the terms of this Addendum modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control.

1. SUBJECT TO SALE CONDITION. Buyer's obligation to purchase the Property IS CONDITIONED upon the closing of the sale of Buyer's property located at: ____ ("Buyer's Property") by 5:00 P.M. (Mountain Time) on the ____ day of ____, 20____ ("Buyer's Closing Deadline").

2. BUYER'S DISCLOSURE. Buyer's Property [] IS [] IS NOT currently listed for sale through a real estate brokerage. If listed, the names of the Seller's agent and Seller's brokerage are as follows: _____

3. ADDITIONAL TERMS (Check Applicable Box). If neither box is checked below, this section 3 shall not apply.

- A. [] Buyer's Property IS currently under contract with a purchaser (a "3rd Party Contract").
(1) The Settlement Deadline in the 3rd Party Contract is the ____ day of ____, 20____. That Settlement Deadline MAY NOT be extended without the prior written consent of Seller.
(2) If the 3rd Party Contract is cancelled, Buyer shall provide Seller with written notice no later than four (4) days after such cancellation.
B. [] Buyer's Property IS NOT currently under contract with a purchaser.
(1) Buyer shall have until the ____ day of ____, 20____ to enter into a 3rd Party Contract with a purchaser (the "3rd Party Contract Deadline").
(2) If Buyer enters into a 3rd Party Contract by the 3rd Party Contract Deadline, the Settlement Deadline in that contract shall be no later than four (4) days prior to the Settlement Deadline contained in the REPC and MAY NOT be extended without the prior written consent of Seller.
(3) If the 3rd Party Contract is cancelled, Buyer agrees to provide Seller with written notice no later than four (4) days after such cancellation.

ALL OTHER TERMS of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. [] Seller [] Buyer shall have until ____ [] AM [] PM Mountain Time on ____ (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

[] Buyer [] Seller Signature (Date) (Time) [] Buyer [] Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

- [] ACCEPTANCE: [] Seller [] Buyer hereby accepts the terms of this ADDENDUM.
[] COUNTEROFFER: [] Seller [] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. ____
[] REJECTION: [] Seller [] Buyer rejects the foregoing ADDENDUM

Sample Document

(Signature) (Date) (Time) (Signature) (Date) (Time)

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