

SUBJECT-TO-SALE ADDENDUM

Seller: _____

Buyer: _____

Address of Property Being Purchased:

Address _____ City _____ State _____ ZIP _____

Date of Offer for Real Estate: _____
 This purchase agreement is subject to the sale of the Buyer's receiving an accepted offer on the property located at:

Address _____ City _____ State _____ ZIP _____

on or before. **The Buyer(s) agree to publicly market their property for sale within _____ days of acceptance of this offer** ☐ [] listing with a licensed real estate agent or ☐ [] _____.

The Seller retains the right to keep the property listed for sale until this contingency is removed.

1. If the Buyer receives an accepted offer before the specified date (excluding an accepted Subject to Sale offer), the Buyer must promptly inform the Seller in writing of the accepted offer using Form ECIAR 2A. All other terms of the Purchase Agreement will remain unchanged.
2. In If the Seller has received a conditionally accepted Purchase Agreement, the Seller must notify the Buyer or the Buyer's Agent in writing using Form ECIAR 2B, indicating that the Buyer has until **11:59 P.M. CT** _____ calendar days from receiving the notice to remove the contingency. If the Buyer has no calendar days to remove the contingency (i.e., 0 days), the Seller must inform the Buyer or Buyer's Agent in writing using Form ECIAR 2B that the Purchase Agreement is immediately terminated, and the earnest money will be refunded to the Buyer. **If the "0 calendar days" option is selected, Options 2a and 2b will not apply.**
 - a. ☐ The Buyer will have the opportunity to obtain an accepted offer on their property within the timeframe specified above. The Buyer must respond to the Seller in writing using either Form ECIAR 2A or Form ECIAR 2D by the indicated deadline, or the Purchase Agreement will be considered terminated, and the earnest money will be refunded to the Buyer.

Initials:

Seller

Seller

Buyer

Buyer

- b. ☐ The Buyer will not have the chance to secure an accepted offer on their property and submit Form ECIAR 2A within the time frame specified above. The Buyer's response to the Seller must be made in writing using Form ECIAR 2D by the stated deadline, or the Purchase Agreement will be terminated, and the earnest money will be refunded to the Buyer. If the Buyer decides to remove this contingency, they acknowledge and agree that they must provide the Seller with written proof of their financial ability to proceed with the purchase, and as a result, this Purchase Agreement will no longer be dependent on the successful sale of the Buyer's property.

Initials:

Seller

Seller

Buyer

Buyer

3. If the Buyer decides to remove the contingency without having sold their property, the Buyer must promptly notify the Seller in writing using Form ECIAR 2C. Additionally, the Buyer must provide the Seller with written evidence that they

are financially capable of proceeding with the purchase of the property.

Any notice required by this Addendum will be considered properly served when delivered directly to the Seller or the Seller's agent (for notices intended for the Seller), or directly to the Buyer or the Buyer's agent (for notices intended for the Buyer). Notices may also be delivered using any method outlined in the Purchase Contract.

Buyer	Buyer

Date	
Seller	
Date	
Seller	

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Agent_

Date	
Agent	

Date_

THIS IS A LEGALLY BINDING CONTRACT.
If not understood, consult with the lawyer of your choice.