



5.5 BUYER'S RESPONSE TO TERMINATION

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

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

| | | | | |
|---|-------------|--------------|--------------|--------------|
| 3 | Buyer _____ | Dated: _____ | Seller _____ | Dated: _____ |
| 4 | Buyer _____ | Dated: _____ | Seller _____ | Dated: _____ |
| 5 | Buyer _____ | Dated: _____ | Seller _____ | Dated: _____ |
| 6 | Buyer _____ | Dated: _____ | Seller _____ | Dated: _____ |

7 **3. Buyer's Response to Termination.**
 8 Buyer provides this Buyer's Response to Termination ("Response to Termination") in answer to the **Form 5.4 Seller's Notice of**
 9 **Termination** dated _____ ("Notice of Termination") that terminated Sale Agreement # _____ and all
 10 addendums thereto ("Sale Agreement"). Buyer is obligated under the Sale Agreement to sign and deliver this Response to Termination
 11 within **2 Business Days** of receiving Seller's Notice of Termination. This Response to Termination provides instructions for Escrow,
 12 Buyer acknowledgements, and optional waivers and releases. Seller and Escrow Agent must both receive copies of this Response to
 13 Termination.

14 **4. Escrow Process upon Termination.** Escrow will not release Earnest Money unless the Escrow Agent receives identical instructions
 15 on distribution of Earnest Money from both Parties. If Parties cannot agree on identical Escrow instructions, Earnest Money
 16 distribution must be determined according to the Dispute Resolution terms of the Sale Agreement. Disputes regarding the Earnest
 17 Money may continue after subsequent conveyance of the Property to a third-party buyer.
 18 **Note: If Buyer believes Seller's termination was invalid or unauthorized and disputes the Earnest Money distribution, Buyer should**
 19 **immediately initiate Dispute Resolution proceedings as explained in the Sale Agreement. In determining whether Seller's**
 20 **termination was invalid or unauthorized, Buyer shall not rely on the statements or representations of Buyer's Real Estate Agent.**

21 **5. Buyer Release.** A Buyer who receives an invalid or unauthorized Notice of Termination from a Seller may have rights to pursue
 22 specific performance of the Sale Agreement (a court order requiring the Seller to convey Property to Buyer per the terms of the Sale
 23 Agreement). **If Buyer believes that Seller's termination was invalid and wishes to pursue a claim for specific performance, Buyer (i)**
 24 **should check the second box below, (ii) should not instruct Escrow to distribute Earnest Money, and (iii) should consult with an**
 25 **attorney regarding available remedies.**

26 **(Buyer must check one box below)**

27 By checking this box, Buyer releases and waives their rights, if any, to pursue claims for specific performance against the
 28 Seller and releases Seller of Seller's obligation to sell the Property to Buyer. Seller and Escrow Agent are authorized to
 29 convey the Property to a third-party buyer. Buyer's release of Seller's obligations shall not be interpreted as an agreement
 30 to distribute Earnest Money to Seller and by checking this box Buyer does not waive or release Buyer's rights to bring claims for
 31 money damages against Seller. Buyer will remain able to bring applicable money damage claims if any arise.

32 By checking this box, Buyer does not release Seller from Seller's obligation to sell the Property to Buyer. Buyer should not complete
 33 Buyer's Instructions to Escrow below and Buyer should consult an Attorney regarding remedies available to Buyer.

34 **6. Buyer's Instructions to Escrow.** Buyer instructs Escrow to terminate the Escrow account associated with the Sale Agreement and
 35 distribute Earnest Money as follows:

| | | | | |
|----|----------|----------|-------|---------|
| 36 | \$ _____ | [Amount] | _____ | [Party] |
| 37 | \$ _____ | [Amount] | _____ | [Party] |
| 38 | \$ _____ | [Amount] | _____ | [Party] |
| 39 | \$ _____ | [Amount] | _____ | [Party] |

40 **7. Escrow/Title Company:** _____

41 **8. Escrow/Title Officer:** _____

42 **9. Escrow Number:** _____

43 **10. Buyer's Signatures**

| | | |
|----|--------------|--------------|
| 44 | Buyer: _____ | Dated: _____ |
| 45 | Buyer: _____ | Dated: _____ |
| 46 | Buyer: _____ | Dated: _____ |
| 47 | Buyer: _____ | Dated: _____ |