Comprehensive Rider to the Residential Contract for Sale and Purchase

This form has been approved by the Florida Bar

If signed by all parties, the clauses below will become part of the Florida Bar Residential Contract for Sale and Purchase between ___________________________ (SELLER) and ___________________________ (BUYER) for the property described as ____.

Buyer's Initials ______ ______ ______ Seller's Initials ______ ______ ______

X. KICK-OUT CLAUSE

The Seller may continue to show the property and accept legitimate back-up offers from other buyers, which are subject to the cancellation of this primary Contract. If a back-up contract is accepted, the Seller must provide the Buyer with a copy of that contract, with the other buyer's identity and purchase price concealed.

To keep this primary Contract active, the Buyer must submit an additional deposit of $________ to the Escrow Agent within 3 days of receiving the back-up contract. By making this deposit within the 3-day period, the Buyer waives all contingencies related to financing and the sale of the Buyer's current property, and both parties agree to close on the Closing Date.

This additional deposit will be applied to the Buyer at Closing. If the Buyer does not make the required deposit within the specified time, the primary Contract will automatically terminate, the Buyer will be refunded the Deposit, and both Buyer and Seller will be released from any further obligations under this Contract.