



BUYER'S SALE CONTINGENCY
ADDENDUM/AMENDMENT TO
SCR310 or SCR300 or OTHER

1. BUYER'S PROPERTY: [Address, Description]:

Primary Residence Second Home Vacation Home Rental Land Commercial Other:
FSBO under contract attached under contract not attached listed by:

2. SALE CONTINGENCY: This Contract is contingent upon the marketing and closing of the sale of the Buyer's Property no later than calendar days prior to the Closing Date or on the Closing Date ("Buyer's Sale Deadline").

Should the sale of the Buyer's Property not close by the Buyer's Sale Deadline, Buyer may terminate this Contract by Notice to the Seller delivered no later than Calendar Days after the Buyer's Sale Deadline.

Should the sale of the Buyer's Property not close by the Buyer's Sale Deadline, Seller may terminate this Contract by Notice to the Buyer delivered no later than Calendar Days after the Buyer's Sale Deadline unless Parties agreed on any of these: Cash Buyer verifies possesses Purchase Price in USD Buyer's financing is not contingent upon selling Buyer's Property.

IF NO PARTY TERMINATES VIA SALE CONTINGENCY, PARTIES FOLLOW CONTRACT WITHOUT SALE CONTINGENCY.

3. BUYER'S PROPERTY DUTIES: Between this Contract's Effective Date and the Buyer's Sale Deadline, the Buyer shall:
A. Make only good faith efforts and actions to sell their Buyer's Property.
B. Timely inform Seller and Brokers of pertinent information regarding the sale of the Buyer's Property.
C. Timely direct brokers or law firms to disclose pertinent information regarding the sale of the Buyer's Property.
D. Within Calendar Days of contract, deliver to Seller and Brokers copy of each contract for the sale of Buyer's Property.
E. Within Calendar Days of closing, deliver to Seller and Brokers Notice that the Buyer's Property sale has closed.
IF BUYER DEFAULTS/BREACHES THESE DUTIES, SELLER MAY SEEK REMEDIES (E.G. TERMINATE, LITIGATION).

4. MARKETING AND SUBSEQUENT OFFERS: Seller may continue to market the Property and may accept any offer as a backup contract by using SCR391. [Note: MLS rules may require categorization of Seller's listing as other than "active."]

Upon Seller delivering Notice to Buyer of a subsequent offer from a cash buyer or a subsequent offer that does not contain a SCR504 or buyer's sale contingency, the Buyer shall within Calendar Days choose and comply with (a) or (b):

- (a) deliver documentation to Seller that Buyer's Property is under a contract of sale scheduled to close by the Buyer's Sales Deadline with no contingencies other than financing and repairs
or
(b) remove this sale contingency ONLY if closing of the Buyer's Property is not required for Buyer to obtain purchase money.

If Buyer does timely/properly comply with (a) or (b), then Buyer remains in primary/first contract position ahead of subsequent potential buyers; and Seller may only accept the subsequent offer as a backup contract using SCR391.

If Buyer does not timely/properly comply with (a) or (b), then either Party may terminate this Contract by Notice.

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties.

BUYER: Date: Time:
BUYER: Date: Time:
SELLER: Date: Time:
SELLER: Date: Time:

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