Seller Suitable Housing Contingency

Addendum / agreement date

Original Purchase and Sale Agreement date

Seller(s) - full legal names

Buyer(s) - full legal names

Property address, including town and state

Contingency date and deadline time (include time zone)

This Addendum is incorporated into the Purchase and Sale Agreement identified above (the "Agreement"). If there is a conflict, this Addendum controls as to its subject matter.

1. Suitable housing contingency. Seller's obligation to sell the Property is contingent upon Seller locating suitable replacement housing, as determined in Seller's sole discretion, on or before the contingency deadline stated above (the "Contingency Date").

2. Right to terminate. If Seller has not located suitable replacement housing by the Contingency Date, Seller may terminate the Agreement by delivering written notice to Buyer or Buyer's attorney on or before the Contingency Date. Notice shall be delivered using the method required by the Agreement.

3. Deposit return and release. Upon timely termination under this Addendum, all deposits paid by Buyer shall be returned promptly and in full, and the Agreement shall be null and void. Neither party shall owe any penalty, fee, or damages to the other, and neither party shall have any further claim against the other under the Agreement. The obligation to return the deposit survives termination.

4. Waiver. If Seller does not deliver written notice of termination by the Contingency Date, this contingency shall be deemed waived and satisfied, and the Agreement shall remain in full force and effect.

5. Extension. The Contingency Date may be extended only by written agreement signed by Buyer and Seller. All other terms of the Agreement remain unchanged.

Buyer 1 signature: _____ Date: _____

Buyer 2 signature: _____ Date: _____

Seller 1 signature: _____ Date: _____

Seller 2 signature: _____ Date: _____