

Contingent Sales Addendum Without Notice

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**This is a legally binding contract. If not understood, seek
legal advice. For real estate advice, consult a REALTOR®.**



This Addendum is hereby made part of the Contract to Purchase ("Contract") dated _____
on the Real Estate located at _____
_____ by and between
_____ ("Buyer") and
_____ ("Seller").

1. Buyer's obligation to close this transaction shall be contingent upon Buyer successfully completing and closing the sale of his/her property located at _____ ("Buyer's Real Estate") on or before _____ ("Contingency Period"). This contingency is solely for the benefit of Buyer and may be waived by Buyer at any time prior to the end of the Contingency Period.

2. During the Contingency Period, Seller shall have the right to continue to market the Real Estate for sale through a broker. On or before the last day of the Contingency Period, Buyer shall notify Seller, in writing ("Buyer's Notice"), at such time Buyer and a third party have entered into a contract to purchase the Buyer's Real Estate ("Buyer's Contract"), the sale of which shall close within _____ days of the date of Buyer's Notice. The transaction contemplated by the Contract shall close within _____ days of the date of Buyer's Notice. Upon receipt of Buyer's Notice, the status of the listing in MLS will be changed to "Pending" in accordance with MLS Regulations.

3. If prior to Seller's receipt of Buyer's Notice, Seller receives another acceptable offer, then the Seller shall have the right to accept the other offer without providing any notice to Buyer. If that offer is accepted and does not contain a contingent sales addendum/clause, this acceptance shall operate to automatically terminate the Contract in its entirety. In such event, notice of the termination shall be given to the Buyer and all parties shall be released from any rights and/or obligations related to the Contract and any earnest money shall be returned to the Buyer. If the accepted offer does contain a contingent sales addendum/clause, all parties shall continue to be obligated under the terms of the Contract. Upon receiving written notification from any other contingent buyer that their contingent sales contingency is removed, Seller shall notify Buyer, in writing, of termination of the Contract and all parties shall be released from any rights and/or obligations related to the Contract and any earnest money shall be returned to the Buyer in accordance with state law.

4. All notices required herein shall be in writing and delivered to the party or his or her agent with evidence of receipt.

5. All times and/or dates specified in this Addendum shall be of the essence.

Date: _____ Buyer

_____ Buyer

Date: _____ Seller

_____ Seller