

STANDARD SUPPLEMENTARY CLAUSES

1. ORAL AUTHORIZATION TO MAKE OR ACCEPT OFFER

The Buyer and the Seller understand that the (insert either: Buyer; Seller) has only given oral authorization to the person signing below on behalf of the (insert either: Buyer; Seller) to make or accept offers to purchase this property. Therefore, this Agreement does not bind the parties until the (insert either: Buyer; Seller) accepts this Agreement on its own behalf in writing and communicates that fact to the other party. Until that time, the Buyer is free to purchase another property and the Seller is free to sell this property to another buyer.

2. DISCLOSURE OF PRINCIPAL AS LICENSEE OR AS RELATIVE OF LICENSEE

The (insert either: Buyer; Seller) (insert either: is; is a relative of) a real estate (insert either: broker; sales agent) licensed as such under the laws of the State of _____ who may share in the brokerage fee paid for this transaction.

3. UNDISCLOSED PURCHASER

The Buyer is acting on behalf of an undisclosed purchaser. The Buyer (does; does not) have written authorization from the undisclosed purchaser to make this offer to purchase on the terms and conditions stated. If the Buyer is acting without the written authorization of the undisclosed purchaser as represented above, the Buyer will be personally liable to the Seller under the terms of this Agreement.

4. CONTINGENT ON SALE OF BUYER'S HOME

This Agreement is contingent upon (insert any of the following: Buyer's acceptance of an offer to purchase; the written approval of any financing required under an accepted offer to purchase; the closing of the sale of Buyer's property located at
Street: _____
City/State/Zip: _____
on or before 5:00 P.M. of the _____ day of _____, 19____, which Buyer shall use his/her/their best efforts to pursue. Buyer's property is listed exclusively with a licensed real estate broker regularly doing business in the State of _____. If the Buyer's property is not now listed, it will be so listed on or before the _____ day of _____, 20____.

Notice of compliance with the requirements of this paragraph will be given by Buyer to the Seller at:

Street: _____

City/State/Zip: _____

If this notice is not given, then this Agreement is voidable at the option of the Seller by written notice to the Buyer at:

5. CONTINGENT ON SELLER PURCHASING ANOTHER HOME

This Agreement is contingent upon the Seller's executing an Agreement to purchase another home on or before 5:00 P.M. of the _____ day of _____, 19____.

The Seller agrees to make a reasonable and diligent effort to pursue this purchase. If the Seller does not deliver to the Buyer in a timely manner evidence of Seller's having purchased another home, this Agreement shall automatically become null and void, and the earnest money deposit will be returned to the Buyer. Evidence of Seller's purchase will be delivered to the Buyer at:

Street: _____

City/State/Zip: _____

6. OPTION TO KEEP HOUSE ON MARKET ("72-HOUR" OR "KICK-OUT" CLAUSE)

The Buyer and the Seller agree that the Seller has the right to continue to offer the property for sale and to accept offers subject to the rights of the Buyer. If the Seller accepts such an offer, the Seller must notify the Buyer at:

Street: _____

City/State/Zip: _____

The Buyer has _____ (Insert time period) from receipt of Seller's notice to either: (1) remove the applicable contingencies and provide reasonable evidence of Buyer's ability to perform under the agreement, or (2) allow the Agreement automatically to become null and void. In the latter case, the earnest money deposit will be returned to the Buyer.

7. SECONDARY ("BACKUP") CONTRACT

The Buyer acknowledges that this Agreement is a Secondary Contract, and the Buyer is aware that there is a pre-existing Agreement (Primary Contract) to sell this property which was executed on the _____ day of _____, 20____. If the Primary Contract is canceled, withdrawn or otherwise made null and void, the Seller will so notify the Buyer as provided as provided in paragraph 18 (Notices) at:

Street: _____
City/State/Zip: _____

Upon timely receipt of the notice, this Agreement becomes the Primary Contract. If the Primary Contract has not been canceled, withdrawn or otherwise made null and void on or before 5:00 P.M. of the day _____ of _____, 20_____, then this Secondary Contract shall automatically be null and void; and the earnest money deposit will be returned to the Buyer.

8. SIMULTANEOUS IDENTICAL COUNTER OFFERS

The Buyer understands that the Seller has written _____ (Insert number) counter offers including this one and will sell the property to the Buyer who first communicates to the Seller an acceptance

9. REPAIRS TO BE MADE BY SELLER

The Seller agrees to make the following repairs prior to closing or to allow a credit to the Buyer in the amount stated below against the cash portion of the purchase price:

<u>List Repairs Below</u>	<u>Credit Amount</u>
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10. HOME OWNER WARRANTY INSURANCE

The Buyer will obtain a home owner's warranty insurance policy to be paid for by the (insert either: Buyer; Seller) at closing. The Buyer acknowledges that he/she/they (insert either: has; has not) read the attached facsimile policy, paying particular attention to exclusions from coverage, deductible amounts, and coverage limitations. This policy does not limit warranties provided elsewhere under this Agreement.

11. THIRD-PERSON APPROVAL CONTINGENCY

This Agreement is contingent upon the approval of _____ as to all of its terms and conditions on or before 5:00 P.M. of the _____ day of _____, 20_____. No notice of approval is required. However, if timely notice of disapproval is not received by the Seller at:

Street: _____
City/State/Zip: _____

this contingency clause become null and void and the Agreement shall remain in full effect and force. If timely notice of disapproval is given, this Agreement is automatically null and void and the earnest money deposit will be returned to the Buyer.

12. FLEXIBLE SETTLEMENT DATE

Settlement shall take place between the _____ day of _____, 20____, and the _____ day of _____, 20____. The exact date will be decided by _____ (insert either: Buyer, Seller) who will provide at least _____ days notice to the other party at:

Street: _____

City/State/Zip: _____

In the absence of such notice, settlement shall be on the last day stated above.

13. INTEREST-BEARING EARNEST MONEY DEPOSIT

The Buyer and the Seller authorize the _____ (insert either: listing; selling) real estate office to place the earnest money deposit in an interest-bearing account at _____ where it shall be held in trust. The interest income shall be the property of _____ (insert either: Buyer, Seller). This party attaches to the Agreement _____ dollars in the form of _____ which shall reimburse the real estate office for the cost, and compensate the office for the service of establishing this account.

14. SUBORDINATION CLAUSE

The instrument securing the Buyer's note to the Seller or, if applicable, the Uniform Real Estate Contract between the Buyer and the Seller for the portion of the purchase price indicated in Paragraph 2 of the Real Estate Purchase Contract shall contain a provision permitting the subordination of the instrument securing the Buyer's obligation to pay the Seller. This subordination shall enable a recognized financial institution which lends money to the buyer within _____ days of this Agreement to take a position on the record prior to that of the Seller. The amount of this loan shall not exceed _____ dollars; it shall bear interest at a rate not in excess of _____ per cent per annum; monthly principal and interest payment shall not exceed _____ dollars; and no principal payments other than those included in the monthly amount stated above shall be required before the _____ day of _____, 20____. The proceeds of the loan to which the Seller's interest will be subordinated must be used only to finance improvements on the securing property. The proceeds may also be used to pay a reasonable fee for a loan which otherwise meets the requirements of this paragraph. This right of subordination may be

exercised only _____(insert number of times) times.

15. OFFER ABOVE LISTED PRICE

The Buyer acknowledges that the listed price for this property is \$_____. Nonetheless, the Buyer has willingly offered a purchase price which is higher than the listed price. Therefore, the Buyer agrees to hold harmless the brokerages involved in this transaction with respect to the amount of the purchase price.

16. CREDIT REPORT CONTINGENCY

The Buyer authorizes the Seller to obtain at Seller's expense a credit report from a Consumer Credit Bureau and to use the report in evaluating the creditworthiness of the Buyer for a note to be taken back by the Seller from the Buyer in this transaction. If in the Seller's sole discretion the report is unsatisfactory, the Seller shall so notify the Buyer on or before the _____ day of _____, 20____at:
Street _____
City/State/Zip _____

The timely receipt of the notice will make this Agreement null and void, and the earnest money deposit will be returned to the Buyer. If this Agreement is not so made null and void, this contingency will automatically expire and this Agreement will remain in full force and effect.