

BUYER CONTINGENCY 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 for the above referenced
6. Premises if marked by an "X" and initialed by Seller and Buyer. The terms and conditions of the Contract are included herein by reference.

7. **CONTINGENT ON ACCEPTED OFFER FOR BUYER'S PROPERTY:**

8. This Contract is contingent on Buyer accepting an offer to purchase ("Accepted Offer") Buyer's real property located
9. at: _____
10. ("Buyer's Property") and delivery of the Accepted Offer documents described on lines 50-55 to Seller for review within three (3) days of
11. execution of the Accepted Offer or by _____, whichever occurs first. Seller may, within five (5) days of receipt of
12. the Accepted Offer documents, cancel this Contract and all earnest money shall be returned to Buyer. Unless Seller cancels this
13. Contract within five (5) days of receipt of the Accepted Offer documents, this Contract shall become contingent on the closing of
14. the pending sale of Buyer's Property by _____.

15. **CANCELLATION OF ACCEPTED OFFER FOR BUYER'S PROPERTY:** If Buyer's Accepted Offer cancels for any reason,
16. Buyer shall deliver notice to Seller within three (3) days of Buyer's receipt of cancellation and provide evidence of cancellation.
17. Notice to Seller shall state Buyer's election to either:

18. 1. Immediately cancel this Contract and all Earnest Money shall be released to Buyer; **or**
19. 2. Proceed with the Contract by removing this Buyer Contingency and provide: (i) written documentation from Buyer's
20. Lender that Buyer can close escrow by the COE Date without the sale and closing of Buyer's Property; or if this is an all
21. cash sale (ii) evidence of Buyer's financial ability to close escrow by the COE Date without the sale and closing of Buyer's Property.
22. Should Buyer elect to proceed with this Contract, Seller and Buyer agree that all other contingencies shall remain.

23. **BUYER'S CONTINGENCY:** If Buyer fails to deliver Accepted Offer document to Seller within three (3) days of execution of the
24. Accepted Offer or by the date specified on line 11, whichever occurs first, this Contract shall be deemed cancelled and earnest
25. money shall be released to Buyer.

26. If Seller accepts a subsequent offer (Back-up Contract) to purchase the Premises before Buyer has delivered to Seller the Accepted
27. Offer documents, Seller may deliver written notice to Buyer. Upon receipt of Seller's notice, Buyer shall have five (5) days to deliver to
28. Seller a written notice to remove this Buyer Contingency. Such notice from Buyer shall include: (i) written documentation from Buyer's
29. Lender that Buyer can close escrow by the COE Date without the sale and closing of Buyer's Property; or if this is an all cash sale (ii)
30. evidence of Buyer's financial ability to close escrow by the COE Date without the sale and closing of Buyer's Property. If Buyer fails to
31. waive this Buyer Contingency, this Contract shall be deemed cancelled and earnest money shall be released to Buyer.
32. Should Buyer elect to proceed with this Contract, Seller and Buyer agree that all other contingencies shall remain.

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

34. **CONTINGENT ON THE CLOSING OF BUYER'S PROPERTY:**

35. Buyer has an Accepted Offer and this Contract is contingent on close of escrow ("Closing") on Buyer's real property located
36. at: _____
37. ("Buyer's Property") by _____.

38. The Accepted Offer documents described on lines 50 -55 are attached.

39. **CANCELLATION OF ACCEPTED OFFER FOR BUYER'S PROPERTY:** If Buyer's Accepted Offer cancels for any reason,
40. Buyer shall deliver notice to Seller within three (3) days of Buyer's receipt of cancellation and provide evidence of cancellation.
41. Notice to Seller shall state Buyer's election to either:

42. 1. Immediately cancel this Contract and all Earnest Money shall be released to Buyer; **or**
43. 2. Proceed with the Contract by removing this Buyer Contingency and provide: (i) written documentation from Buyer's
44. Lender that Buyer can close escrow by the COE Date without the sale and closing of Buyer's Property; or if this is an all cash
45. sale (ii) evidence of Buyer's financial ability to close escrow by the COE Date without the sale and closing of Buyer's Property.
46. Should Buyer elect to proceed with this Contract, Seller and Buyer agree that all other contingencies shall remain.

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47. **BUYER'S CONTINGENCY:** If Closing does not occur by the date specified on line 37, this Contract shall be deemed
48. cancelled and earnest money shall be released to Buyer.

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

50. **THE FOLLOWING TERMS APPLY TO EITHER CONTINGENCY AGREED TO ABOVE:**

51. Within the time specified in the applicable Section above, Buyer shall deliver the Accepted Offer documents to Seller, including a copy
52. of all purchase contract documents evidencing the sale, and:

53. a. _____ b. _____
54. c. _____ d. _____
55. e. _____ f. _____

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

57. ^ BUYER'S SIGNATURE _____ MO/DA/YR ^ BUYER'S SIGNATURE _____ MO/DA/YR

58. ^ 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

(Added February 2012)

