



RIDER 17
HOMEOWNER'S INSURANCE CONTINGENCY CLAUSE
This Contract is Intended to be a Binding Real Estate Contract
 Rev. 01/2012



1 This Homeowner's Insurance Contingency Clause Rider ("**Rider**") is made a part of and incorporated
 2 into that certain real estate contract between _____ ("**Buyer**")
 3 and _____ ("**Seller**") dated _____,
 4 20____ ("**Contract**") for the purchase and sale of the real estate commonly known as:
 5 _____ ("**Property**").
 6 (address) (unit #) (city) (state) (zip)

7 **I.** Except as modified by this Rider, all of the terms and conditions contained in the Contract
 8 remain in full force and effect. In the event of any conflict between the terms and conditions of this
 9 Rider and the terms and conditions of the Contract, the terms and conditions of this Rider shall
 10 prevail. Capitalized terms used and not defined in this Rider shall have the meaning given to such
 11 terms in the Contract.

12 **II.** Seller covenants and agrees, at Seller's sole cost and expense, to obtain (by calling
 13 ChoicePoint's Consumer Disclosure Center at 1-800-456-6004 or by ordering online at
 14 www.choicetrust.com) and deliver to Buyer on or prior to _____, 20____ ("**Report**
 15 **Delivery Deadline**") a Comprehensive Loss Underwriting Exchange report on the Property ("**CLUE**
 16 **Report**").

17 **III.** If Seller fails to deliver the CLUE Report on or prior to the Report Delivery Deadline or if the
 18 CLUE Report discloses an adverse claim history, as determined by Buyer or Buyer's insurance agent,
 19 then Buyer may elect to terminate the Contract by providing written notice to Seller within ____ days
 20 ("**Disapproval Period**") after the earlier of (a) Buyer's receipt of the CLUE Report or (b) the Report
 21 Delivery Deadline, in which event the CONTRACT SHALL BECOME NULL AND VOID AND OF NO
 22 FURTHER FORCE AND EFFECT AND THE EARNEST MONEY, INCLUDING ALL INTEREST
 23 ACCRUED THEREON, IF ANY, SHALL BE RETURNED TO BUYER. If Buyer does not deliver
 24 written notice terminating the Contract on or prior to the last day of the Disapproval Period, then
 25 Buyer's right to terminate the Contract under this provision shall be deemed waived and the Contract
 26 shall remain in full force and effect.
 27

28 _____
 Buyer's Signature Date Seller's Signature Date
 29 _____
 Buyer's Signature Date Seller's Signature Date