



RIDER 4
BUYER'S SALE / CLOSING CONTINGENCY
Rev. 01/2008



This Buyer's Sale / Closing Contingency Rider ("**Rider**") is made a part of and incorporated into that certain real estate contract between _____ ("**Buyer**") and _____ ("**Seller**") on _____, 20____ ("**Contract**") for the purchase and sale of the property commonly known as _____ ("**Property**").

(address) (unit #) (city) (state) (zip)

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

II. The Contract is contingent upon Buyer (*strike one*) **securing a signed sales contract on / closing the sale of:** _____ ("**Buyer's** _____ (*address*) _____ (*unit #*) _____ (*city*) _____ (*state*) _____ (*zip*) **Property**") on or prior to _____, 20____ ("**Contingency Date**"), which provides for a closing date on or prior to the Closing Date set forth in the Contract. (*Strike any of the following sentences which do not apply*). Buyer (*strike one*) **has /has not** entered into a contract for the sale of Buyer's Property. Buyer (*strike one*) **has /has not** listed Buyer's Property with a licensed real estate broker. If Buyer has not already listed Buyer's Property, Buyer will list Buyer's Property with a licensed real estate broker within _____ days after the date Buyer executes this Rider. Buyer's Property must remain listed through the earlier of (a) the date Buyer secures a signed sales contract and (b) the Contingency Date.

III. If Buyer notifies Seller in writing on or prior to the Contingency Date that Buyer is unable to (*strike one*) **secure a signed sales contract for / close the sale of** Buyer's Property, then the Contract shall automatically become null and void and of no further force and effect and the Earnest Money and all interest accrued thereon, if any, shall be returned to Buyer. IF BUYER FAILS TO NOTIFY SELLER IN WRITING ON OR PRIOR TO THE CONTINGENCY DATE, THEN IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER AGREES TO PURCHASE THE PROPERTY REGARDLESS OF WHETHER (*strike one*) **BUYER SECURES A SIGNED CONTRACT FOR / CLOSES ON THE SALE OF BUYER'S PROPERTY AND THIS PROVISION SHALL BE DEEMED WAIVED.**

IV. BUYER ACKNOWLEDGES AND AGREES THAT SELLER MAY CONTINUE TO MARKET THE PROPERTY PRIOR TO THE CONTINGENCY DATE. In the event Seller receives a bona fide offer to purchase the Property which Seller deems acceptable, in Seller's sole discretion, then Seller shall notify Buyer of such offer in writing ("**Seller's Offer Notice**"). Buyer shall have _____ hours after receipt of Seller's Offer Notice ("**Response Deadline**") to notify Seller in writing that Buyer agrees to remove ALL contingencies contained in the Contract (including but not limited to the mortgage contingency, if any), in which event the Contract shall remain in full force and effect and all such contingencies shall be deemed waived. If Buyer fails to respond to Seller's Offer Notice on or prior to the Response Deadline or if Buyer notifies Seller in writing that Buyer does not agree to remove all contingencies on or prior to the Response Deadline, then THE CONTRACT SHALL AUTOMATICALLY BECOME NULL AND VOID AND OF NO FURTHER FORCE AND EFFECT ON THE RESPONSE DEADLINE AND THE EARNEST MONEY, INCLUDING ALL INTEREST ACCRUED THEREON, IF ANY, SHALL BE RETURNED TO BUYER.

Buyer's Signature Date

Seller's Signature Date

Buyer's Signature Date

Seller's Signature Date