

**Real Property Sale Addendum**

To be used in conjunction with the Residential Real Estate Purchase Contract approved by Ohio REALTORS®

1 This Real Property Sale Addendum (“**Addendum**”) is entered into between **Buyer** and **Seller** to supplement the terms and conditions of the  
 2 Residential Real Estate Purchase Contract (“**Contract**”) concerning the real property located at \_\_\_\_\_  
 3 \_\_\_\_\_ (“**Seller’s Property**”).

4 The terms of this Addendum are set forth as follows:

5 **1. CONTINGENCY:** Buyer’s obligations under the Contract are contingent upon the successful sale and closing of Buyer’s property located at  
 6 \_\_\_\_\_ (“**Buyer’s Property**”),  
 7 within \_\_\_\_\_ **days** from the Date of Acceptance of the Contract (“**Contingency Period**”), or this Contract shall be void and both Buyer and  
 8 Seller agree to immediately sign a mutual release terminating the Contract. Any EMD shall be disbursed pursuant to Paragraph 6 (Earnest  
 9 Money) of the Contract.

10 **2. BUYER REPRESENTATION:** Buyer represents that (check one):

- 11 \_\_\_\_\_ Buyer’s Property is currently listed for sale with a brokerage and placed in the Multiple Listing Service (MLS), **or**
- 12 \_\_\_\_\_ Buyer’s Property will be listed for sale with a brokerage and placed in the MLS within \_\_\_\_ **day(s)** and will remain for sale during
- 13 the Contingency Period.

14 **3. BUYER’S OBLIGATIONS.** Buyer shall make a reasonable diligent effort to market and sell Buyer’s Property within the Contingency Period.  
 15 This contingency is solely for the benefit of Buyer and may be waived by Buyer at any time by executing the Waiver of Contingency prior to the  
 16 end of the Contingency Period. If Buyer accepts an offer to purchase on Buyer’s Property, Buyer shall sign the Waiver of Contingency and notify  
 17 Seller in writing. This Contract shall remain enforceable subject to the completion of the sale of the Buyer’s Property as agreed to in Paragraph  
 18 1 (Contingency).

19 **4. SELLER’S RIGHTS AND NOTICE PROVISION:** Seller shall have the right to continue to market Seller’s Property for sale through the  
 20 Contingency Period. Both parties acknowledge and agree that the status of the listing of Seller’s Property in the MLS will comply with applicable  
 21 MLS rules and regulations.

22 In the event that Seller accepts an offer to purchase Seller’s Property prior to receiving Buyer’s notice as provided in Paragraph 3 (Buyer’s  
 23 Obligations), then Seller shall (**select one**):

24 \_\_\_\_\_ **A.** Immediately provide written notice to the Buyer of such accepted contract (“**Seller’s Notice**”). Upon receipt of Seller’s  
 25 Notice, Buyer shall have \_\_\_\_\_ **hours or** \_\_\_\_\_ **day(s)** to remove this contingency by executing and delivering the Waiver of  
 26 Contingency contained herein to Seller, along with written evidence of financing not contingent upon the sale of Buyer’s Property. In  
 27 the event Buyer does not waive this contingency in writing and provide the required financing evidence within the stated time frame,  
 28 then this Contract shall be void and the EMD shall be disbursed pursuant to Paragraph 6 (Earnest Money) of the Contract, **or**

29 \_\_\_\_\_ **B.** Immediately provide written notice to the Buyer of such accepted contract, and this Contract shall be void. Any EMD shall  
 30 be disbursed pursuant to Paragraph 6 (Earnest Money) of the Contract.

32 **5. GENERAL PROVISIONS.** If any of the terms and provisions of this Addendum conflict with any of the terms and provisions of the Contract,  
 33 the terms and conditions of this Addendum shall prevail, except if the description of the Property or the identity of Buyer or Seller are different,  
 34 in which case the Contract shall control. Any terms not defined in this Addendum shall have the same meaning as set forth in the Contract.

35 All other terms of the Contract shall remain the same.

\_\_\_\_\_  
 Buyer Date/Time

\_\_\_\_\_  
 Seller Date/Time

\_\_\_\_\_  
 Buyer Date/Time

\_\_\_\_\_  
 Seller Date/Time

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**WAIVER OF CONTINGENCY**

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36 Buyer, having accepted an offer to purchase Buyer's Property as described above, or having qualified to purchase the Seller's Property without  
37 the sale of their Property, hereby waives the foregoing real property sale contingency. Buyer shall attach written evidence of Buyer's financing  
38 not contingent upon the sale of Buyer's Property to Seller to this waiver of contingency, or this Contract shall be void.

_____	_____	_____	_____
Buyer	Date/Time	Buyer	Date/Time
Date _____	and Time _____	Delivered to Seller	