

CONTINGENCY SALE AGREEMENT

The contract is contingent upon Buyer's receipt of the proceeds from the sale of Buyer's property at:

Buyer and Seller hereby agree that either:

Seller shall continue to construct the home on the property identified in the Builder's New Home Sales Contract. If this contingency has not been removed 30 days prior to completion of construction, seller reserves the right to market the property. If Seller accepts a written offer to sell the Property, Seller shall notify buyer (1) of such acceptance **AND** (2) that Seller requires Buyer to waive the Contingency. Buyer must waive the Contingency by 5:00 p.m. on the _____ day after delivery of Seller's notice to Buyer; otherwise the contract will terminate automatically and the builder deposit will be refunded to Buyer.

Date: _____, 20____

Builder

By: _____
Name: _____
Title: _____

Buyer

Printed Name: _____

Printed Name: _____