



Heartland Real Estate Association  
**BACK-UP CONTRACT ADDENDUM**

To be used in conjunction with the HREA Residential Offer to Purchase.



This Addendum is made part of the Residential Offer to Purchase Agreement dated \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_, as Seller, and \_\_\_\_\_ as Purchaser, ("Agreement") for the Property located at \_\_\_\_\_ ("Property"). In the event of any conflict or ambiguity in the terms of the Agreement and this Addendum, the terms of this Addendum shall govern. Any terms not defined herein shall have the same meaning as set forth in the Agreement.

1. **Contingent Upon Failure of Any Prior Contracts.** Purchaser and Seller acknowledge that Seller has previously entered into a binding contract to sell the Property to a third party (the "Initial Contract"). Due to the presence of the Initial Contract, the parties agree and understand that the rights and obligations of the parties pursuant to the Agreement, including the parties' respective rights and obligations for the purchase and sale of the Property, are expressly contingent upon Seller failing to close on the sale of the Property pursuant to the terms and conditions of the Initial Contract. In addition to the Initial Contract, Seller may also be a party to one or more other binding contracts for the purchase and sale of the Property that are contingent upon Seller failing to close on the sale of the Property pursuant to the Initial Contract (each a "Back-Up Contract"). If any such Back-Up Contracts exist, Purchaser and Seller acknowledge that their obligations under the Agreement are further subject to and contingent upon the failure of the Seller to complete the sale of the Property pursuant to those Back-Up Contracts. For the purposes of this Agreement, should the Initial Contract be terminated or fail for any reason, and should an existing Back-Up Contract become effective, said Back-Up Contract shall be deemed the Initial Contract.

2. **Initial Contract Termination Notice.** Seller shall promptly notify Purchaser upon the termination of the Initial Contract by signing the Initial Contract Termination Notice below and delivering the same to Purchaser. The contingency set forth in Paragraph 1 above shall be waived upon Seller's delivery of the Initial Contract Termination Notice to Purchaser, and upon delivery of such notice the Agreement shall become binding against Seller and Purchaser.

3. **Purchaser Termination.** At any time prior to the delivery to the Initial Contract Termination Notice to the Purchaser, the Purchaser may terminate the Agreement by delivering a written notice of termination to Seller, whereupon all deposits previously made in connection with the Agreement shall promptly be returned to Purchaser. Purchaser may, but shall not be required to, use the written notice of termination set forth below for purposes of this Paragraph.

4. **Seller Termination.** If Seller closes on the sale of the Property pursuant to the Initial Contract, Seller shall promptly notify Purchaser and the Agreement shall be deemed terminated and of no further force and effect, whereupon all deposits previously made in connection with the Agreement shall promptly be returned to Purchaser.

5. **Automatic Termination.** If the Initial Contract Termination Notice is not provided to Purchaser within one hundred eighty (180) days after the initial date of the Agreement, then the Agreement shall terminate automatically and without notice required by either party, whereupon all deposits previously made in connection with the Agreement shall promptly be returned to Purchaser.

6. **Time Periods.** For the purposes of any time periods contemplated by the Agreement (with the sole exception of the time period set forth in Paragraph 5 above), Acceptance shall be defined as the day the Initial Contract Termination Notice is delivered to Purchaser.

7. **Other Terms and Conditions** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Back-Up Contract Addendum, upon execution by the parties, becomes an integral part of the Agreement

\_\_\_\_\_  
Purchaser Date Seller Date

\_\_\_\_\_  
Purchaser Date Seller Date

**INITIAL CONTRACT TERMINATION NOTICE**

Seller hereby notifies Purchaser that the Initial Contract has been terminated. The Agreement is now the primary contract and commencement of time periods for performance under the Agreement, including the deposit of Earnest Money, shall commence as stated above.

Seller has accepted Purchaser's Offer.

\_\_\_\_\_  
Seller Date Seller Date

**PURCHASER TERMINATION NOTICE**

Purchaser hereby terminates the Agreement in accordance with Paragraph 3 of the Back-Up Contract Addendum by proving this written notice of termination to Seller prior to Purchaser's receipt of an Initial Contract Termination Notice from Seller.

\_\_\_\_\_  
Purchaser Date Purchaser Date

Address: \_\_\_\_\_