



PRICE ESCALATION NOTICE

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[Not Intended to be a Binding Real Estate Contract or Addendum]



1 This Price Escalation Notice ("**Notice**") is made a part of and incorporated into that certain real estate offer made by
2 _____ ("**Buyer**") and delivered to
3 _____ ("**Seller**")
4 dated _____ ("**Offer**") for the purchase and sale of the property commonly known as
5 _____ ("**Property**").

6 Whereas Buyer submitted an Offer at a price of \$ _____ ("**Purchase Price**")

7 1. In the event that Seller receives a Competing Offer (as defined below) at a price greater than the Purchase
8 Price, the Purchase Price of Buyer's Offer shall be deemed to have automatically increased by
9 \$ _____ over the highest Competing Offer ("**Escalated Purchase Price**") to a maximum price of
10 \$ _____ ("**Maximum Purchase Price**").

11 2. A "**Competing Offer**" is defined as, and must be, as follows: (i) a bona fide, arm's length, written offer; (ii) a
12 written offer that contains all the material terms necessary for an enforceable agreement under the law of
13 the jurisdiction where the Property is located; (iii) a written offer that proposes to require the full purchase
14 price to be paid by a buyer in good faith at closing; (iv) a written offer that provides for a closing no later than
15 _____ days (if left blank, then 60 days) from the date of acceptance; and (v) is a written offer that is not
16 contingent on the sale of a buyer's property.

17 3. Upon acceptance of the Escalated Purchase Price: (i) Seller shall provide a copy of the Competing Offer to
18 Buyer; and (ii) Buyer and Seller shall update the contract for the Property to reflect the Escalated Purchase
19 Price.

20 4. This Notice shall remain effective unless the Offer has: (i) been previously rescinded by Buyer; (ii) expired or
21 terminated pursuant to its terms; or (iii) Seller has previously rejected the Offer.

22 Buyer: _____
23 Date

24 Buyer: _____
25 Date