

ADDITIONAL CLAUSE ADDENDUM

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February 2018



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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
6. for the above referenced Premises if marked by an "X" and initialed by Buyer and Seller. All terms and conditions of
7. the 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
10. acknowledges that Seller is currently obligated by a prior contract to sell the Premises to another buyer. This is
11. a backup Contract contingent upon cancellation of the prior contract. Seller retains the right to amend, extend,
12. or modify the prior contract. Upon cancellation of the prior contract, Seller shall promptly deliver written notice to
13. Buyer. Upon Buyer's receipt of written notice of cancellation of the prior contract, Buyer shall open escrow and
14. Buyer shall deposit any required earnest money. The date of Seller's written notice to Buyer shall be deemed
15. the date of Contract acceptance for purposes of all applicable Contract time periods. Buyer may cancel this
16. backup Contract any time prior to receipt of Seller's notice of cancellation of prior contract.

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

18. **SIGNATURE OF ABSENT BUYER SPOUSE OR CO-BUYER:** Signing Buyer shall within five (5) days or
19. _____ days of acceptance of this Contract obtain the signature of the absent buyer spouse or co-buyer on
20. 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)** _____ / _____ / _____ / _____
BUYER BUYER SELLER SELLER

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

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

26. **NON-REFUNDABLE EARNEST MONEY:** Buyer's earnest money shall be non-refundable unless Buyer elects
27. to cancel pursuant to the Due Diligence section of the Contract, the Contract is cancelled pursuant to the Risk
28. of Loss provision or escrow fails to close due to Seller's breach of contract. Buyer acknowledges that Buyer's
29. earnest money shall be non-refundable even if the Premise fail to appraise for the sales price or the loan
30. contingency is unfulfilled, unless otherwise prohibited by federal law.

31. **(BUYER'S AND SELLER'S INITIALS REQUIRED)** _____ / _____ / _____ / _____
BUYER BUYER SELLER SELLER

32. **WAIVER OF APPRAISAL:** Buyer agrees to waive the appraisal contingency pursuant to the Financing
33. section of the Contract. In the event that the Premises fail to appraise for at least the sales price, Buyer agrees
34. that Buyer's down payment shall be increased in an amount equal to the difference between the appraised
35. value and the purchase price.

36. **(BUYER'S AND SELLER'S INITIALS REQUIRED)** _____ / _____ / _____ / _____
BUYER BUYER SELLER SELLER

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