

# SHORT SALE ADDENDUM

## TO THE RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

The printed portion of this contract has been approved by the ARIZONA ASSOCIATION OF REALTORS® ("AAR") This is intended to be a binding contract. No representation is made as to the legal validity or adequacy of any provision or the tax consequences thereof. If you desire legal, tax or other professional advice, consult your attorney, tax advisor, insurance agent or professional consultant.



1. SELLER: \_\_\_\_\_
2. BUYER: \_\_\_\_\_
3. PREMISES: \_\_\_\_\_
4. DATE: \_\_\_\_\_

5. The following additional terms and conditions are hereby included as part of the Contract between Seller and Buyer for the above
6. referenced Premises. Delivery of all notices and documentation shall be deemed delivered and received when sent as required
7. by Section 8m of the Contract.

### 8. CONTINGENT UPON ACCEPTABLE SHORT SALE AGREEMENT

9. Buyer and Seller acknowledge that there is more debt owing against the Premises than the purchase price. Therefore, this
10. Contract is contingent upon an agreement between the Seller and Seller's creditor(s), acceptable to both, to sell the Premises
11. for less than the loan amount(s) ("short sale"). Buyer and Seller acknowledge that it may take weeks or months to obtain
12. creditor(s) approval of a short sale.

13. Nothing shall limit a Seller from accepting subsequent offers from subsequent buyer(s) and submitting the back-up contract(s) to
14. Seller's creditor(s) for consideration. All parties understand and agree that Seller's creditor(s) may elect to allow the Seller to sell
15. the Premises only to the holder of the Contract with terms and conditions most acceptable to creditor(s).

### 16. DOCUMENTATION TO CREDITOR(S)

17. Seller shall submit to creditor(s) a copy of this Contract, including this and other Addenda, and any other documentation required
18. by the creditor(s) for approval of this sale within five (5) days after Contract acceptance. Seller agrees to diligently work to obtain
19. short sale approval and will promptly provide the creditor(s) with all additional documentation required, including an appraisal, at
20. Seller's expense, if required. Seller instructs creditor(s) to provide approval status updates to Broker(s) and Buyer upon request.

### 21. TERMS UPON ACCEPTABLE SHORT SALE AGREEMENT

22. **Agreement Notice:** If Seller and Seller's creditors enter into a short sale agreement, the Seller shall immediately deliver
23. notice to Buyer ("Agreement Notice").
24. **Time Periods:** The date of Seller's delivery of the Short Sale Agreement Notice to Buyer shall be deemed the date of Contract
25. acceptance for purposes of all applicable Contract time periods.
26. **Escrow and Earnest Money:** Buyer shall promptly open Escrow and deposit Earnest Money as described in the Contract
27. upon receipt of Agreement Notice.
28. **Loan Costs:** Buyer will be responsible for all Buyers' Loan Costs.
29. **Seller Warranties:** Buyer hereby waives Seller's warranties as set forth in Lines 163-166 of Section 5a of the Contract that all listed
30. items shall be in working condition at the earlier of possession or COE. However, Seller warrants and shall maintain and repair
31. the Premises so that, pursuant to lines 167-168 of the Contract, at the earlier of possession or COE, the Premises, including all
32. heating, cooling, mechanical, plumbing, and electrical systems (including swimming pool and/or spa, motors, filter systems, cleaning
33. systems, and heaters, if any), free-standing range/oven, built-in appliances and additional existing personal property included in
34. the sale, will be in substantially the same condition as on the date of Contract acceptance and all personal property not included
35. in the sale and all debris will be removed from the Premises.
36. **Close of Escrow:** Close of Escrow shall occur thirty (30) days or \_\_\_\_\_ days after delivery of Agreement Notice.
37. **Creditor Requirements:** Buyer and Seller agree to cooperate with Creditor(s) and sign additional Creditor disclosure(s) or
38. execute additional addendum(s) required by Creditor(s) as a condition of approval of the short sale, provided that Buyer and
39. Seller incur no additional cost or liability.

### 40. BUYER CANCELLATION

41. Buyer may unilaterally cancel this Contract by notice to Seller at any time before receipt of a short sale Agreement Notice from Seller.

Initials: \_\_\_\_\_ / \_\_\_\_\_  
SELLER SELLER



Initials: \_\_\_\_\_ / \_\_\_\_\_  
BUYER BUYER

**LEGAL AND TAX ADVICE**

42. \_\_\_\_\_  
43. **Seller acknowledges that Broker is not qualified to provide financial, legal, or tax advice regarding a short sale**  
44. **transaction. Therefore, the Seller is advised to obtain professional tax advice and consult independent legal**  
45. **counsel immediately regarding the tax implications and advisability of entering into a short sale agreement.**

46. \_\_\_\_\_  
(SELLER INITIALS)

**UNFULFILLED CONTINGENCY**

47. \_\_\_\_\_  
48. In the event that Seller and Seller's creditor(s) are unable to reach a short sale agreement acceptable to both, at the sales price  
49. contained herein, Seller shall promptly notify Buyer of same, and the Contract shall be deemed cancelled due to the unfulfilled  
50. short sale contingency. If applicable, Buyer shall be entitled to a return of any Earnest Money.

**OTHER TERMS AND CONDITIONS**

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76. In the event that any provision contained in this Addendum conflicts in whole or in part with any terms contained in the Contract,  
77. the provisions of this Addendum shall prevail and the conflicting terms are hereby considered deleted and expressly waived by  
78. both Buyer and Seller.

79. \_\_\_\_\_ MO/DA/YR BUYER SIGNATURE BUYER SIGNATURE MO/DA/YR

80. \_\_\_\_\_ MO/DA/YR SELLER SIGNATURE SELLER SIGNATURE MO/DA/YR

Initials: \_\_\_\_\_ / \_\_\_\_\_  
SELLER SELLER

Initials: \_\_\_\_\_ / \_\_\_\_\_  
BUYER BUYER

