



BACKUP OFFER ADDENDUM
Cancellation of Prior Sale Contingency

Prepared by: Agent _____ Phone _____
Broker _____ Email _____

DATE: _____, 20_____, at _____, California.

Items left blank or unchecked are not applicable.

FACTS:

1. This is an addendum to the following agreement:

- Purchase agreement Counteroffer
- Escrow instructions _____

- 1.1 of same date, or dated _____, 20_____, at _____, California,
- 1.2 entered into by _____, as the Buyer,
- 1.3 and _____, as the Seller,
- 1.4 regarding real estate referred to as _____.

AGREEMENT:

In addition to the terms of the above referenced agreement, Buyer and Seller agree to the following:

- 2. Close of escrow for the above referenced agreement is conditioned on the cancellation of purchase agreements and escrow instructions previously entered into by Seller to sell the described property to other buyers.
 - 2.1 To eliminate this condition and allow for the performance of this agreement requires the cancellation of prior purchase agreements and escrow instructions in which the buyer's names are:
 - 1. _____
 - 2. _____
 - 3. _____
 - 2.2 On elimination of this condition, Seller to notify Buyer to commence performance of the above referenced agreement. [See ft Form 276-1]
 - 2.3 Any modification of a purchase agreement or escrow instructions previously entered into by Seller will not be considered a cancellation of that purchase agreement or escrow instructions.
- 3. The above referenced agreement may be terminated by Buyer, with or without cause, following acceptance unless Buyer or Buyer's agent first receives Notice of Cancellation of all prior purchase agreements and escrow instructions, signed by all parties to those agreements, terminating their rights to buy and sell the property. [See ft Form 183]
- 4. The above referenced agreement expires and is no longer enforceable after _____, 20_____, or _____ days after date, unless Buyer or Buyer's agent previously receives the Notice of Cancellation of all prior purchase agreements and escrow instructions, signed by all parties to those agreements, terminating their rights to buy and sell the property.
- 5. The dates for the occurrence or performance of any events or activities which are to occur or be performed under the above referenced agreement based on the date of acceptance of the agreement, or a time period following these dates, are to be based on the date of Buyer's receipt of the Notice of Cancellation of all prior purchase agreements and escrow instructions.
 - 5.1 Any specific date for performance in the above referenced agreement is extended for a period equal to the number of days after entering into this agreement up to and including the date of Buyer's receipt of the Notice of Cancellation of prior purchase agreements and escrow instructions.

I agree to the terms stated above.
 Date: _____, 20_____
 Buyer: _____
 Buyer: _____
 Signature: _____
 Signature: _____

I agree to the terms stated above.
 Date: _____, 20_____
 Seller: _____
 Seller: _____
 Signature: _____
 Signature: _____