

CONTINGENCY ADDENDUM TO REAL ESTATE PURCHASE CONTRACT

ALLIANCE

1 Reference is made to a certain Real Estate Purchase Contract dated _____,
2 by and between _____, Buyer(s),
3 and _____, Seller(s), covering
4 the property commonly known as: _____.

5 The following terms are herein incorporated and made a part of the above referenced Contract:

6 This Contract is contingent upon the sale of Buyer's property at _____
7 to close on or before _____.

8 _____ business days prior to closing date on Contract, Buyer must provide to Seller or Seller's agent in writing, either a
9 removal of this contingency or a proposed extension of said contingency. Extension will be valid only upon acceptance by the
10 Seller. If the contingency is not removed or an extension is not agreed to by _____, 20_____, this Contract
11 will be null and void and the earnest money, less any costs incurred by the processing of this Contract will be returned to the
12 Buyer.

13 It is understood between the parties hereto, that the Seller will continue to show said property, and in the event of another
14 acceptable offer, the Seller or Seller's agent will contact Buyer or Buyer's agent by written notice providing _____ hours
15 remove the contingency (excluding Saturdays, Sundays, and legal holidays) from the Contract. Failure of the Buyer to remove
16 the contingency will cause this Contract to be canceled and of no further force and effect. Should Buyer successfully remove
17 this contingency, Buyer agrees to close within ____ days of removal.

18 Buyer shall be allowed to remove the contingency only if Buyer can comply with one or more of the following items:

- 19 A. Provide a copy of a valid sales agreement confirming the sale of the property. Where each sale is subject to
20 a loan, each Buyer shall furnish a pre-approval letter, based upon an acceptable credit report, completed by
21 a lending institution.
22 B. Provide a binding written commitment from any acceptable lending institution that buyer can finance the
23 purchase of Seller's home without the sale of Buyer's property.
24 C. Provide written verification of sufficient funds available independent of the sales of Buyer's home.

25 Upon a termination of this Contract by reason of Buyer's failure to timely satisfy or remove this contingency, Buyer's earnest
26 money will be refunded, less any costs or expenses incurred by Seller or Seller's agent, in preparation for a closing of this
27 Contract, including but not limited to title evidence, appraisal, credit report and survey.

28 For purposes of this addendum, notices shall be deemed given to Buyer or Buyer's agent at the time sent. Notices to Seller
29 shall be deemed given to Seller only upon actual receipt by Seller or Seller's agent. It is understood and agreed that this
30 provision creates a risk that Buyer's rights under this Contract may be terminated without actual notice to Buyer, but that such
31 risk is knowingly undertaken in order to protect Seller from losing a sale of the property due to Buyer's unavailability to
32 respond to notice.

33 All other terms of the Contract to which this Addendum refers remain in full force and effect as supplemented hereby.

34 _____
35 Buyer Date Seller Date

36 _____
37 Buyer Date Seller Date

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