

This form is used when the Seller is already under contract with another Buyer for their Property, BUT your Buyer loves it and wants to make the Seller an offer to be in second place if the first palce (primary) contract falls through. Sellers should want to do this so they do not have to put their Property back on the market if the primary contract falls through.

If you know the Seller is under contract, submit this Addendum with your Buyer's offer.
In a multi-offer, low inventory market this is a good idea to do if your Buyer is interested in doing it.
**You will need to know the Binding Agreement Date for the primary Agreement.

BACK-UP AGREEMENT CONTINGENCY ADDENDUM “ # ”

1 **Buyer:** Buyer names, should match what is on the Purchase and Sale Agreement
2 **Seller:** Seller names, should match what is on the Purchase and Sale Agreement
3 **Property:** Property address, should match what is on the Purchase and Sale Agreement

4 This BACK-UP AGREEMENT CONTINGENCY ADDENDUM (hereinafter “Addendum”), between the undersigned Seller
5 and Buyer is entered into and is effective as of the Binding Agreement Date provided in the Purchase and Sale Agreement for
6 the purpose of changing, deleting, supplementing or adding terms to said Purchase and Sale Agreement (“Agreement”). In
7 consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which
8 is hereby acknowledged, the parties agree as follows:

- 9 1. Seller and Buyer acknowledge that this Agreement is a “back-up” or secondary agreement to the Primary Agreement with
10 a Binding Agreement Date of _____ between Seller and Primary Buyer regarding the above Property (“Primary
11 Agreement”).
- 12 2. This Agreement is contingent upon the Primary Agreement being terminated or becoming null and void.
- 13 3. Upon the closing of the sale provided for in the Primary Agreement, this Agreement shall become null and void.
- 14 4. Buyer acknowledges that Seller shall have the right to amend the Primary Agreement without said amendment having the
15 effect of placing this Agreement in a primary position.
- 16 5. Buyer acknowledges that Buyer shall have no right to examine or be advised of the terms of the Primary Agreement or
17 any amendment thereto.
- 18 6. In the event that the Primary Agreement is terminated or becomes null and void, Seller or Seller’s Representative shall
19 RF656 deliver to Buyer or Buyer’s Representative written notice thereof, at which time the contingency provided in this
20 #36 Addendum is satisfied and this Agreement shall move into a primary position. The date Buyer or Buyer’s Representative
21 receives written notice that the Primary Agreement has been terminated or is null and void shall serve as the initial date
22 for all time periods specified
- 23 7. This Agreement shall remain in effect as follows: (Select A or B below.) **Buyer should choose a box to check**
- 24 A. Until _____, at which time Buyer shall have the option of either terminating this Agreement by
25 delivering written notice thereof to Seller or extending the date set forth in this paragraph by delivering to Seller or
26 Seller’s Representative a signed proposed Amendment to this Agreement which sets forth a new date through which
27 this Agreement shall remain in effect. In the event that Seller does not execute said proposed Amendment within
28 _____ hours of receiving it, then this Agreement shall become null and void. Buyer must exercise the option provided
29 in this paragraph by delivering to Seller or Seller’s Representative the required notice or proposed Amendment by
30 _____ a.m./ p.m. on the date set forth in this paragraph.

31 **OR**

- 32 B. Until Buyer terminates it by delivering to Seller or Seller’s Representative a written notice of termination at any
33 time prior to the time Buyer receives from Seller written notice that the Primary Agreement is terminated or has
34 become null and void.
- 35 8. **Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing
36 and delivered either (1) in person; (2) by a prepaid overnight delivery service; (3) by facsimile transmission (FAX); (4) by
37 the United States Postal Service, postage prepaid, registered or certified return receipt requested; or (5) Email.
- 38 **NOTICE** shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the real
39 estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that party for all
40 purposes under this Agreement as may be amended, unless otherwise provided in writing.

Same NOTICE language found in the Purchase and Sale Agreement. NO TEXTING.

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41 This Addendum is made a part of the Purchase and Sale Agreement as if quoted therein verbatim. Should the terms of this
42 Addendum conflict with the terms of the Purchase and Sale Agreement or other documents executed prior to or simultaneous
43 to the execution of this Addendum, the terms of this Addendum shall control, and the conflicting terms are hereby considered
44 deleted and expressly waived by both Seller and Buyer. In all other respects, the Purchase and Sale Agreement shall remain in
45 full force and effect.

46 The party(ies) below have signed and acknowledge receipt of a copy.

47 _____

48 **BUYER** _____ **BUYER** _____

49 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

50 **Date** _____ **Date** _____

51 The party(ies) below have signed and acknowledge receipt of a copy.

52 _____

53 **SELLER** _____ **SELLER** _____

54 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

55 **Date** _____ **Date** _____

For Information Purposes Only:

Listing Company _____ Selling Company _____

Independent Licensee _____ Independent Licensee _____

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