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### Back Up Offer Addendum

PC Reference Date: \_\_\_\_\_  
Property Address: \_\_\_\_\_  
Buyer(s): \_\_\_\_\_  
Seller(s): \_\_\_\_\_

1. Buyer and Seller are aware that Seller has an accepted “primary contract” for the sale of the Property, and that this offer is in the \_\_\_\_ back-up position to the accepted contract.
2. Buyer has the unilateral right to cancel this contract at any time prior to receiving written notice from Seller that this offer has become the primary contract. Buyer may cancel by giving written notice to Seller.
3. Escrow shall not be opened and the Buyer’s earnest money deposit check shall be held, uncashed, by Buyer’s Broker until written notification is received by Buyer that Seller is proceeding with Buyer’s Purchase Contract. Escrow will then be opened and the earnest money deposit check will be deposited by the next business day.
4. Seller agrees to inform Buyer in writing within \_\_\_\_ days after the current primary contract or prior accepted back-up offer(s) has closed or cancelled. If this offer is placed in primary position, Seller shall provide evidence of written cancellation, signed by all parties, within \_\_\_\_ days after Acceptance.
5. For the purposes of this contract, the “Acceptance Date” shall be amended to be the date that Buyer receives written notice from Seller that Seller’s contract with the previous Buyer has been canceled. All time frames within this contract shall commence from that date forward.
6. Buyer and Seller agree that within \_\_\_\_ days after the date Seller gives Buyer written notification that this offer has become the primary contract, the parties shall mutually agree on a new closing date, which shall be no later than \_\_\_\_ calendar days after the date this offer becomes the primary contract.

_____	_____
Buyer	Date
_____	_____
Buyer	Date
_____	_____
Seller	Date
_____	_____
Seller	Date