

ADDITIONAL CLAUSE ADDENDUM

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- 1. Seller: _____ **SAMPLE**
- 2. Buyer: _____ **SAMPLE**
- 3. Premises Address: _____ **SAMPLE**
- 4. Date: _____

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

9. **BACK-UP CONTRACT — CONTINGENT UPON CANCELLATION OF PRIOR CONTRACT:** Buyer acknowledges that Seller is currently obligated by a prior contract to sell the Premises to another buyer. This is a back-up Contract contingent upon cancellation of the prior contract. Seller retains the right to amend, extend, or modify the prior contract. Upon cancellation of the prior contract, Seller shall promptly deliver written notice to Buyer. Upon Buyer's receipt of written notice of cancellation of the prior contract, Broker named in Section 8r shall open escrow and Buyer shall deposit any required earnest money. The date of Seller's written notice to Buyer shall be deemed the date of Contract acceptance for purposes of all applicable Contract time periods. Buyer may cancel this backup Contract any time prior to receipt of Seller's notice of cancellation of prior contract.

17. **(BUYER'S AND SELLER'S INITIALS REQUIRED)** **SAMPLE** / **SAMPLE**
BUYER BUYER SELLER SELLER

18. **SIGNATURE OF ABSENT BUYER SPOUSE OR CO-BUYER:** Signing Buyer shall within five (5) days or _____ days of acceptance of this Contract obtain the signature of the absent buyer spouse or co-buyer on this Contract or deliver a disclaimer deed to Escrow Company that eliminates the need for the absent signature.

21. **(BUYER'S AND SELLER'S INITIALS REQUIRED)** **SAMPLE** / **SAMPLE**
BUYER BUYER SELLER SELLER

22. **CORPORATE RELOCATION APPROVAL:** Seller is in the process of a corporate relocation and this Contract is contingent upon corporate approval. Buyer agrees to cooperate with Seller in providing additional disclosures or executing additional addenda required by corporation, provided that Buyer incurs no additional costs or liability.

25. **(BUYER'S AND SELLER'S INITIALS REQUIRED)** **SAMPLE** / **SAMPLE**
BUYER BUYER SELLER SELLER

26. **ALL CASH SALE:** Buyer shall provide to Seller within five (5) days or _____ days of Contract acceptance either a Letter of Credit or a Source of Funds Letter from a financial institution documenting the availability of funds to close escrow as agreed.

29. **(BUYER'S AND SELLER'S INITIALS REQUIRED)** **SAMPLE** / **SAMPLE**
BUYER BUYER SELLER SELLER

30. **NON-REFUNDABLE EARNEST MONEY:** Buyer's earnest money shall be nonrefundable unless Buyer elects to cancel pursuant to Section 6j, the Contract is cancelled pursuant to Section 8b or escrow fails to close due to Seller's breach of contract. Buyer acknowledges that Buyer's earnest money shall be non-refundable even if the Premises fails to appraise for the sales price or the loan contingency is unfulfilled.

34. **(BUYER'S AND SELLER'S INITIALS REQUIRED)** **SAMPLE** / **SAMPLE**
BUYER BUYER SELLER SELLER

35. **WAIVER OF APPRAISAL:** Buyer agrees to waive the appraisal contingency pursuant to Section 2m. In the event that the Premises fails to appraise for at least the sales price, Buyer agrees that Buyer's down payment shall be increased in an amount equal to the difference between the appraised value and the purchase price.

38. **(BUYER'S AND SELLER'S INITIALS REQUIRED)** **SAMPLE** / **SAMPLE**
BUYER BUYER SELLER SELLER

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