

# ADDITIONAL CLAUSE ADDENDUM

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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 Premises 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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37. ☐ **ALL CASH SALE APPRAISAL CONTINGENCY:** Buyer's obligation to complete this all cash sale is contingent  
38. upon an appraisal of the Premises for at least the purchase price. If the Premises fail to appraise for the  
39. purchase price, Buyer has five (5) days after notice of the appraised value, or twenty (20) days after Contract  
40. acceptance, whichever occurs first, to cancel this Contract and receive a return of the Earnest Money or the  
41. appraisal contingency shall be waived. In all cases, this appraisal contingency shall expire twenty (20) days after  
42. Contract acceptance, regardless of whether an appraisal has been ordered or received. Appraisal fee shall be  
43. paid by ☐ Buyer ☐ Seller ☐ Other: \_\_\_\_\_.

44. **(BUYER'S AND SELLER'S INITIALS REQUIRED)** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
BUYER BUYER SELLER SELLER

45. ☐ **SURVEY:** A survey shall be performed by a licensed surveyor within \_\_\_\_\_ days after Contract acceptance.  
46. Cost of the survey shall be paid by ☐ Buyer ☐ Seller ☐ Other: \_\_\_\_\_.  
47. The survey shall be performed in accordance with the Arizona State Board of Technical Registration's "Arizona  
48. Land Boundary Survey Minimum Standards."

49. Survey instructions are: ☐ A boundary survey and survey plat showing the corners either verified  
50. or monumentation.  
51. ☐ A survey certified by a licensed surveyor, acceptable to Buyer and the Title  
52. Company, in sufficient detail for an American Land Title Association ("ALTA")  
53. Owner's Policy of Title Insurance with boundary, encroachment or survey  
54. exceptions and showing all improvements, utility lines and easements on the  
55. Property or within five (5) feet thereof.  
56. ☐ Other survey terms: \_\_\_\_\_  
57. \_\_\_\_\_  
58. \_\_\_\_\_

59. Buyer shall have five (5) days after receipt of results of survey or map to provide notice of disapproval to Seller.

60. **(BUYER'S AND SELLER'S INITIALS REQUIRED)** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
BUYER BUYER SELLER SELLER

61. ☐ **TAX-DEFERRED EXCHANGE:** ☐ Seller ☐ Buyer intend to enter into a tax-deferred exchange pursuant to  
62. I.R.C. §1031 or otherwise. All additional costs in connection with any such tax-deferred exchange shall be  
63. borne by the party requesting the exchange. The non-requesting party agrees to cooperate in the tax-deferred  
64. exchange provided that the non-requesting party incurs no additional costs and COE is not delayed. The parties  
65. are advised to consult a professional tax advisor regarding the advisability of any such exchange. The non-  
66. requesting party and Broker(s) shall be indemnified and held harmless from any liability that may arise from  
67. participation in the tax-deferred exchange.

68. **(BUYER'S AND SELLER'S INITIALS REQUIRED)** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
BUYER BUYER SELLER SELLER

69. ☐ **WATER:** Arizona is undertaking General Stream Adjudications of both the Gila River and Little Colorado River  
70. systems, which are court proceedings to determine water rights. If the Premises/Property is affected by an  
71. Adjudication, the parties shall execute and file an Assignment of Statement of Claimant form and Buyer shall  
72. pay any associated filing fees. The Arizona Department of Water Resources and the *Arizona Department of*  
73. *Real Estate Buyer Advisory* provide sources of information on the court proceedings and other water availability  
74. or water quality issues. If water rights, availability or quality are a material matter to the Buyer, these issues must be  
75. investigated during the Inspection Period.

76. **(BUYER'S AND SELLER'S INITIALS REQUIRED)** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
BUYER BUYER SELLER SELLER

77. The undersigned agrees to the modified or additional terms and conditions contained herein and acknowledges a copy  
78. hereof.

79. \_\_\_\_\_  
^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

80. \_\_\_\_\_  
^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

**For Broker Use Only:**

Brokerage File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date \_\_\_\_\_  
MO/DA/YR

