

**SECONDARY "BACKUP" CONTRACT  
ADDENDUM NO. \_\_\_\_\_  
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. SECONDARY ("BACKUP") CONTRACT:**

- 1.1 Backup Contract.** Buyer acknowledges that this REPC is a "Backup Contract", and that Seller has already contracted to sell the Property to another buyer based on a "Primary Contract". The Primary Contract was accepted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.
- 1.2 Seller's Right to Modify.** Buyer agrees that Seller may, in Seller's sole discretion, amend the Primary Contract.
- 1.3 Buyer's Right to Cancel.** At any time prior to the Backup Contract becoming the Primary Contract (as provided in Section 1.4 below) Buyer may cancel the Backup Contract by providing written notice to Seller.
- 1.4 Termination of Primary Contract.** If the Primary Contract is canceled or withdrawn ("termination"), Seller will within four (4) days after such event, provide Buyer with written notice of such termination ("Seller's Notice"). Except as provided in Section 1.3, upon Buyer's receipt of the Seller's Notice, this Backup Contract shall become the "New Primary Contract".

**2. CONTRACT DEADLINES:** In reference to the Contract Deadlines in Section 24 of the REPC, Buyer and Seller agree that the following deadlines shall apply to the REPC:

- 2.1 Seller Disclosure Deadline** \_\_\_\_\_ days after Buyer's receipt of Seller's Notice.
- 2.2 Due Diligence Deadline** \_\_\_\_\_ days after Buyer's receipt of Seller's Notice.
- 2.3 Financing & Appraisal Deadline** \_\_\_\_\_ days after Buyer's receipt of Seller's Notice.
- 2.4 Settlement Deadline** \_\_\_\_\_ days after Buyer's receipt of Seller's Notice.
- 2.5** If the Settlement Deadline referenced in Section 2.4 above falls on a Saturday, Sunday, State or Federal legal holiday, performance shall be required on the next succeeding business day.

**3. EARNEST MONEY DEPOSIT:** Buyer agrees to deliver to Buyer's Brokerage no later than seven (7) calendar days after Buyer's receipt of Seller's Notice, Buyer's Earnest Money in the form of: \_\_\_\_\_.

**4. ADDITIONAL TERMS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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 \_\_\_\_\_  **A.M**  **P.M.** Mountain Time \_\_\_\_\_, 20\_\_\_\_, 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:**       Seller  Buyer hereby accepts the terms of this ADDENDUM/COUNTEROFFER  
 **COUNTEROFFER:**       Seller  Buyer presents as a counteroffer the terms of attached Addendum No. \_\_\_\_\_  
 **REJECTION:**       Seller  Buyer rejects the terms of this ADDENDUM/COUNTEROFFER

\_\_\_\_\_  
Signature      Date      Time      \_\_\_\_\_  
Signature      Date      Time

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