



5.4 SELLER'S NOTICE OF TERMINATION

1 **1. Property Address or Description:** _____

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

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

7 **3. Instructions for Use of Notice and Seller Acknowledgements.** This Seller's Notice of Termination ("Notice of Termination") is used
8 by Seller to end the Sale Agreement between Buyer and Seller. Some provisions of the Sale Agreement will state when the Seller can
9 terminate, and for what reasons. This Notice of Termination has a list of every specific reason to terminate the Sale Agreement, and
10 which party has a right to the Earnest Money if the Agreement is validly terminated for those reasons. Seller should select the
11 reason for termination from the below list.

12 **Seller acknowledges that Seller is not relying on any representations from Seller's Agent about whether Seller is authorized to**
13 **terminate this transaction. If Seller's termination is unauthorized under the Sale Agreement, Seller may be in breach of the Sale**
14 **Agreement and Buyer may be entitled to Earnest Money, additional monetary damages, and/or Seller's specific performance of**
15 **the Sale Agreement. Seller is advised to seek advice of an attorney prior to delivering this Notice of Termination to Buyer.**

16 **4. Notice of Termination.**

17 Seller terminates Sale Agreement # _____ and all addenda thereto ("Sale Agreement").
18 This termination of the Sale Agreement and all addenda or amendments thereto becomes effective upon delivery of this signed Notice
19 of Termination to the Buyer or Buyer's Agent. Buyer and Escrow Agent must all receive copies of this Notice of Termination.

20 **5. Response to Notice of Termination.** Within **2 Business Days** after receiving this Notice of Termination, the Buyer is required under
21 the Sale Agreement to provide copies of **Form 5.5 Buyer's Response to Termination** to Buyer and Escrow Agent.

22 **6. Escrow Process upon Termination.** Escrow will not release Earnest Money unless the Escrow Agent receives identical instructions
23 on distribution of Earnest Money from both Parties. If Parties cannot agree on identical escrow instructions, Earnest Money
24 distribution must be determined according to the Dispute Resolution terms of the Sale Agreement. Disputes regarding the Earnest
25 Money may continue after subsequent conveyance of the Property to a third-party buyer.

26 **7. Seller Termination.** Seller acknowledges that delivery of this Notice of Termination releases Buyer from Buyer's obligations to
27 purchase the Property from Seller. Seller acknowledges that if Seller's termination is due to Buyer's default, Seller's sole remedy
28 against Buyer is to attempt to recover the Earnest Money. Seller acknowledges that if Seller is in default at the time of issuing this
29 termination, or if Seller's termination is not authorized by the terms in the Sale Agreement, Buyer may be entitled to Earnest Money,
30 additional money damages caused by Seller's Material Default, and/or Buyer's specific performance of the Sale Agreement.

31 Seller hereby terminates the Sale Agreement for the following reason(s) [check all that apply]:

32 **A. Earnest Money Returned to Buyer, if Buyer not in Default**

- 33 Buyer failed to deposit Earnest Money by the Earnest Money Deposit Deadline and Seller has not provided a **Form 5.2**
34 **Notice of Default** regarding the failed Earnest Money deposit.
- 35 Buyer's Earnest Money deposit was reversed by Buyer or the Bank and Seller has not provided a **Form 5.2 Notice of Default**.
- 36 Buyer's Earnest Money check was returned due to insufficient funds and Seller has not provided a **Form 5.2 Notice of Default**.
- 37 Buyer failed to provide reasonably sufficient Proof of Funds for cash purchase.
- 38 Parties fail to renegotiate terms after financing contingency fails.
- 39 Buyer delivered to Seller **Form 5.1 Notice of Default and Opportunity to Cure**, and Seller does not wish to cure Default.
- 40 **Form 2.10 Contingent Right to Purchase** – Buyer has not provided Notice of Intent by the earlier of the Contingency Deadline
41 or Election Deadline.
- 42 **Form 2.11 Contingent Right to Purchase** – Buyer's offer on Buyer's Property was terminated and Seller wishes to terminate.

Seller Initials _____

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- 43 **Form 2.11 Contingent Right to Purchase** – The parties are unable to negotiate next steps after offer on Buyer’s Property
- 44 terminated.
- 45 **Form 2.12 Contingent Obligation to Sell** – Seller is unable to purchase or close on a Replacement Property before the
- 46 Contingency Deadline.
- 47 **Form 2.18 Attorney Review Addendum** – Based on Seller’s Attorney review, Seller disapproves of the Sale Agreement.
- 48 **Form 8.1 Seller-Carried Addendum** – Seller disapproves of the Creditworthiness Documents within the Creditworthiness
- 49 Review Period.
- 50 **B. Earnest Money forfeited by Buyer, if Seller not in Default**
- 51 The contract failed for any reason **and** Buyer misrepresented Buyer’s available funds.
- 52 Seller delivered to Buyer **Form 5.2 Notice of Default and Opportunity to Cure**, and Buyer failed to cure Default.
- 53 Buyer failed to Close or failed to satisfy a condition to Closing by the required Closing Date and the failure is an Immediate
- 54 Default.
- 55 **Form 7.1 Tenant Vacancy Addendum** - Buyer failed to Close based on the Tenant continuing to occupy the Property.

56 **8. Other Termination.** If Seller is not terminating for a reason in Sections 7 above, Seller shall check the below box and explain the

57 reason for the termination. **Terminations under this section are not advised, and by choosing other or unstated reasons for**

58 **termination Seller may be in breach of the Sale Agreement, may lose entitlement to Earnest Money, and may give the Buyer a claim**

59 **for Earnest Money, additional money damages and/or specific performance of the Sale Agreement.**

60 Other (explain): _____

61 **9. Seller’s Instructions to Escrow.** Seller instructs Escrow to terminate the Escrow account associated with the Sale Agreement and

62 distribute Earnest Money as follows:

63 \$ _____ [Amount] _____ [Party]

64 \$ _____ [Amount] _____ [Party]

65 \$ _____ [Amount] _____ [Party]

66 \$ _____ [Amount] _____ [Party]

67 **10. Escrow/Title Company:** _____

68 **11. Escrow/Title Officer:** _____

69 **12. Escrow Number:** _____

70

71 **13. Seller’s Signatures**

72 Seller: _____ Dated: _____

73 Seller: _____ Dated: _____

74 Seller: _____ Dated: _____

75 Seller: _____ Dated: _____