

**SHORT SALE
CONTINGENCY ADDENDUM**

This form approved by the Minnesota Association of REALTORS®,
which disclaims any liability arising out of use or misuse of this form.
© 2009 Minnesota Association of REALTORS®, Edina, MN

1. Date _____
2. Page _____

3. Addendum to Purchase Agreement between parties, dated _____, 20_____, pertaining
4. to the purchase and sale of the property located at _____
5. _____.

6. The proceeds of the sale will not be sufficient to fully pay off all mortgages and other liens against the property. As a
7. result, Seller must obtain "short sale" approval from one or more creditors. There may be various leinholders from
8. whom Seller may need approval: this includes but is not limited to senior and junior liens, if any, homeowner's associations
9. or tax liens.

10. Short Sale Approval in this Addendum is defined as a mutually acceptable agreement between the creditor and Seller
11. to release their liens.

12. This Purchase Agreement is contingent on the Short Sale Approval by Seller's creditors.

13. Seller shall obtain the Short Sale Approval(s) and notify Buyer, or licensee representing or assisting Buyer, in writing
14. of the approval(s) no later than _____. If Seller fails to obtain the necessary approval(s) and
15. provide Buyer, or licensee representing or assisting Buyer, with written notice by this deadline, this Purchase Agreement
16. is canceled, in which case Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* directing
17. the release of the earnest money to Buyer.

18. The following provision(s) modify and supersede any conflicting term(s) in the Purchase Agreement and any Addenda
19. thereto **ONLY IF** the corresponding box is marked (*Select appropriate option(s) a-c.*):

20. (a) Notwithstanding any provision of this Purchase Agreement to the contrary, Buyer shall not be required to provide
21. earnest money until Short Sale Approval has been obtained. Buyer shall pay the earnest money within three
22. (3) business days after Seller provides written notice to Buyer, or licensee representing or assisting Buyer,
23. that said approval has been obtained from all mortgagees and lienholders.

24. (b) Notwithstanding any provision of this Purchase Agreement to the contrary, the timeframe to perform inspection(s) shall
25. commence on the date that Seller provides written notice of Short Sale Approval from all mortgagees and
26. lienholders to Buyer, or licensee representing or assisting Buyer, rather than on final acceptance of this Purchase
27. Agreement.

28. (c) Notwithstanding any provision of this Purchase Agreement to the contrary, Seller, or licensee representing or
29. assisting Seller, **SHALL** **SHALL NOT** have the right to continue to offer the property for sale until this
30. _____
contingency is removed. (Check one.)

31. **OTHER:**

32. _____
33. _____
34. _____

35. **THIS PAGE IS PART OF A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
36. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

**SHORT SALE
CONTINGENCY ADDENDUM**

37. Date _____

38. Page _____

39. **NOTICE:** Buyer and Seller acknowledge the following:
40. • There are alternatives to short sale;
41. • A short sale will have legal, financial or tax consequences;
42. • Non-recoverable expenses may be incurred; and
43. • Buyer and Seller are advised to seek legal, financial and tax advice prior to executing this
44. agreement.

45. _____ (Seller) _____ (Date) _____ (Buyer) _____ (Date)

46. _____ (Seller) _____ (Date) _____ (Buyer) _____ (Date)

47. **THIS PAGE IS PART OF A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**

48. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**