

Contingency for Sale of Buyer's Existing Property

This document has legal consequences. If you do not understand it, consult your attorney.

All terms defined in the Contract are applicable to this Contingency for Sale of Buyer's Existing Property ("**Rider**"). Unless explicitly amended by this Rider, the provisions of the Contract remain fully effective. In case of any conflict between the terms of this Rider and those in the Contract, the terms of this Rider shall take precedence.

This Rider is incorporated into and becomes a part of the Contract for the Property located at:

_____	_____	MO	_____	_____
Street Address	City		Zip Code	County

The Buyer's obligations under this Agreement are dependent on the successful sale and closing of the Buyer's current property located at (Insert Address): _____ (the "**Existing Property**"), on or before _____, 20____ (the "**Existing Property Closing Deadline**"). Buyer agrees to notify Seller when the Existing Property is under contract for sale, provided the scheduled closing is on or before this Contract's Closing Date and the contract does not include a contingency for the sale of another property (referred to as the '**Existing Property Sale Notice**'). After the Buyer delivers this notice, the Contract will remain subject to the successful closing of the Existing Property. **Note:** MSC-2021N 'Existing Property Sale/Kick-Out Notice' (Part A) may be used for this notification. If the Buyer's Existing Property does not successfully close by the Existing Property Closing Deadline, and the failure is not due to any fault of the Buyer, this Contract will automatically be terminated. In such an event, the Earnest Money shall be refunded to the Buyer, in accordance with Section 8 of the Contract.

Until the Buyer provides the Existing Property Sale Notice, the Seller reserves the right to terminate this Contract by delivering notice to the Buyer _____ hours' (72 if none stated) prior Notice ("**Seller's 'Kick-Out' Notice**"). **Note:** MSC-2021N (Part B) may be used for this notification. The specified time period will begin once the Seller's Kick-Out Notice is delivered. This Contract will automatically terminate unless, within that designated period, the Buyer delivers written notice to the Seller ("**Buyer's Kick-Out Response & Waiver**") stating their intention to proceed with the purchase of the Property, regardless of whether the Buyer's Existing Property has closed. **Note:** MSC-2021N (Part C) may be used for this notification.

If the Buyer waives this contingency as described above, they are required to complete the purchase on the agreed Closing Date, even if their Existing Property does not close. Furthermore, the Buyer may not later cancel this Contract due to a loan commitment that depends on the sale or closing of their Existing Property.

The timelines outlined in paragraphs 5, 6, and 7 of Contract shall commence on the earlier of the following: **(a)** the date the Buyer enters into a contract to sell their Existing Property, or **(b)** the date the Buyer provides Notice to the Seller waiving this contingency.

☐ Mark this box if more signatures are required and include the Additional Signature Page (MSC-5070).

_____	_____	_____	_____
BUYER	Date	SELLER	Date
Print Name: _____		Print Name: _____	

_____	_____	_____	_____
BUYER	Date	SELLER	Date
Print Name: _____		Print Name: _____	