

ADDENDUM A TO PURCHASE AND SALE CONTRACT

Dated _____ by and between
_____, Purchasers and _____, Sellers

The Purchase and Sale Contract by and between the above-named parties is amended to add the following clause:

1. Purchasers' email address for all purposes required in the contract is _____;
2. Sellers email address for all purposes required in the Contract is: _____;
3. Paragraph 14 "Limitation of Liability". Strike in its entirety.
4. Paragraph 16 "Payment of Purchase Price" strike the last sentence and substitute the following sentence: "Unless otherwise agreed in writing by the Parties or their attorneys, the Contract Deposit held by the Escrow Agent shall be paid to the person or entity acting as settlement agent at the Closing for immediate credit toward the total amount due at closing by Purchaser".
5. Paragraph 22 strike and replace in its entirety with the following language:

Deposits: At Closing and transfer of title, Escrow Agent shall disburse all Contract Deposits. In the event Purchaser terminates this Contract under the specific provisions hereof entitling Purchaser to terminate, upon written demand, Escrow Agent shall refund such Contract Deposits to Purchaser. In the event either Seller or Purchaser does not perform and fails to close on the terms specified herein, this shall constitute a default. In the event of a default undisputed by Seller and Purchaser, upon written demand, Escrow Agent shall pay the Contract Deposits to the non-defaulting party. In the event of a dispute concerning default, Escrow Agent shall not be personally liable to either party except for bad faith or gross neglect. In the event a claim other than for bad faith or gross neglect is asserted against Escrow Agent, the parties shall jointly and severally indemnify and hold Escrow Agent harmless from all loss or expense of any nature, including attorneys' fees, arising out of the holding of the Contract Deposits. In the event of a dispute, Escrow Agent may pay the Contract Deposits into a court of competent jurisdiction for the purpose of determining the rights of the parties to the Contract Deposits, All costs and expenses of such action including attorneys' fees incurred by Escrow Agent shall be borne jointly and severally by Seller and Purchaser irrespective of the amount of the Contract Deposits.

6. Paragraph 30 "Notice" strike in its entirety and replace with the following language:

All notices required to be given under this contract shall be deemed given when delivered by hand, by courier or delivery service or by US certified, registered or express mail, return receipt requested, postage prepaid and properly addressed to seller or purchaser at the addresses set forth on page 1 of this contract or may be sent by facsimile or email transmission to the email addresses set forth on page 1 of this contract. Once either party or their attorney has notified the other party that the party will be represented by a Vermont attorney, notice will be sufficient if sent to the parties attorney by US mail, facsimile or email transmission. In all cases, notice shall be effective upon receipt. Any notice required to be given under this contract shall not be effective if provided only to the real estate agents identified in section 32 of this contract and not to Seller or Purchaser or their disclosed attorney.

7. The Property Inspection Contingency Addendum (PICA) is amended to provide that Purchaser

shall have until _____ to complete the inspection. All other dates set forth in the PICA shall be unchanged.

8. The Parties agree that an emailed or fax copy of this Addenda containing the signatures of the parties with initials as to any changes shall be as binding upon the parties as the original, signed version. In the event of a conflict between the Contract and this Addendum, the terms of the Addendum shall prevail. The remainder of the Contract shall be unchanged.

_____	Date
Purchaser	

_____	Date
Purchaser	

_____	Date
Seller	

_____	Date
Seller	