

2.10 BUYER'S CONTINGENT RIGHT TO PURCHASE ADDENDUM

1 **1. Property Address or Description:** _____ ["Seller's Property"]

2 **2. Names of Parties to this Agreement:**

3 Buyer _____	Seller _____
4 Buyer _____	Seller _____
5 Buyer _____	Seller _____
6 Buyer _____	Seller _____

7 **3. Contingent Right to Purchase.** Sale Agreement # _____ ["Sale Agreement"] shall be contingent upon closing
8 the sale of Buyer's Real Property located at _____ ["Buyer's Property"].

9 **4. Contingency Deadline.** If Buyer fails to close the sale of Buyer's Property or fails to provide a **Form 2.11 Notice of Intent** indicating
10 Intent to Proceed by 5:00 P.M. on _____ [date] ("Contingency Deadline"), either Party may terminate
11 the Sale Agreement for **2 Business Days** after the end of the Contingency Deadline by delivering a **Form 5.3** or **Form 5.4 Notice of**
12 **Termination** to the other Party.

13 **5. Buyer's Property Listing.**

14 Buyer's Property is currently listed for sale with a licensed real estate agent; or
15 Buyer's Property will be listed for sale with a licensed real estate agent on _____ (Multiple
16 Listing Service(s)) within **5 Business Days** or _____ **Business Days** after Seller signs and accepts the Sale Agreement.
17 Buyer shall continuously list Buyer's Property until Sale Agreement closes or is terminated, the Contingency Deadline passes, or until
18 the Buyer provides a Notice of Intent indicating Intent to Proceed or Intent to Terminate, whichever comes first.

19 **6. Subsequent Offers.** Seller shall have the right to continue advertising Seller's Property and receiving offers from potential buyers
20 contingent on Buyer's termination of the Sale Agreement ("Third-Party Offers"). When Seller accepts a Third-Party Offer, Seller shall
21 promptly provide Buyer with a signed **Form 2.11 Notice of Intent** indicating that Seller has accepted a Third-Party Offer.

22 **7. Election Deadline.** After receiving a **Form 2.11 Notice of Intent** from Seller indicating Seller's acceptance of a Third-Party Offer,
23 Buyer shall have until 5:00 P.M. the next Business Day ("Election Deadline") to sign and return Seller's Notice of Intent indicating
24 Buyer's Intent to Proceed. Seller may terminate the Agreement by giving Buyer a **Form 5.4 Seller's Notice of Termination** for **2 Business**
25 **Days** after the Election Deadline if Buyer does not provide Seller with Notice of Intent and Intent to Proceed by the Election Deadline.

26 **8. MLS Designation.** Seller's Property shall be listed as "Bumpable" or a substantially similar term on all applicable multiple listing
27 services and other property advertising services until Buyer provides Seller with a **Form 2.11 Notice of Intent**, provided Buyer's Notice
28 of Intent is delivered before the earlier of the Contingency Deadline, the Election Deadline or the termination of the Sale Agreement.
29 Upon receiving Notice of Intent with Intent to Proceed, Seller shall immediately list Seller's Property as "Pending" or a substantially
30 similar term on all applicable multiple listing services and the Parties shall proceed with the Sale Agreement.

31 **9. Notice of Intent.** At any point before the earlier of the Election Deadline or the Contingency Deadline, Buyer may provide Seller
32 with a signed **Form 2.11 Notice of Intent**, indicating that Buyer:

- 33 (i) accepted a written offer on Buyer's Property;
- 34 (ii) releases the Buyer's right to terminate under this Addendum; or
- 35 (iii) intends to terminate the Sale Agreement.

36 Buyer may not accept a written offer on Buyer's Property subject to a contingent right to sell the third-party's property without Seller's
37 prior written approval.

38 **10. Termination.** Buyer's Earnest Money shall be refunded and the Sale Agreement shall be terminated if:

- 39 (i) Buyer is not in default under the Sale Agreement; and
- 40 (ii) (a) Buyer indicates intent to terminate the Sale Agreement in the Notice of Intent and provides Seller with a **Form 5.3**
41 **Buyer's Notice of Termination** before the earlier of the Contingency Deadline or the Election Deadline; or

Buyer Initials _____ **Seller Initials** _____



42 (b) Buyer otherwise fails to provide a **Form 2.11 Notice of Intent** before the earlier of the Contingency Deadline or the
43 Election Deadline and within **2 Business Days** after the earlier deadline, either party provides a **Form 5.3** or **Form 5.4**
44 **Notice of Termination** to the other party.
45 If Buyer is in default under this Addendum or the Sale Agreement and the Agreement is validly terminated with a **Form 5.4 Seller's**
46 **Notice of Termination**, Seller may retain Buyer's Earnest Money.

47 **11. Sale Agreement Timelines.** UNLESS THE PARTIES AGREE OTHERWISE IN A WRITTEN ADDENDUM, ALL TIMELINES, CONTINGENCY
48 TIMEFRAMES, DEADLINES, AND THE CLOSING DATE IN THE SALE AGREEMENT SHALL REMAIN UNCHANGED. BUYER SHOULD ENSURE
49 SALE AGREEMENT TIMELINES ARE ADJUSTED BASED ON THE INTENDED SALE TIMELINES FOR BUYER'S PROPERTY.

50 **12. By signing below, the Parties agree to the terms of this addendum and make it part of the above referenced Sale Agreement:**

51 Buyer: _____	Dated: _____
52 Buyer: _____	Dated: _____
53 Buyer: _____	Dated: _____
54 Buyer: _____	Dated: _____
55	
56 Seller: _____	Dated: _____
57 Seller: _____	Dated: _____
58 Seller: _____	Dated: _____
59 Seller: _____	Dated: _____

