CHICAGO ASSOCIATION OF REALTORS®
Rider 4 – Buyer's Real Estate Sale & Closing Contingency
This Contract is Intended to be a Binding Real Estate Contract
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1 This Buyer's Real Estate Sale and Closing Contingency Rider ("**Rider**") is made a part of and incorporated into that certain
2 real estate contract between _____ ("**Buyer**") and
3 _____ ("**Seller**") dated _____,20____ ("**Contract**")
4 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 remain in full force and
8 effect. In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of the
9 Contract, the terms and conditions of this Rider shall prevail. Capitalized terms used in this Rider and not defined shall have
10 the meaning ascribed to such terms in the Contract.

11 **II.**   The Contract is contingent upon the sale and closing of Buyer's real estate ("**Real Estate Sale and Closing**
12 **Contingency**") located at: _____("**Buyer's Property**") on or
13 before _____, 20___ ("**Contingency Date**"). Buyer makes the following representations:

14   1) Buyer [*check one*] ☐ [has] ☐ [has not] entered into a contract to sell Buyer's Property. If Buyer has entered into
15   a contract to sell Buyer's Property, that contract:
16   a) [*check one*] ☐ [is] ☐ [is not] subject to a mortgage contingency.
17   b) [*check one*] ☐ [is] ☐ [is not] subject to a Real Estate Sale and/or Closing Contingency.
18   2) Buyer [*check one*] ☐ [has] ☐ [has not] listed Buyer's Property for sale with a licensed real estate broker and in a
19   local multiple listing service. If Buyer's Property is not listed for sale with a licensed real estate broker and in a local
20   multiple listing service, Buyer shall list real estate for sale with a licensed real estate broker who will place it in a
21   local multiple listing service within _____ Business Days after Date of Acceptance.
22   [*For information only*]
23   Broker: _____E-mail: _____Phone: _____

24 **III.**   If Buyer notifies Seller in writing on or prior to the Contingency Date that Buyer is unable to close the sale of Buyer's
25 Property, then the Contract shall automatically, at Buyer's option, become null and void and of no further force and effect
26 and the Earnest Money and all interest accrued thereon, if any, shall be returned to Buyer. If Buyer fails to notify Seller in
27 writing on or prior to the Contingency Date that Buyer has not closed the sale of Buyer's Property, then it shall be
28 conclusively presumed that Buyer the Real Estate Sale and Closing Contingency shall be deemed waived.

29 **IV.**   Buyer acknowledges and agrees that Seller may continue to market the Property prior to the Contingency Date. In
30 the event Seller receives a bona fide offer to purchase the Property which Seller deems acceptable, at Seller's sole
31 discretion, then Seller shall notify Buyer of such offer in writing ("**Seller's Offer Notice**"). Buyer shall have _____ hours after
32 receipt of Seller's Offer Notice ("**Response Deadline**") to notify Seller in writing that Buyer agrees to remove the Real Estate
33 Sale and Closing Contingency, in which event the Contract shall remain in full force and effect and the Real Estate Sale and
34 Closing Contingency shall be deemed waived. If Buyer fails to respond to Seller's Offer Notice on or prior to the Response
35 Deadline or if Buyer notifies Seller in writing that Buyer does not agree to remove the Real Estate Sale and Closing
36 Contingency on or prior to the Response Deadline, then the Contract shall automatically become null and void and of no
37 further force and effect on the Response Deadline and the Earnest Money, including all interest accrued thereon, if any,
38 shall be returned to the Buyer.

39 _____   _____
40 Seller   Date   Buyer   Date

41 _____   _____
42 Seller   Date   Buyer   Date