

**AGREEMENT TO AMEND CONTRACT**  
**(Amendment # \_\_\_\_\_)**

**WARNING:** A COPY OF THIS AMENDMENT MUST BE PROVIDED TO ALL PARTIES, INCLUDING ANY LENDER AND SETTLEMENT AGENT.

\_\_\_\_\_, as Buyer, and  
\_\_\_\_\_, as Seller,  
have entered into a contract under the Offer to Purchase and Contract (form 2-T) or the Offer to Purchase and Contract - Vacant  
Lot/Land (form 12-T) ("Contract") for the purchase and sale of the following property (insert property address): **1112 Cherry Dr.,**  
\_\_\_\_\_  
\_\_\_\_\_ ("Property").

**Buyer and Seller hereby agree to amend the Contract as set forth below [check applicable box(es)]:**

☐ **Additional Buyer.** By signing this amendment, (insert name only) \_\_\_\_\_ is  
has been added to the Contract as an additional buyer and will be included in the definition of "Buyer" in the Contract. The additional  
buyer identified in this paragraph agrees to be bound by all existing terms of the Contract, including any amendments or addenda, and  
is entitled to all rights and privileges granted to the Buyer under the Contract. Any party currently named as Buyer in the Contract will  
remain fully obligated and is not released from the Contract by the Seller. This amendment will only be effective if signed by all  
parties to the Contract, as well as the additional buyer named above.

☐ **Purchase Price.** The Purchase Price is hereby changed from: \$ \_\_\_\_\_ to: \$ \_\_\_\_\_.

☐ **(Additional) Earnest Money.** The (Additional) Earnest Money Deposit is hereby changed from: \$ \_\_\_\_\_  
to: \$ \_\_\_\_\_.

☐ **(Additional) Earnest Money Deposit Date:** The date by which the (Additional) Earnest Money Deposit must be paid to the  
Escrow Agent is hereby extended to 5:00 p.m. on: \_\_\_\_\_.

☐ **Due Diligence Fee.** The Due Diligence Fee paid to Seller is hereby changed from: \$ \_\_\_\_\_ to: \$ \_\_\_\_\_.

☐ **Due Diligence Period.** The expiration date of the Due Diligence Period is hereby extended to 5:00 p.m. on  
\_\_\_\_\_, ***TIME IS OF THE ESSENCE.***

☐ **Escrow Agent.** The Escrow Agent is hereby changed to: \_\_\_\_\_,  
("The successor Escrow Agent and the Escrow Agent named in the Contract are hereby authorized and directed by the parties to  
release the Earnest Money Deposit in the amount of \$ \_\_\_\_\_ to the Successor Escrow Agent.

**ACKNOWLEDGMENT OF RECEIPT OF EARNEST MONEY DEPOSIT**

The Successor Escrow Agent hereby acknowledges receipt of the Earnest Money Deposit and agrees to  
hold and disburse it in accordance with the terms of the Contract.

\_\_\_\_\_  
Signature of Successor Escrow Agent

Date \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

**This form jointly approved by:**

**My State MLS Real Property Section**

**My State MLS of REAL ESTATE®, Inc.**

Buyer initials: \_\_\_\_\_ Seller initials: \_\_\_\_\_

☐ **Settlement Date.** The Settlement Date is hereby changed to: \_\_\_\_\_.  
☐ (check only if the following also will apply) The Delay in Settlement/Closing paragraph in the Contract is hereby amended solely to change the permitted time for which a Delaying Party may delay completing Settlement and Closing from seven (7) days to four (4) days.

☐ **Expenses.** The amount the Seller shall pay at Settlement toward the Buyer's expenses associated with the purchase of the Property is hereby changed from [insert original amount] to: \$ \_\_\_\_\_ to: \$ \_\_\_\_\_.

☐ **Home Warranty.** The Home Warranty paragraph of the Contract is hereby amended to provide as follows:  
☐ No home warranty is to be provided by Seller.  
☐ Buyer may obtain a one-year home warranty at a cost not to exceed \$ \_\_\_\_\_ which includes sales tax and Seller agrees to pay for it at Settlement.

All terms and conditions of the Contract not expressly amended herein shall remain in full force and effect.

MY STATE MLS MAKES NO GUARANTEE REGARDING THE LEGAL VALIDITY OR SUITABILITY OF ANY PROVISION OF THIS FORM FOR ANY PARTICULAR TRANSACTION.

Buyer: \_\_\_\_\_ Date \_\_\_\_\_ Seller: \_\_\_\_\_ Date \_\_\_\_\_

Buyer: \_\_\_\_\_ Date \_\_\_\_\_ Seller: \_\_\_\_\_ Date \_\_\_\_\_

Entity Buyer

\_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Entity Seller:

\_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_