



**RIDER 6**  
**1031 EXCHANGE CONTINGENCY**  
**This Contract is Intended to be a Binding Real Estate Contract**  
 Rev. 01/2012



1 This 1031 Exchange Contingency Rider ("**Rider**") is made a part of and incorporated into that certain  
 2 real estate contract between \_\_\_\_\_ ("**Buyer**") and  
 3 \_\_\_\_\_ ("**Seller**") dated \_\_\_\_\_,  
 4 20\_\_\_\_ ("**Contract**") for the purchase and sale of the property 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.** Buyer and Seller acknowledge and agree that Seller desires to convey the Property as part of a  
 13 like-kind exchange pursuant to Internal Revenue Code Section 1031 ("**1031 Exchange**"). Buyer  
 14 agrees to cooperate fully with Seller and Seller's "qualified intermediary" (as contemplated pursuant to  
 15 applicable U.S. Treasury Regulations), including executing any required documentation, at no  
 16 additional cost or expense to Buyer, to facilitate Seller's 1031 Exchange.

17 **III.** The Contract is contingent upon Seller securing a signed purchase and sale contract for  
 18 replacement property for Seller's 1031 exchange ("**Replacement Contract**") on or before \_\_\_\_\_,  
 19 20\_\_\_\_ ("**Contingency Date**"), which provides for a closing date on or prior to  
 20 \_\_\_\_\_, 20\_\_\_\_.

21 **IV.** If Seller notifies Buyer in writing on or prior to the Contingency Date that Seller is unable to  
 22 secure a signed Replacement Contract, then the Contract shall automatically become null and void  
 23 and of no further force and effect and the Earnest Money and all interest accrued thereon, if any, shall  
 24 be returned to Buyer. **IF SELLER FAILS TO NOTIFY BUYER IN WRITING ON OR PRIOR TO THE**  
 25 **CONTINGENCY DATE THAT SELLER HAS NOT SECURED A REPLACEMENT CONTRACT,**  
 26 **THEN IT SHALL BE CONCLUSIVELY PRESUMED THAT SELLER AGREES TO SELL THE**  
 27 **PROPERTY TO BUYER REGARDLESS OF WHETHER SELLER SECURES A REPLACEMENT**  
 28 **CONTRACT AND THIS PROVISION SHALL BE DEEMED WAIVED.**

29 \_\_\_\_\_  
 30 Buyer's Signature Date Seller's Signature Date

31 \_\_\_\_\_  
 32 Buyer's Signature Date Seller's Signature Date