

**Contingency Addendum/Counter Offer**

This addendum becomes part of the Real Estate Purchase Contract dated \_\_\_/\_\_\_/\_\_\_\_\_, by and between

BUYER \_\_\_\_\_ and

SELLER \_\_\_\_\_

Property Address: \_\_\_\_\_

Date of Contingency Addendum \_\_\_/\_\_\_/\_\_\_\_\_, Time \_\_\_\_\_ AM/PM

This contract is contingent upon the sale and settlement of BUYER’S property located at :

\_\_\_\_\_ by \_\_\_/\_\_\_/\_\_\_\_\_.

During the period of this contingency, SELLER’S property shall remain on the market ‘For Sale.’ If another written offer, acceptable to the SELLER is received, BUYER shall be given \_\_\_\_\_ hours to remove this Contingency, with **written proof from Lender** that BUYER can qualify **without** said ‘Contingency Sale.’ Verbal, faxed or written notification to the BUYER or Agent dealing with the BUYER shall be deemed sufficient notice to the BUYER that another acceptable written offer has been received. Such notice shall state a time and date by which this contingency must be removed. If contingency is removed with **written proof provide by the Lender**, BUYER shall immediately deposit \$ \_\_\_\_\_ **non-refundable contingency removal funds** into escrow. Title Company will release these non-refundable funds to SELLER within 24 hours of receipt. **These funds will not be considered as earnest monies.**

In the event this contingency is not removed during the above-mentioned time period, then this contract shall become null and void and Escrow shall cancel and all Earnest Money will be refunded to BUYER.

Other terms and conditions to be included as part of the contract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BUYER \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_\_\_

BUYER \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_\_\_

SELLER \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_\_\_

SELLER \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_\_\_