BUYER CONTINGENCY ADDENDUM

Document updated: **October 2005**

ARIZONA association of REALTORS®
REAL SOLUTIONS. REALTOR® SUCCESS.

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REALTOR® EQUAL HOUSING OPPORTUNITY

1. Seller: _____
2. Buyer: _____
3. Premises Address: _____
4. Date: _____
5. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the
6. above referenced Premises if marked by an "X" and initialed by Buyer and Seller. All terms and conditions of the Contract are
7. hereby included herein and delivery of all notices and documentation shall be deemed delivered and received when sent as
8. required by Section 8m of the Contract.

9. ☐ **CONTINGENT ON THE SALE AND CLOSING OF BUYER'S PROPERTY:** This Contract is contingent on an accepted
10. offer to purchase ("Sale") Buyer's real property located at: _____
11. _____ ("Buyer's Property") by _____.
12. If Buyer accepts an offer to purchase Buyer's Property, Buyer shall deliver the Sale Documents to Seller for review as
13. described below within five (5) days after acceptance of the offer and, unless Seller cancels this Contract within the time
14. specified, this Contract shall become contingent upon the Closing of the pending sale of Buyer's Property by
15. _____.
16. If Seller accepts a subsequent offer to purchase the Premises before the Sale of Buyer's Property, Seller shall deliver
17. written notice to the Buyer. Upon receipt of Seller's notice, Buyer shall have five (5) days or _____ days to deliver to Seller
18. a written agreement to remove the contingency and written documentation from Buyer's Lender that Buyer can close
19. escrow by the COE Date without the Sale and closing of Buyer's Property or this Contract shall be deemed cancelled due
20. to an unfulfilled contingency.
21. **(BUYER'S AND SELLER'S INITIALS REQUIRED)** _____ / _____ / _____ / _____
BUYER BUYER SELLER SELLER
22. **OR**
23. ☐ **CONTINGENT ON THE CLOSING OF THE PENDING SALE OF BUYER'S PROPERTY:** This Contract is contingent upon
24. close of escrow ("Closing") on Buyer's real property located at: _____
25. _____ ("Buyer's Property") by _____.
26. Buyer shall deliver the Sale Documents as described below to Seller within five (5) days after acceptance of this Contract.
27. _____
28. _____
29. **(BUYER'S AND SELLER'S INITIALS REQUIRED)** _____ / _____ / _____ / _____
BUYER BUYER SELLER SELLER

30. **The following terms apply to either contingency agreed to above**
31. **SELLER REVIEW OF SALE DOCUMENTS**: Within the time specified in the applicable Section above, Buyer shall deliver the
32. following Sales Documents to Seller:
33. (1) A copy of the purchase contract evidencing the sale; and
34. (2) _____
35. (3) _____
36. Seller may, within five (5) days of receipt of the Sale Documents, cancel this Contract and all earnest money shall be returned
37. to Buyer if Seller reasonably believes that the Closing of Buyer's Property will not occur by the specified date.
38. **SELLER ACCEPTANCE OF SUBSEQUENT OFFER PRIOR TO CLOSING OF A PENDING SALE OF BUYER'S PROPERTY**:
39. Until the Closing of the pending sale of Buyer's Property or cancellation of this Contract, any subsequent offer accepted by the
40. Seller shall be a back-up offer contingent on the cancellation of this Contract.
41. **UNFULFILLED CONTINGENCY**: If the Sale and Closing of Buyer's Property is not completed by date specified, this Contract
42. shall be deemed cancelled due to an unfulfilled contingency. In such event, Buyer shall deliver a notice that the Sale and
43. Closing of Buyer's Property is not completed no later than the date specified. In the event of Buyer's breach arising from
44. Buyer's failure to deliver the required notice, Seller shall exercise the option in Section 7b of the Contract to accept the Earnest
45. Money as Seller's sole right to damages.
46. The undersigned agrees to the modified or additional terms and conditions contained herein and acknowledges a copy hereof.

47. _____ _____
^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

48. _____ _____
^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

SAMPLE