

To be used with RF623, Buyer's First Right of Refusal Addendum when the Seller has accepted another offer as a Backup Agreement (RF622) and wants to start the Buyer's First Right of Refusal timeline.

This gives you a clear papertrail of the timeline in a contingency where a Buyer needs to sell/lease a Property before buying the house they are under contract to buy. You will see Seller notification, Buyer decision and Seller acknowledgement of Buyer's decision on this form. This form protects all parties.

## SELLER'S NOTICE TO BUYER OF RECEIPT OF ACCEPTABLE OFFER

- 1 Seller: Sellers name, should match name on Purchase and Sale Agreement
- 2 Buyer: Buyers name, should match name on Purchase and Sale Agreement
- 3 RE: Property Address Property address, should match name on Purchase and Sale Agreement
- 4 By signing in the appropriate locations below, the parties hereby acknowledge receipt of copy.

5 **A. Notice from Seller.**

6 Seller hereby gives Buyer written notice that Seller has received another acceptable offer. Buyer is expected to respond to  
7 this notice no later than the time set forth in Buyer's First Right of Refusal Addendum (Seller's Right to Continue to  
8 Market Addendum).

9 **SIGNED:** \_\_\_\_\_ (Seller) \_\_\_\_\_ (Date) at \_\_\_\_\_ o'clock  am/  pm  
10 \_\_\_\_\_ (Seller) \_\_\_\_\_ (Date) at \_\_\_\_\_ o'clock  am/  pm

11 **B. BUYER'S RESPONSE (select either Option I or II below).**

12 **1. OPTION I: CLOSE.**

13 **Buyer** By signing this Option I, the undersigned Buyer agrees to waive the contingency(ies) contained in the Buyer's First  
14 **can/will** Right of Refusal Addendum (Seller's Right to Continue to Market Addendum) and to close as specified in said  
15 **Close** addendum or, if silent, then according to the Purchase and Sale Agreement.

16 **SIGNED:** \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date) at \_\_\_\_\_ o'clock  am/  pm  
17 \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date) at \_\_\_\_\_ o'clock  am/  pm

18 **OR**

19 **2. OPTION II: REFUSAL TO REMOVE CONTINGENCY.**

20 **Buyer** By signing under this Option II, the undersigned Buyer declares that ~~he~~ the Buyer cannot or shall not remove the  
21 **cannot** contingency(ies) contained in the Buyer's First Right of Refusal Addendum (Seller's Right to Continue to Market  
22 **Close** Property Addendum).

23 **SIGNED:** \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date) at \_\_\_\_\_ o'clock  am/  pm  
24 \_\_\_\_\_ (Buyer) \_\_\_\_\_ (Date) at \_\_\_\_\_ o'clock  am/  pm

25 **C. SELLER'S RECEIPT.**

26 Seller is hereby notified of Buyer's selection of either Option I or Option II as noted above.

27 **SIGNED:** \_\_\_\_\_ (Seller) \_\_\_\_\_ (Date) at \_\_\_\_\_ o'clock  am/  pm  
28 \_\_\_\_\_ (Seller) \_\_\_\_\_ (Date) at \_\_\_\_\_ o'clock  am/  pm

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