



CONTINGENCY FOR SALE OF BUYER'S PROPERTY

(C.A.R. Form COP, Revised 6/24)

This is an addendum to the Purchase Agreement, OR ☐ Other _____ ("Agreement"), dated 02/17/2025,
 on property known as _____ ("Seller's Property"),
 between _____ ("Buyer")
 and _____ ("Seller").
 Buyer's Property _____ ("Buyer's Property").

- 1. BUYER'S PROPERTY CONTINGENCY:** The Agreement is contingent upon:
 - A.** Buyer entering into a contract for the sale of, and closing escrow on, Buyer's Property (**paragraphs 2 and 4**).
 - OR B.** ☐ Only entering into a contract for the sale of Buyer's Property (**paragraph 2**).
 - OR C.** ☐ Only the close of escrow of Buyer's Property (**paragraph 4**), which is already in escrow with First American Title Co. (Escrow Company), Escrow # 7219644, and has a contractual close of escrow date of 03/17/2025. A copy of the contract for sale of Buyer's Property and the contact information and escrow # for that sale (collectively, "Escrow Evidence") is attached to this COP form or ☐ will be Delivered to Seller within **2 (or _____) Days** after Acceptance.
- 2. BUYER ENTERING INTO CONTRACT FOR SALE OF BUYER'S PROPERTY:** If **1A** or **1B** applies,
 - A.** Buyer shall have **17 (or _____) Days** after Acceptance to enter into a contract for the sale of Buyer's Property.
 - B.** By the earlier of **(i)** the time specified in **2A** or **(ii)** within **2 (or _____) Days** after Buyer entering into contract for the sale of Buyer's Property, Buyer shall Deliver Escrow Evidence to Seller and Escrow Holder.
- 3. LISTING AND MLS STATUS OF BUYER'S PROPERTY:** If **1A** or **1B** applies:
 - A.** Buyer has signed a listing agreement for Buyer's Property with (OR ☐ shall, within **3 (or _____) Days** after Acceptance, sign a listing with) _____ (Real Estate Brokerage).
 - B.** Buyer's Property is or will be submitted to the MLS in the geographical area where Buyer's Property is located OR ☐ Buyer's Property will NOT be submitted to the MLS in the geographical area where Buyer's Property is located.
 - C.** Buyer shall Deliver to Seller evidence of both the listing agreement and, if applicable, the MLS listing within **1 Day** after Acceptance if Buyer's Property is already listed with a Real Estate Brokerage or if not already listed, within **1 Day** after listing with a Real Estate Brokerage.
- 4. CLOSE OF ESCROW OF BUYER'S PROPERTY:** If **1A** or **1C** applies, Buyer has until the following time to close escrow on the sale of Buyer's Property: **(i)** the scheduled close of escrow of Seller's Property or **(ii)** if checked, ☐ no later than **5 (or _____) Days** prior to the scheduled close of escrow of Seller's Property. Once Buyer's Property closes, Buyer can no longer use this contingency to cancel the Agreement.
- 5. STATUS OF SALE OF BUYER'S PROPERTY:** If **1A** or **1C** applies,
 - A.** Buyer agrees to keep Seller informed about the status of the transaction for the sale of Buyer's Property, including any changes, modifications, addenda or amendments to the terms of the accepted offer or delays to or removals of contingencies ("Updates").
 - B.** Within **2 (or _____) Days** after Seller's written request, but no earlier than the applicable time to remove contingencies in the contract for sale of Buyer's Property, Buyer shall Deliver to Seller evidence of the removal of those identified contingencies.
- 6. CANCELLATION OF BUYER'S PROPERTY:** If Buyer's Property is in or enters escrow, and either party to that escrow gives the other a notice of cancellation of contract, Buyer, within **2 (or _____) Days** thereafter, shall Deliver to Seller written notice of that cancellation.
- 7. BACK UP OFFERS AND SELLER RIGHT TO REQUIRE BUYER TO REMOVE CONTINGENCIES OR CANCEL:**
 - A. Back-up Offers:** After Acceptance, Seller shall have the right to continue to offer Seller's Property for sale for back-up offers. The Parties acknowledge that Brokers shall not violate MLS rules requiring accurate property status reporting.
 - B. Removal of Buyer Contingencies and Proof of Funds:** Unless **paragraph 7C(3)** is selected, if Seller accepts a written back-up offer and provides Buyer a Copy of the signed, accepted back-up offer, within the time specified in **paragraph 7C(1)** or **(2)**, Seller shall have the right to give written notice to Buyer to, in writing: **(i)** remove this contingency; **(ii)** remove the loan contingency, if any; and **(iii)** provide verification of sufficient funds to close escrow without the sale of Buyer's Property. Seller may use the bottom of page 2 of this form to comply with the written notice requirement of this paragraph. If Buyer fails to complete these actions within **2 (or _____) Days** after Delivery of such notice, Seller may then immediately cancel the Agreement in writing.
 - C. Time to Give Notice to Remove Contingencies:** Seller shall have the right to invoke the notice provisions in **paragraph 7B**:
 - (1) Immediate Right to Notify Buyer:** Any time after Acceptance;
 - OR (2) Delayed Right to Notify Buyer:** No earlier than **17 (or _____) Days** after Acceptance;
 - OR (3) No Right to Notify Buyer:** Seller shall NOT have the right to invoke the provisions of **paragraph 7B** during the entire term of the Agreement.
- 8. REMOVAL OF CONTINGENCIES:** This contingency can only be removed in writing. Even if Buyer removes this contingency, unless Buyer also performs all actions pursuant to **paragraph 7B**, Seller retains the right to cancel under **paragraph 9**.



9. SELLER RIGHT TO CANCEL: Seller may cancel the Agreement in writing as follows:

- A. After first giving Buyer a written Notice to Remove Buyer Contingencies and Provide Proof of Funds (below), if Buyer fails to take all actions specified in **paragraph 7B**.
- B. After first giving Buyer a NBP, if Buyer fails to enter into contract for the sale of Buyer's Property within the time specified in **paragraph 2A**.
- C. After first giving Buyer a NBP, if Buyer fails to close escrow for the sale of Buyer's Property within the time specified in **paragraph 4**.
- D. After first giving Buyer a NBP, if Buyer fails to Deliver Escrow Evidence within the time specified in **paragraph 1C** or **2B**.
- E. After first giving Buyer a NBP, if Buyer fails to Deliver evidence of the listing of Buyer's Property or, as applicable, the submission of Buyer's Property listing to the MLS within the time specified in **paragraph 3C**.
- F. If Buyer fails to Deliver evidence of removal of contingencies in the sale of Buyer's property as specified in **paragraph 5B**.
- G. If Buyer gives notice to Seller of either party's cancellation of contract for Buyer's Property.

10. BUYER RIGHT TO CANCEL: Buyer may cancel the Agreement in writing if, prior to Buyer's removal of the Buyer's Property contingency specified in **paragraph 1A, B** or **C**, as applicable:

- A. (if **1A** or **1B** applies) Buyer is unable to enter into contract on Buyer's Property within the time specified in **paragraph 2A**; or
- B. (if **1A** or **1C** applies) Either party for Buyer's Property gives notice to the other to cancel the contract for purchase Buyer's Property; or
- C. (if **1A** or **1C** applies) Buyer is unable to close escrow on Buyer's Property within the time specified in **paragraph 4**.

11. TIME FOR PERFORMANCE OF CONTRACT OBLIGATIONS AND DELIVERY OF BUYER DEPOSIT:

- A. **CONTRACT OBLIGATIONS OTHER THAN DEPOSIT:** Time periods in the Agreement for inspections, contingencies, covenants, close of escrow, and other obligations excluding those in this addendum shall begin as specified in the Agreement, or ☐ on the Day after Buyer Delivers to Seller any of the following: (i) Escrow Evidence for Buyer's Property, or (ii) Buyer's election in writing, signed by Buyer, to begin time periods, or (iii) Buyer's removal of this contingency for the sale of Buyer's Property.
- B. **BUYER'S DEPOSIT:** Buyer's deposit shall be delivered to escrow within the time specified in the Agreement, or ☐ within 3 business days after Buyer Delivers to Seller any of the following: (i) Escrow Evidence for Buyer's Property, or (ii) Buyer's election in writing, signed by Buyer, to begin time periods, or (iii) Buyer's removal of this Buyer's Property contingency.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Addendum.

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

NOTICE TO REMOVE BUYER CONTINGENCIES AND PROVIDE PROOF OF FUNDS: Seller hereby gives notice to Buyer to (i) remove this Sale of Buyer's Property contingency; (ii) remove the loan contingency, if any; and (iii) provide verification of sufficient funds to close escrow without the sale of Buyer's Property. If Buyer fails to complete these actions within the time specified in **paragraph 7B**, Seller may then immediately cancel the Agreement in writing. (Note: This Notice to Remove Buyer Contingencies and Provide Proof of Funds is not to be delivered until the time specified in **Paragraph 7C**.)

Seller _____	Date _____
Seller _____	Date _____

