Copyright© March 2009 CINCINNATI AREA BOARD OF REALTORS®, Inc.

Contingent Sales Addendum With Prior Notice

A product of the
CINCINNATI AREA BOARD OF REALTORS®, INC.
Approved by Board Legal Counsel, except for underlined items,
for exclusive use by REALTORS®.
This is a legally binding contract.
If not understood, seek legal advice.
For real estate advice, consult a REALTOR®.

This Addendum is hereby made part of the Contract to Purchase ("Contract") dated _____ on the Real Estate located at _____ by and between _____ ("Buyer") and _____ ("Seller").

1. Buyer's obligation to close this transaction shall be contingent upon Buyer successfully completing and closing the sale of his/her property located at _____ ("Buyer's Real Estate") on or before _____ ("Contingency Period"). This contingency is solely for the benefit of Buyer and may be waived by Buyer at any time prior to the end of the Contingency Period.

2. During the Contingency Period, Seller shall have the right to continue to market the Real Estate for sale through a broker. On or before the last day of the Contingency Period, Buyer shall notify Seller, in writing ("Buyer's Notice"), at such time Buyer and a third party have entered into a contract to purchase the Buyer's Real Estate ("Buyer's Contract"), the sale of which shall close within _____ days of the date of Buyer's Notice. The transaction contemplated by the Contract shall close within _____ days of the date of Buyer's Notice.

3. If Seller receives an acceptable offer from another buyer prior to Seller's receipt of Buyer's Notice, Seller or Seller's agent shall notify Buyer, in writing, of the receipt of the acceptable offer, and Buyer shall be given _____ hours to waive this contingency without regard to the successful sale and closing of Buyer's Real Estate. If Buyer fails to waive this contingency within the stated time period, then the Contract shall become null and void and all parties to the transaction shall be released from all obligations related to the Contract and any earnest money shall be returned to the Buyer in accordance with state law.

4. All notices required herein shall be in writing and delivered to the party or his or her agent with evidence of receipt.

5. All times and/or dates specified in this Addendum shall be of the essence. By signing this Addendum, Buyer and Seller acknowledge that all performance dates and contingencies in the Contract commence upon the effective date of the Contract.

6. By signing this Addendum, Buyer and Seller acknowledge that the status of the listing in MLS will be changed to "Pending" in accordance with MLS Regulations.

Date: _____ _____ Buyer

_____ Buyer

Date: _____ _____ Seller

_____ Seller