



# NOTIFICATION REGARDING CONTINGENCY FOR SALE AND CLOSING OF BUYER'S PROPERTY

LISTING # \_\_\_\_\_ COUNTY \_\_\_\_\_ ACRES \_\_\_\_\_

CONTRACT DATED \_\_\_\_\_ PROPERTY \_\_\_\_\_

BY AND BETWEEN \_\_\_\_\_, Buyer(s)

and the undersigned Seller.

**Seller's Right to Accept other Offers.** Seller shall have the right to continue to offer the Property for sale and to accept offers subject to the rights of Buyer to clear the Financing Contingency herein and any other contingencies of Buyer to closing. Should Seller desire to accept an alternative offer, Seller shall give Buyer written notice of intent to accept and Buyer shall be required to waive the Sale Contingency herein and any other contingencies of Buyer in a writing to Seller within \_\_\_\_\_ (\_\_\_\_) business days of receipt of such notice from Seller. In the event Buyer does not clear or waive the Sale Contingency herein and any other contingencies of Buyer, then the Contract shall be terminated and any earnest money or escrow deposit of Buyer shall be returned to Buyer. In the event Buyer clears or waives the Financing Contingency herein, Buyer must, if in effect, also satisfy Seller or Seller's agent that any sale contingency in place pursuant to the Contract will be cleared or waived without the sale of the property of Buyer.

This constitutes notification of Seller's intent to terminate Contract.

If Seller does not receive a written waiver of the Contingency for Sale and Closing of Buyer's property within the time provided in the Contract, the Contract shall terminate.

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

This notice was delivered to Buyer or Designated Agent on \_\_\_\_\_

\_\_\_\_\_  
Seller or Seller's Designated Agent

To: \_\_\_\_\_ Seller

The undersigned Buyer(s):

\_\_\_\_\_ Hereby waives the contingency described above and provides, attached hereto, a copy of a written statement signed by a representative of Buyer's lender certifying unequivocally that such lender has made a loan commitment that allows the Buyer to purchase the property which is the subject of this contract even though Buyer has not sold his present home.

OR

\_\_\_\_\_ Does not waive the contingency, and acknowledges the termination of the Contract.

\_\_\_\_\_  
Buyer Date Buyer Date

This notice was delivered to Seller or listing agent on \_\_\_\_\_

Received by: \_\_\_\_\_