

# ADDITIONAL CLAUSE ADDENDUM

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1. Buyer: \_\_\_\_\_
2. Seller: \_\_\_\_\_
3. Premises Address: \_\_\_\_\_
4. Date: \_\_\_\_\_

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

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

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

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

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

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

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

28. ☐ **NON-REFUNDABLE EARNEST MONEY:** Buyer's earnest money shall be non-refundable unless Buyer elects  
29. to cancel pursuant to Section 6 of the Contract, the Contract is cancelled pursuant to the Risk of Loss provision or  
30. escrow fails to close due to Seller's breach of contract. Buyer acknowledges that Buyer's earnest money shall  
31. be non-refundable even if the Premises fail to appraise for the sales price or the loan contingency is unfulfilled,  
32. unless otherwise prohibited by federal law.

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

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34. ☐ **APPRAISAL CONTINGENCY WAIVER:** Buyer agrees to waive the appraisal contingency pursuant to Section 2 of  
35. the Contract. In the event that the Premises fail to appraise for at least the sales price, Buyer agrees that Buyer's down  
36. payment shall be increased in an amount equal to the difference between the appraised value and the purchase price,  
37. unless otherwise prohibited by federal law.

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

39. ☐ **APPRAISAL SHORTFALL:** In the event the Premises fail to appraise for at least the purchase price in any  
40. appraisal required by lender, Buyer agrees that Buyer shall submit additional funds via U.S. currency or financing in an  
41. amount equal to the difference between the appraised value and the purchase price, provided that the difference does not  
42. exceed \$ \_\_\_\_\_. Buyer and Seller agree that if the difference between the appraised value and the purchase price  
43. exceeds the amount of money set forth on line 42, Seller is not obligated to lower the purchase price and Buyer has five (5)  
44. days after notice of the appraised value to cancel this Contract and receive a return of the Earnest Money or the appraisal  
45. contingency shall be waived, unless otherwise prohibited by federal law.

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

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

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

55. ☐ **WHOLESALE STATUS DISCLOSURE:** Arizona law requires that wholesalers disclose in writing their  
56. wholesale status prior to entering into a binding agreement. Wholesaler is disclosing their status  
57. as follows:

58. ☐ Wholesale Buyer: Seller is aware that Buyer is a wholesale buyer who may assign the contract to another person  
59. or entity.  
60. ☐ Wholesale Seller: Buyer is aware that Seller is a wholesale seller who holds an equitable interest in the property  
61. and may not be able to convey title to the property.

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

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

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

70. ☐ **OFFER INITIATED BY SELLER:** All previous offers and counter offers made by either Seller or Buyer are hereby  
71. rejected. The Terms of Acceptance Section of the Contract is removed in its entirety and replaced with:

72. **Terms of Acceptance:** This offer is initiated by Seller. The attached Contract signed by Seller dated \_\_\_\_\_  
73. will become a binding Contract when Buyer signs Section 8s of the Contract and all incorporated addenda and a signed  
74. copy is delivered in person, by mail, facsimile or electronic mail, and received by Broker named in Section 9a  
75. by \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m., Mountain Standard Time.  
76. Seller may withdraw this offer at any time prior to receipt of Buyer's signed acceptance. If no acceptance is received  
77. by this date and time, this offer shall be deemed withdrawn.

78. The signed copy of the Contract shall include Buyer's initials on all pages and sections where noted in the Contract,  
79. in this Additional Clause Addendum, and in any other incorporated addenda. However, the failure to initial any page  
80. or section of the Contract or incorporated addenda shall not affect the validity or terms of the Contract.

81. Buyer may respond to Seller's offer by: (i) accepting Seller's offer in the manner detailed above; (ii) rejecting Seller's  
82. offer; or (iii) making a counter offer to Seller. Buyer understands that once a counter offer is made, Buyer may no  
83. longer accept Seller's offer.

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

85. ☐ **UNREPRESENTED BUYER NOTICE:** Buyer is currently unrepresented by a Broker. Sections 8q and 8r of the  
86. Contract are removed. Buyer consents to delivery and receipt of notices and documents required or permitted by the  
87. Contract when: (i) delivered in person; (ii) sent via electronic mail to: \_\_\_\_\_;  
88. or (iii) sent by recognized overnight courier service, and addressed to Buyer as indicated in Section 8s.

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

90. ☐ **SURVEY:** A survey shall be performed by a licensed surveyor within \_\_\_\_\_ days after Contract acceptance.  
91. Cost of the survey shall be paid by ☐ Buyer ☐ Seller ☐ Other: \_\_\_\_\_.  
92. The survey shall be performed in accordance with the Arizona State Board of Technical Registration's "Arizona Land  
93. Boundary Survey Minimum Standards."  
94. Survey instructions are: ☐ A boundary survey and survey plat showing the corners either verified or monumentation.  
95. ☐ A survey certified by a licensed surveyor, acceptable to Buyer and the Title  
96. Company, in sufficient detail for an American Land Title Association ("ALTA")  
97. Owner's Policy of Title Insurance with boundary, encroachment or survey exceptions  
98. and showing all improvements, utility lines and easements on the Property or within  
99. five (5) feet thereof.  
100. ☐ Other survey terms: \_\_\_\_\_  
101. \_\_\_\_\_

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

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

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

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

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

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

115. \_\_\_\_\_  
^ 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