



BACK-UP OFFER ADDENDUM

(C.A.R. Form BUO, Revised 12/21)

This is an addendum to the Purchase Agreement, OR ☐ Counter Offer No. _____, or ☐ Other _____
 ("Agreement"), dated _____, on property known as _____ ("Property"),
 between _____ ("Buyer"),
 and _____ ("Seller").

Buyer and Seller are referred to as the "Parties."

1. The Agreement is in back-up position number 1, and is contingent upon (i) written cancellation of any prior contracts and related escrows ("Prior Transaction") between Seller and other buyers; and (ii) mutual release of the obligation to buy, sell or exchange that property. Seller and other buyers may mutually agree to modify or amend the terms of Prior Transaction.
2. **CANCELLATION RIGHTS:**
 - A. **For Buyer:** Buyer may cancel the Agreement in writing at any time before Seller provides Buyer Copies of written cancellations and releases of Prior Transaction, Signed by all parties to those contracts.
 - B. **For Buyer or Seller:** If Seller is unable to provide such written Signed cancellations and releases to Buyer by _____ (date), then either Party may cancel the Agreement in writing.
3. **BUYER'S DEPOSIT** shall be delivered to Escrow Holder within 3 business days after Copies of the written cancellations and releases Signed by all parties to the Prior Transaction are provided to Buyer; OR (if checked) ☐ shall immediately be handled as provided in the Agreement.
4. **TIME PERIODS** in the Agreement for Investigations, contingencies, covenants and other obligations (i) shall begin on the Day after Seller provides Buyer Copies of Signed cancellations and releases of Prior Transaction; OR (ii) (if checked) ☐ all time periods shall begin as provided in the Agreement. However, if the date for Close Of Escrow is a specific calendar date, that date shall NOT be extended, unless agreed to in writing by Buyer and Seller.
5. **SCOPE OF BROKER DUTY:** The Parties agree that no real estate broker or agent involved in this transaction has advised either Party (i) whether the Prior Transaction was legally cancelled or (ii) if that Party is legally entitled to the deposit.
6. **EXPIRATION:** If this Back-up Offer is attached to a Purchase Agreement or Counter Offer, it expires with that other document. Otherwise, this Back-up Offer shall be deemed revoked unless Signed and Delivered back to the Party initiating it by 5:00 pm on the third Day after it is Signed by Seller.

By signing below the Parties acknowledge that each has read, understands, has received a copy of and agrees to the terms of the Agreement and this Back-Up Offer Addendum.

Seller _____	Date _____
Seller _____	Date _____
Buyer _____	Date _____
Buyer _____	Date _____

NOTICE OF CANCELLATION AND RELEASE OF PRIOR TRANSACTION

1. Seller acknowledges being advised to seek the advice of a qualified California real estate attorney regarding the cancellation of all Prior Transactions. Seller hereby Delivers notice to Buyer that all Prior Transactions have been cancelled and released. Attached hereto are copies of the signed cancellation and release of Prior Transaction.
2. The Agreement is now in full force and effect.

Seller _____	Date _____
Seller _____	Date _____

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS SIGNED **NOTICE OF CANCELLATION AND RELEASE OF PRIOR TRANSACTION FORM**. (The initials below are not required but can be used as evidence that the initialing party has received the completed form.)

Buyer _____ / _____

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