



# BACKUP CONTRACT ADDENDUM

1 **SELLER:** \_\_\_\_\_

2  
3 **BUYER:** \_\_\_\_\_

4  
5 **PROPERTY:** \_\_\_\_\_

6  
7 **The terms contained in this Addendum are an integral part of the above referenced Residential Real Estate Sale Contract.**

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10 **1. CONDITIONS FOR BACKUP CONTRACT.** This Contract is conditioned upon the SELLER'S release from or  
11 the termination of a Primary Contract dated \_\_\_\_\_ between  
12 \_\_\_\_\_ as SELLER and  
13 \_\_\_\_\_ as BUYER  
14 on or before \_\_\_\_\_. (Print names; if not completed, BUYER names to  
15 be inserted by Licensee assisting the SELLER prior to presentation to SELLER.) In the event of the Primary  
16 Contract closing prior to a release or termination of Primary Contract, the Backup position of this Contract,  
17 and any additional Contracts, will be cancelled and the Earnest Money, if any, will be returned to BUYER  
18 subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

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20 **2. NOTIFICATION TO BUYER FROM SELLER.** Upon notification to BUYER from SELLER of release from or  
21 the termination of Primary Contract, BUYER and SELLER agree to execute, within \_\_\_\_ calendar days (five (5)  
22 days if left blank) of written notification to BUYER, the **BACKUP TO PRIMARY TERMS** (last section of this  
23 Addendum) to establish New Effective Date, New Closing Date and New Possession Date. The signatures on  
24 the **BACKUP TO PRIMARY TERMS** section signify that this Backup Contract becomes the new Primary  
25 Contract.

26  
27 If no agreement on new dates is reached within the timeframe above, then after expiration of the timeframe,  
28 either party may cancel by written notice to the other and the Earnest Money, if any, will be returned to  
29 BUYER subject to provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

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31 All time periods in this Contract shall begin on the first calendar date **after** the New Effective Date.

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33 **3. MODIFICATION OF PRIMARY CONTRACT.** Nothing herein will prevent SELLER from modifying the  
34 Primary Contract on said Property in any manner whatsoever in order to facilitate its Closing.

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36 **4. TERMINATION BY BUYER.** BUYER may cancel this Contract in writing, prior to written notification by  
37 SELLER or Licensee assisting SELLER that this Contract is now the Primary Contract. Upon such  
38 notification, this Contract will be cancelled and the Earnest Money, if any, will be subject to the Earnest  
39 Money and Additional Deposits paragraph of the Contract.

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41 **5. ADDITIONAL BACKUP CONTRACTS.** In the event there are additional Backup Contracts, the Backup  
42 Contract position number will determine the order in which any Contract becomes eligible to become a  
43 Primary Contract.

\_\_\_\_\_  
SELLER | SELLER Initials Initials BUYER | BUYER

44 6. **EARNEST MONEY AND ADDITIONAL DEPOSITS.** Earnest Money is not required until this contract  
45 becomes the Primary Contract.

46  
47 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL**  
48 **PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT**  
49 **UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

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SELLER \_\_\_\_\_ DATE \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_

**THIS BACKUP CONTRACT IS IN POSITION #\_\_\_\_\_.** (This blank must be completed upon **SELLERS** signature.)

**BACKUP TO PRIMARY TERMS  
(TO BE COMPLETED WHEN THIS CONTRACT BECOMES NEW PRIMARY CONTRACT)**

SELLER has been released from or terminated the Primary Contract and this Contract is now in effect.

Accordingly, the following new terms are hereby established:

- 1. **THE NEW EFFECTIVE DATE IS \_\_\_\_\_.**
- 2. **THE NEW CLOSING DATE IS ON OR BEFORE \_\_\_\_\_.**
- 3. **THE NEW POSSESSION DATE IS ON \_\_\_\_\_ at \_\_\_\_\_ o'clock, (if left blank, Possession will be 5:00 P.M. on the Closing Date.**

The signatures on this Addendum signify that this Backup Contract hereby becomes the new Primary Contract for the sale of the above Property.

SELLER \_\_\_\_\_ DATE \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_

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