



PRIOR CONTRACT TERMINATION CONTINGENCY RIDER

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This Contract is Intended to be a Binding Real Estate contract.



1 This Prior Contract Termination Contingency Rider ("**Rider**") is made a part of and incorporated into the certain real estate contract between
 2 _____ ("**Buyer**") and _____ ("**Seller**")
 3 for the purchase and sale of the real estate ("**Contract**") known as:
 4 _____ ("**Property**").

- 5 1. **EFFECT OF RIDER.** Except as modified by this Rider, all of the terms and conditions contained in the Contract remain in full
 6 force and effect. In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of
 7 the Contract, the terms and conditions of this Rider shall prevail. Capitalized terms used but not defined in this Rider shall
 8 have the meanings given to them in the Contract.
- 9 2. **EARNEST MONEY DEPOSIT.** Buyer shall deposit any Earnest Money in accordance with the terms and deadlines of the
 10 Contract.
- 11 3. **PRIOR CONTRACT TERMINATION TERMS.** Choose from option a or b below:

- 12 a. **Seller Subject to Prior Contract.** This Contract is contingent upon Seller's termination of a prior contract with
 13 another buyer for the Property ("**Prior Contract**") on or before _____ ("**Contingency**
 14 **Deadline**"). If Seller's Prior Contract is terminated on or before the Contingency Deadline, Seller shall notify Buyer
 15 of the termination within 1 Business Day ("**Prior Contract Termination Notice**").

16 Check one of the following:

- 17 i. Seller's Prior Contract **is not subject** to a home sale/home close contingency. The Parties agree that
 18 except for as stated in Paragraph 2 of this Rider, any other deadline, contingency, or obligation for Buyer
 19 to perform under this Contract shall not be measured from the Acceptance Date of the Contract but shall
 20 be measured from the date in which Seller transmits the Prior Contract Termination Notice to Buyer.
- 21 ii. Seller's Prior Contract **is subject** to a home sale/home close contingency. The Parties agree that any
 22 deadline, contingency, or obligation for Buyer to perform under the Contract shall be measured from
 23 the Acceptance Date of the Contract. If Seller, under the terms of the Prior Contract, is required to notify
 24 the buyer of the Prior Contract that Seller has received another bona fide offer for the Property, such
 25 notice from Seller to the buyer of the Prior Contract shall not be transmitted until the Attorney
 26 Modification and Inspection provisions of this Contract have expired, been satisfied, or waived.

27 **Seller shall not execute a subsequent purchase and sale contract for the Property with any party other than**
 28 **Buyer that would be superior to this Contract prior to the Contingency Deadline. Nothing in this Rider requires**
 29 **or authorizes Seller to breach Seller's Prior Contract. Seller shall follow lawful procedures to terminate Seller's**
 30 **Prior Contract.**

- 31 b. **Buyer Subject to Prior Contract.** This Contract is contingent upon Buyer's termination of a prior contract with
 32 another seller for the purchase and sale of other real estate ("**Prior Contract**") on or before
 33 _____ ("**Contingency Deadline**"). If Buyer's Prior Contract is terminated on or before the
 34 Contingency Deadline, Buyer shall notify Seller of such within 1 Business Day ("**Prior Contract Termination**
 35 **Notice**").

36 The Parties agree that that except for as stated in Paragraph 2 of this Rider, any other deadline, contingency, or
 37 obligation for Buyer to perform under the Contract shall not be measured from the Acceptance Date of the Contract
 38 but shall be measured from the date in which Buyer transmits the Prior Contract Termination Notice to Seller.

39 4. **AUTOMATIC TERMINATION AND RETURN OF EARNEST MONEY.** If Seller or Buyer does not deliver Prior Contract
40 Termination Notice to the other party that the Prior Contract has been terminated on or before the Contingency Deadline,
41 the CONTRACT SHALL AUTOMATICALLY BECOME NULL AND VOID AND OF NO FURTHER FORCE AND EFFECT ON THE
42 CONTINGENCY DEADLINE AND THE EARNEST MONEY, INCLUDING ALL INTEREST ACCRUED THEREON, IF ANY, SHALL BE
43 RETURNED TO BUYER.

44 **Buyer(s) Signature:**

Seller(s) Signature:

45 _____
46 Date

_____ Date

47 _____
48 Date

_____ Date