

NVAR CONTINGENCIES/CLAUSES ADDENDUM TO SALES CONTRACT

This Addendum is made on _____, _____, to a Sales Contract ("Contract") dated _____, _____ between _____ ("Purchaser") and _____ ("Seller") for the purchase and sale of the Property: _____.

The following provisions if initialed by the parties are incorporated into and made a part of this Contract:

1. **CONTINGENCIES.** This Contract is contingent upon the satisfaction of the contingencies set forth below ("Contingencies") until the expiration of the time periods for such Contingencies set forth below ("Deadlines"). **This Contract will become void unless each Contingency has been removed in writing by the Deadline, or satisfied, or terminated.** If this Contract is voided, the parties will sign an agreement releasing each other party from the terms of this Contract, the Deposit will then be refunded to the Purchaser, and the parties will have no further liability under this Contract.

+ **A. HOME INSPECTION.** This Contract is contingent until 9 p.m. _____ Days after the Date of Ratification ("Deadline") upon inspection of the Property by a professional home inspector and/or other professional inspector(s) at the Purchaser's discretion and expense. The Seller will have all utilities in service at the time of the inspection(s). The Contingency will terminate at the Deadline unless by the Deadline the Purchaser has Delivered to the Seller a copy of the inspection report(s) and

(i) a written addendum listing the specific existing deficiencies. The Seller may, at the Seller's option, within _____ Days after Delivery of the addendum, elect in writing to remedy the deficiencies prior to settlement. If the Seller does not elect to make the repairs, or makes a counter-offer, or does not respond, the Purchaser will have _____ Days after Delivery of Seller's counter-offer or the expiration of the period in which Seller had to respond, to respond or remove this Contingency and take the Property in its present physical condition or this contract will become void. Any counter-offer of Purchaser, and any subsequent counter-offer by either party, shall be responded to by the other party within _____ Days of Delivery of such counter-offer. The failure of one party to respond to such counter-offer within the required response period shall result in the Contract becoming void at the expiration of that response period.

Unless otherwise agreed to in writing between the parties, this clause does not release the Seller from any responsibilities set forth in the Contract paragraphs titled: PERSONAL PROPERTY, FIXTURES AND UTILITIES; EQUIPMENT, MAINTENANCE AND CONDITION; WELL AND SEPTIC; TERMITE INSPECTION; OTHER TERMS, any other property condition paragraph, or any items specifically set forth in this Contract and any addendum, amendment, or Notice.

-OR-

(ii) Notice voiding this Contract.

+ **B. RADON TESTING.** This Contract is contingent until 9 p.m. _____ Days after the Date of Ratification ("Deadline") upon the Purchaser, at the Purchaser's discretion and expense, having the Property inspected for the presence of radon by a testing firm ("Testing Firm") listed with the National Radon Safety Board ("NRSB"), or The National Environmental Health Association ("NEHA") using an U.S. Environmental Protection Agency ("EPA") approved testing method. **Testing device to be placed and retrieved by an NRSB or NEHA listed technician.** This contingency will terminate at the Deadline unless by the Deadline the Purchaser has Delivered to the Seller a copy of the radon testing report which confirms the presence of radon that equals or exceeds the action level established by the EPA together with either:

(i) A written addendum requiring the Seller at Seller's expense prior to Settlement to address the radon condition by contracting with an **NRSB or NEHA listed remediation firm** to reduce the presence of radon below the action level established by the EPA and by providing the Purchaser with written re-test results performed by a **Testing Firm** confirming such reduction of radon. The Seller may, at the Seller's option, within _____ Days after Delivery of the addendum, elect in writing to remedy the condition prior to settlement.

If the Seller does not elect to perform in accordance with the addendum, or makes a counter-offer, or does not respond, the Purchaser will have _____ Days after Delivery of Seller's counter-offer or the expiration of the period in which Seller had to respond, to respond or remove this Contingency and take the Property in its present physical condition or this contract will become void. Any counter-offer of Purchaser, and any subsequent counter-offer by either party, shall be responded to by the other party within _____ Days of Delivery of such counter-offer. The failure of one party to respond to such counter-offer within the required response period shall result in the Contract becoming void at the expiration of that response period.

-OR-

(ii) Notice voiding this Contract.

+ **C. SALE OF THE PURCHASER'S PROPERTY AND KICK-OUT.** This Contract is contingent until 9 p.m. _____ Days after the Date of Ratification ("Deadline") upon the sale of the Purchaser's property located at _____ ("Purchaser's Property"). If the Purchaser does not satisfy or remove this contingency by the Deadline pursuant to paragraph C(iii) below, this Contract will become void.

(i) The Seller may continue to offer the Property for sale and accept bona fide back-up offers to this Contract until this contingency is satisfied or removed. If a back-up offer is accepted, the Seller will Deliver Notice to the Purchaser requiring that this contingency be satisfied or removed pursuant to paragraph C(iii) below not later than 9 p.m. _____ days after Delivery of the Notice, or this Contract will become void.

(ii) The Purchaser's Property will be listed exclusively and actively marketed by a licensed real estate broker and entered into a multiple listing service within 3 Days after the Date of Ratification at a price not to exceed \$ _____.

(iii) The Purchaser may:

(a) satisfy this contingency by Delivering to the Seller by this contingency Deadline a copy of the ratified contract for the sale of the Purchaser's Property with evidence that all contingencies, other than financing, have been removed or waived, along with a prequalification letter as described in the QUALIFICATION LETTER CONTINGENCY paragraph of this addendum for the purchaser of the Purchaser's Property.

-OR-

(b) remove this contingency by Delivering to the Seller (1) the Lender's Letter stating that the financing is not contingent in any manner upon the sale and settlement of any real estate or obtaining a lease of any real estate and that the Purchaser has sufficient funds available for the down payment and closing costs necessary to complete Settlement; OR (2) Evidence of sufficient funds available to complete Settlement without obtaining financing.

(iv) If the Purchaser satisfies the requirements of paragraph C(i) above, this Contract will remain contingent upon the settlement of the sale of the Purchaser's Property. This paragraph will survive the satisfaction of the contingency for the sale of the Purchaser's Property. Settlement (under this Contract) may not be delayed more than _____ Days after the Settlement Date (specified in this Contract) without the parties' written consent. If a further delay is required to obtain coinciding settlements and the parties do not agree, then this Contract will become void. If at any time after the Date of Ratification the contract for the sale of the Purchaser's Property becomes void, the Purchaser will immediately Deliver Notice to the Seller together with evidence of such voiding, at which time either the Seller or the Purchaser may declare this Contract void by Delivering Notice to the other party.

+ **D. QUALIFICATION LETTER CONTINGENCY.** This Contract is contingent until 9 p.m. _____ Days after the Date of Ratification ("Deadline") upon the Purchaser Delivering to the Seller a prequalification letter from an institutional lender stating that the financing described in this Contract is available to the Purchaser and, based upon a preliminary credit report and the information provided by the Purchaser, the financing should be committed subject to appropriate verification, approval and commitment. At anytime after the Deadline but prior to Delivery to the Seller of the prequalification letter, the Seller may with Notice to the Purchaser declare this Contract void.

+ **E. CONTINGENT ON THE SELLER PURCHASING ANOTHER HOME.** This Contract is contingent until 9 p.m., _____ Days after the Date of Ratification upon the Seller Delivering a notice to the Purchaser that: (1) the Seller has entered into a ratified contract to purchase another home; OR (2) the Seller removes this Contingency.

+ **F. GIFT LETTER.** This Contract is contingent until 9 p.m., _____ Days after the Date of Ratification ("Deadline") upon the Purchaser providing a gift letter and necessary documentation satisfactory to the lender in the amount of \$ _____ from _____. At anytime after the Deadline but prior to Delivery to the Seller of the gift letter, the Seller may with Notice to the Purchaser declare this Contract void. Once the gift letter has been Delivered, if the Purchaser does not have the gift funds to settle as provided in this Contract, the Purchaser will be in default.

+ **G. THIRD PARTY APPROVAL.** This Contract is contingent upon the approval of _____ by 9 p.m. _____ Days after the Date of Ratification ("Deadline"). If Notice of disapproval is not Delivered to the other party by the Deadline, this contingency will terminate and this Contract will remain in full force and effect. No Notice of approval is required. If Notice of disapproval is Delivered by the Deadline, this Contract will become void.

+ **H. GENERAL.** This Contract is contingent until 9 p.m. _____ Days after the Date of Ratification ("Deadline") upon:

2. CLAUSES.

A. BACK-UP CONTRACT OR OFFER. This Contract is first back-up to another contract or offer dated _____, _____ between the Seller and _____ as the purchaser. This Contract becomes the primary contract immediately upon Notice from the Seller that the other contract or offer is void. The Purchaser may void this back up Contract at any time by Delivering Notice to the Seller prior to Delivery of Notice from the Seller that this Contract has become the primary Contract. If the other contract settles, this Contract will become void. The rights and obligations of the parties under the primary contract are superior to the rights and obligations of the parties to this back-up Contract.

B. "COINCIDING" SETTLEMENTS. Settlement of this Contract is contingent upon the settlement of the contract for the sale of the Purchaser's property located at _____ ("Purchaser's Property"). Settlement (under this Contract) may not be delayed more than _____ Days after the Settlement Date (specified in this Contract) without the parties' written consent. If a further delay is required to obtain coinciding settlements and the parties do not agree, then this Contract will become void. If at any time after the Date of Ratification the contract for the sale of the Purchaser's Property becomes void, the Purchaser will immediately Deliver Notice to the Seller together with evidence of such voiding, at which time either the Seller or the Purchaser may declare this Contract void by Delivering Notice to the other party.

C. "AS IS" PROPERTY CONDITION. The Property is sold in its "As Is" physical condition, to be determined as of the Contract Date, the date of the home inspection OR other _____. The Seller makes no representation or warranty, express or implied, as to the condition of the Property or any equipment or system contained therein. All clauses in this Contract pertaining to Property condition, termites or compliance with city, state or county regulations are hereby deleted from this Contract. The Seller will have no obligation to make repairs to the electrical, plumbing, heating, air conditioning, or any other mechanical system, equipment or fixture. Smoke detectors will be installed as required by the laws or regulations of the appropriate jurisdiction.

D. REAL ESTATE LICENSED PARTIES. The parties acknowledge that the Seller OR the Purchaser is a real estate licensee in DC MD VA WV Other _____.

E. PRE- OR POST-SETTLEMENT OCCUPANCY AGREEMENT. The parties adopt the attached occupancy agreement as part of this Contract.

Copies of any addenda, amendments, and Notices required by the Contract will be provided to the Brokers at the Brokers' addresses provided in the Contract. The parties agree that any such copies sent to the Broker will NOT constitute Delivery and will be for informational purposes only.

Except as modified by this Addendum, all of the terms and provisions of this Contract are hereby expressly ratified and confirmed and will remain in full force and effect.

WITNESS OUR SIGNATURES AND SEALS:

SELLER:

PURCHASER:

_____/_____
Date Signature (SEAL)

_____/_____
Date Signature (SEAL)

_____/_____
Date Signature (SEAL)

_____/_____
Date Signature (SEAL)

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