



# PURCHASE PRICE ESCALATION ADDENDUM

**THIS ADDENDUM IS FOR USE AS AN ATTACHMENT TO AN OFFER OR COUNTER OFFER DURING NEGOTIATIONS. IT IS NOT INTENDED FOR USE AS AN AMENDMENT TO AN EXISTING CONTRACT.**

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

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

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

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7 1. If, prior to SELLER’S acceptance of BUYER’S offer to purchase, SELLER received another bona  
8 fide offer to purchase the property (“Competing Offer”), with terms acceptable to SELLER and a Net  
9 Purchase Price (the Purchase Price less any identified expenses or costs to be paid by SELLER)  
10 higher than the Net Purchase Price offered by BUYER, BUYER agrees that the Purchase Price of  
11 BUYER’S offer is increased so that the Net Purchase Price is \$\_\_\_\_\_ higher than the Net  
12 Purchase Price in the Competing Offer(s), up to a Maximum Purchase Price of \$\_\_\_\_\_. If  
13 one or more Competing Offers include similar price escalation terms, this automatic increase will be  
14 applied to the maximum escalated sales price of the highest competing escalation terms, not to  
15 exceed the Maximum Purchase Price stated above.

16  
17 2. BUYER acknowledges and affirms that either through financing or BUYER’S own cash, BUYER is  
18 qualified, willing and able to purchase the Property with a sales price up to the Maximum Purchase  
19 Price set forth in this Addendum. BUYER agrees to provide a pre-approval letter and/or proof of  
20 funds sufficient to meet the terms of this Purchase Price Escalation Addendum.

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22 3. In the event SELLER agrees to a sales price within the terms of this Addendum and up to the  
23 Maximum Purchase Price, BUYER and SELLER agree to execute a Counter Offer setting forth the  
24 new sales price and terms.

25  
26 4. BUYER may request a copy of Competing Offer from SELLER. BUYER’S signature on Counter  
27 Offer acknowledges satisfaction of BUYER’S request. Licensee Assisting Seller will remove  
28 personally identifying information of the other prospective purchaser(s) but may not remove any  
29 financial terms, including the Purchase Price or any expenses or costs to be paid by SELLER.

30

31 **CAREFULLY READ BEFORE SIGNING.**

32 **WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF LEGALLY BINDING**  
33 **CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

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37 \_\_\_\_\_ **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_ **BUYER** \_\_\_\_\_ **DATE**

38

39 \_\_\_\_\_ **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_ **BUYER** \_\_\_\_\_ **DATE**

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