

Special Stipulations for a Seller's Market

Buyer Agrees to Pay Additional Cash to Seller at Closing

In addition to the purchase price of the Property, Buyer shall pay Seller at Closing the sum of \$_____ for Seller to use for any of Seller's costs associated with this transaction, including, but not limited to, Seller's attorneys fees and costs to close, real estate commissions, fees paid to a community association to get a clearance letter, Seller's share of ad valorem real property taxes and any other costs Seller may have relating to this transaction.

Property Not Appraising not a Basis for Buyer to Get Back Earnest Money

Notwithstanding any provision to the contrary contained herein, the Loan Denial Letter may not be based solely upon one or more of the reasons set forth in Section 6 of the Conventional Loan Contingency Exhibit and/or the fact that the Property has either not appraised for at least the purchase price or the mortgage lender finds that there is insufficient collateral to support the loan.

Buyer Shall Pay Cash for the Difference Between the Sales Price and the Appraised Price if the Property Does Not Appraise

In the event the Property does not appraise for at least the purchase price, Buyer agrees to pay Seller at closing the difference between the sales price and the appraised value in cash and not use the failure of the Property to appraise for the purchase price as a basis to either terminate this Agreement or ask for a reduction in the sales price. Notwithstanding the above, if the difference between the sales price and the appraised value of the Property is more than \$_____, Buyer shall have the right, but not the obligation, to terminate this Agreement provided that Buyer gives notice to Seller within ____ days of receiving the appraisal of the Property, in which case Buyer shall be entitled to the return of Buyer's earnest money. If Buyer does not terminate the Agreement within this time frame, Buyer's right to terminate on this basis shall be waived and Buyer shall pay cash to Seller at the closing for the entire difference between the appraised value and the sales price of the Property.

Buyer Has Cash to Pay the Difference Between the Appraised Price of the Property and the Sales Price

Buyer warrants that Buyer has, in addition to the needed cash to close, sufficient funds to pay the difference, if any, between the appraised price of the Property and the sales price. Buyer agrees to supply to Seller within ____ days of the Binding Agreement Date, with written evidence that Buyer has at least \$_____ in cash or assets that can easily be liquidated prior to closing to pay for the above amounts. An example of sufficient evidence would be the most recent account statement from a bank, brokerage firm or other financial or investment company (with the account number redacted) in the name of the Buyer showing the account balance.

Escalation Clause with a Cap

Up until the time that Buyer's offer is accepted in writing, Buyer hereby offers \$1,000 more than the next highest bona fide, arm's-length offer received by Seller net of Seller concessions in excess of the concessions being sought by Buyer herein, up to a maximum purchase price of \$_____. If it is determined that a competing offer is not a bona fide, arm's-length offer and that there was some collusion between the Seller and the competing offeror, this Agreement may be terminated immediately by Buyer upon notice to the Seller in which case Buyer shall be entitled to the return of Buyer's earnest money. If Buyer's offer and a competing offer both reach the same cap, Buyer's cap shall be increased by \$_____. Upon request, Seller shall provide Buyer with a copy of the next, highest, bona fide offer with the name and telephone number of the Buyer redacted.

Buyer Purchasing the Property Sight Unseen

Buyer acknowledges that Buyer has been warned of the significant risks involved in purchasing any real property sight unseen. Broker has advised Buyer to have the Property carefully inspected if Buyer is purchasing it sight unseen. Relying on images or videos of the property may not give Buyer an accurate picture of either the property or the neighborhood in which the property is located. Broker may provide Buyer with information requested by Buyer but takes no responsibility for the accuracy or completeness of such information. Buyer agrees to indemnify Broker against any and all claims, causes action and damages that relate to or might arise from buying property sight unseen.

Buyer Agrees Not to Purchase Other Property

Buyer warrants that Buyer is not currently a party to any other purchase and sale contract to buy real property within _____ miles of the Property and will not contract to purchase any other property within _____ miles from this Property during the pendency of this Agreement. If Buyer breaches this warranty, Seller may terminate this Agreement due to Buyer's breach upon notice to Buyer. Buyer acknowledges that Seller will be significantly damaged as a result of such breach and Buyer and Seller agree that Seller shall be entitled to keep Buyer's earnest money as liquidated damages (even if not all of the conditions or contingencies in the Agreement have been fulfilled), or if the Due Diligence Period has not yet expired, it being agreed that the amount is a reasonable pre-estimate of Seller's actual damages and is not a penalty.

Staged Earnest Money

Buyer agrees to pay earnest money in two installments. The first installment of \$_____ will be paid by Buyer to Holder within _____ days of the Binding Agreement Date. The second installment of \$_____ will be paid by Buyer to Holder within _____ days of the Binding Agreement Date unless prior to that time Buyer has terminated the Agreement either due to: 1) the failure of a contingency to which this Agreement is subject; or 2) Buyer lawfully terminating this Agreement pursuant to an express right to do so in the Purchase and Sale Agreement. Notwithstanding any provision to the contrary contained herein, Seller may immediately terminate this Agreement due to the default of Buyer, if Buyer fails to timely pay either of the above-referenced installments when due.