

**ADDENDUM TO PURCHASE AGREEMENT:  
 SALE OF BUYER'S PROPERTY  
 CONTINGENCY**

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1. Date \_\_\_\_\_  
 2. Page 1

3. Addendum to Purchase Agreement between parties, dated \_\_\_\_\_  
 4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at \_\_\_\_\_  
 5. \_\_\_\_\_  
 6. This Purchase Agreement is contingent upon Buyer entering into a valid purchase agreement for the sale of  
 7. Buyer's property located at \_\_\_\_\_  
 8. Buyer's property ☐ **Is Currently Listed** ☐ **Will Be Listed Within** \_\_\_\_\_ **days** with  
 -----(Check one.)-----  
 9. \_\_\_\_\_, broker.  
 10. Seller shall have the right to continue to offer the Property for sale until this Contingency is removed.  
 11. **Seller's Right to Demand Removal of Contingency:** Seller may demand removal of this Contingency at any time.  
 12. To demand removal of this Contingency, Seller, or licensee representing or assisting Seller, shall deliver to Buyer, or  
 13. licensee representing or assisting Buyer, written notice demanding removal of this Contingency.  
 14. **Buyer Removal of Contingency:** To remove this Contingency, Buyer, or licensee representing or assisting Buyer, shall  
 15. deliver to Seller, or licensee representing or assisting Seller, at any time, but not later than \_\_\_\_\_ Business  
 16. Days of receipt of a written notice from Seller, a true copy of a valid, fully signed purchase agreement for the sale  
 17. of Buyer's property that is not contingent upon anything other than financing and that has a closing date not later  
 18. than the closing date in this Purchase Agreement. If Buyer enters into a valid purchase agreement for the sale of  
 19. Buyer's property, as defined here, Buyer shall remove this Contingency as specified in this Addendum.  
 20. Buyer shall have until 11:59 p.m. on the final Business Day referred to on line 15 to remove this Contingency.  
 21. **Closing of Buyer's Property:** If Buyer removes this Contingency for the sale of Buyer's property, this Purchase  
 22. Agreement becomes contingent upon successful closing on the Buyer's property. If Buyer's property does not  
 23. close on or before the closing date in this Purchase Agreement, this Purchase Agreement is canceled. Buyer and  
 24. Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all  
 25. earnest money paid here to be refunded to Buyer. The language in this paragraph supersedes any other provision to  
 26. the contrary in any financing contingency made a part of this Purchase Agreement, if any.  
 27. **Failure to Remove Contingency:** If Seller demands removal, and Buyer does not timely remove this Contingency, this  
 28. Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement*  
 29. confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.  
 30. If neither party timely removes this Contingency, and this Purchase Agreement does not close on or before the closing  
 31. date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of*  
 32. *Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.  
 33. In the event there is more than one Buyer or Seller, the parties agree that any one Buyer may remove the Contingency  
 34. as specified here and any one Seller may demand removal of this Contingency.

35. **OTHER:** \_\_\_\_\_  
 36. \_\_\_\_\_

37. \_\_\_\_\_  
 (Seller) (Date) (Buyer) (Date)

38. \_\_\_\_\_  
 (Seller) (Date) (Buyer) (Date)

39. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
 40. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**