

**BUYER NOTICE TO SELLER
ACCEPTANCE/DENIAL OF WAIVER
TO SUBJECT-TO-SALE
CONTINGENCY**

Seller: _____

Buyer: _____

Address of Property being purchased:

Address

City

State

ZIP Date of Purchase Contract: _____

BUYER's Reply to Seller's Notification to Buyer — ECIMLS Form ECIAR 2B (Select One):

☐ **Buyer agrees** to remove the Subject-To-Sale Contingency and will promptly submit written documentation demonstrating their financial ability to complete the purchase of the property. All other provisions and conditions outlined in the Real Estate Offer will remain unchanged.

☐ **Buyer declines** to remove the Subject-To-Sale Contingency, resulting in the termination of the Purchase Agreement and the return of the earnest money to the Buyer.

Buyer

Date: ____/____/____

Buyer

To be considered valid, this waiver must be signed and submitted to the Listing Agent, or, if the Listing Agent is unavailable, to the Listing Agent's Broker or a licensed individual designated by the Broker. If the waiver is not signed and returned within the specified time frame, it will be considered as the Buyer's decision to NOT waive the Subject-To-Sale Contingency, resulting in the termination of the Purchase Agreement and the return of the earnest money to the Buyer.

RECEIPT

The Seller or Seller's Agent confirms receipt of the above notice.

Seller

Seller

Seller Agent or Seller Broker

Date: ____/____/____

THIS AGREEMENT IS LEGALLY ENFORCEABLE.

If you do not fully understand it, seek advice from an attorney of your choosing.