



**ADDENDUM FOR HOME SALE CONTINGENCY
AND "KICK OUT" CLAUSE**

This is an Addendum to the Offer To Purchase/ Purchase and Sale Agreement (*select one*), dated _____, _____, between _____ ("Seller") and _____ ("Buyer") (hereafter the "Agreement") regarding property described as _____ ("Premises").

In the event this Addendum conflicts with any provision in the Agreement, then this Addendum shall control.

Home Sale Contingency The BUYER'S obligation to purchase, pursuant to the Agreement, is contingent upon BUYER accepting an offer: (a) for sale of BUYER'S property located at _____

on or before 11:59 p.m. on _____, _____; (b) with closing of such sale scheduled on or before _____, _____. In the absence of acceptance by BUYER of a conforming offer by the date set forth in (a), above, BUYER may terminate this Agreement by delivering written notice of termination to SELLER. Upon delivery of notice of termination, this Agreement shall become null and void and all funds deposited by BUYER shall be returned promptly by SELLER. If notice of termination is not delivered by BUYER by the date and time set forth, BUYER shall be deemed to have waived this Home Sale Contingency. Time is of the essence.

"Kick Out" Clause Notwithstanding any other terms of this Agreement, SELLER shall have the right to continue to market SELLER'S property for sale. If SELLER receives an acceptable offer, SELLER may deliver to BUYER written notice of receipt of such an offer. Upon delivery of notice to BUYER, BUYER shall, within forty-eight (48) hours of SELLER'S delivery, provide written notice to SELLER of BUYER'S election to proceed with the purchase of SELLER'S property and an express waiver of BUYER'S Home Sale Contingency as well as waiver of a right to exercise any other contingency that results from BUYER'S failure to sell BUYER'S property. Should BUYER fail to deliver written notice of BUYER'S election to proceed with the purchase of SELLER'S property within the time set forth above: (1) this Agreement shall terminate without further notice; (2) SELLER shall have the right to sell the property to another purchaser; and, (3) all funds deposited by BUYER shall be returned promptly by SELLER. Time is of the essence.

BUYER

SELLER

BUYER

SELLER *or spouse*

DATE

DATE

