

**SUBJECT TO SALE OF BUYER'S RESIDENCE
ADDENDUM TO
REAL ESTATE PURCHASE CONTRACT**

THIS IS AN **ADDENDUM** **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of _____ including all prior addenda and counteroffers, between _____ as Buyer, and _____ as Seller, regarding the Property located at _____ (the "Property"). The terms of this Addendum are hereby incorporated as part of the REPC, and to the extent the terms of this Addendum modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control.

1. SUBJECT TO SALE OF BUYER'S RESIDENCE

1.1 Subject to Sale of Buyer's Residence. Buyer's obligation to purchase the Property is conditioned upon the closing of the sale of Buyer's residence located at: _____, (the "Residence") by 5:00 P.M. (MST) on the _____ (the "Residence Closing Deadline"). This condition of purchase is referred to below as the "Subject to Sale Condition."

1.2 Status. Buyer **DOES** **DOES NOT** have a signed contract for the sale of the Residence. The Residence **IS** **IS NOT** presently listed for sale through (provide name/address/phone of real estate brokerage): 1725 E. 1450 S. #348. If the Residence is not now listed, it will be so listed on or before the _____. Buyer will diligently pursue the closing of the sale of the Residence.

1.3 Right to Cancel. If the sale of the Residence is not closed by the Residence Closing Deadline, Buyer may, within three calendar days after the Residence Closing Deadline, cancel the REPC by providing written notice to Seller. In the event of such cancellation, the Earnest Money Deposit, or Deposits, if applicable, shall be released to Buyer without the requirement of further written authorization from Seller. Buyer may however, remove this condition at any time prior to the Residence Closing Deadline by providing written notice to Seller.

1.4 Failure to Cancel. If the REPC is not cancelled by Buyer as provided in Section 1.3, Buyer shall be deemed to have waived the Subject to Sale Condition

ALL OTHER TERMS of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM/COUNTEROFFER shall remain the same. **Seller** **Buyer** shall have until ____: ____ **AM** **PM** Mountain Time _____ to accept the terms of this ADDENDUM/COUNTEROFFER in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in the ADDENDUM/COUNTEROFFER shall lapse.

 Buyer Seller Signature (Date) (Time) Buyer Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE of ADDENDUM/COUNTEROFFER: **Seller** **Buyer** hereby accepts the terms of this ADDENDUM/COUNTER OFFER.

COUNTER OFFER: **Seller** **Buyer** presents as a counteroffer the terms of the attached Counteroffer No _____

REJECTION: **Seller** **Buyer** rejects the foregoing ADDENDUM/COUNTER OFFER.

 Buyer Seller Signature (Date) (Time) Buyer Seller Signature (Date) (Time)

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