



72 Hour Right of First Refusal

REALTIVE TO A CERTAIN BUY SELL AGREEMENT DATED _____
between _____, as Seller and _____,
as Purchaser for the property located at _____.

This sale is subject to the sale and success closing of the Purchasers property
located at _____, on or before _____.

If the purchasers are unable to sell and close their property during this time period,
then the Purchasers deposit shall be returned and this offer shall become null and
void.

Any extension contrary to this agreement must be in writing.

During the term of this offer, the Seller may continue to offer the property for sale to
other potential purchasers; and should another offer to purchase be tendered and
accepted by the Seller, the following events shall take place only;

- A. Seller (or their Agent) shall give the herein named Purchasers notice of the
"second" offer to purchase. For purpose of this addendum only, notification to
the selling agent shall be deemed notification to the Purchaser. This
addendum shall supersede terms of the purchase agreement.
- B. Purchasers shall have the option within _____ after said notice to:
 1. Accept the return of their deposit in full termination of this agreement,
OR
 2. Remove the contingency of the sale of the Purchasers home and
comply with the following:
 - a. Purchaser will provide written proof, (within two banking days) of
their ability to secure a mortgage or interim financing necessary to
close on sale. In the event the purchaser cannot secure a mortgage,
all earnest monies shall be refunded to Purchaser to full termination
of this agreement.
 - b. Purchaser will complete the closing of the sale subject property on
or before ____ days from removal of this contingency.
 - c. The closing shall proceed according to the terms and conditions of
the purchase agreement.
 - d. Purchaser, at the time of contingency removal, shall increase their
earnest money deposit to \$_____.





Should Purchaser remove the contingency in accordance with Paragraph "B-2" above, then the offer shall no longer be subject to the sale of their property. If the sale is not closed in accordance with the other terms of the purchase agreement, the earnest money deposit shall be forfeited and the Purchaser may be liable for damages to the Seller.

Lack of notice by Purchaser to Seller (or their agent) regarding notice of a "second purchaser" shall constitute election of Paragraph "B-1" and the deposit shall be returned in full termination of this agreement.

Date: _____

Purchaser Signature

Purchaser Signature

Date: _____

Seller Signature

Seller Signature

