



**BUYER'S SALE CONTINGENCY  
ADDENDUM/AMENDMENT TO  
SCR310 or SCR300 or  OTHER \_\_\_\_\_**

**1. BUYER'S PROPERTY:** [Address, Description]: \_\_\_\_\_

Primary Residence  Second Home  Vacation Home  Rental  Land  Commercial  Other: \_\_\_\_\_  
 FSBO  under contract attached  under contract not attached  listed by: \_\_\_\_\_

**2. SALE CONTINGENCY:** This Contract is contingent upon the marketing and closing of the sale of the **Buyer's Property** no later than  \_\_\_ calendar days prior to the Closing Date or  on the Closing Date ("Buyer's Sale Deadline").

Should the sale of the **Buyer's Property** not close by the Buyer's Sale Deadline, Buyer may terminate this Contract by Notice to the Seller delivered no later than \_\_\_ Business Days after the Buyer's Sale Deadline.

Should the sale of the **Buyer's Property** not close by the Buyer's Sale Deadline, Seller may terminate this Contract by Notice to the Buyer delivered no later than \_\_\_ Business Days after the Buyer's Sale Deadline **unless Parties agreed on any of these:**

Cash Buyer verifies Purchase Price in USD  Buyer's financing is not contingent upon selling **Buyer's Property**.

IF NO PARTY TERMINATES VIA SALE CONTINGENCY, PARTIES FOLLOW CONTRACT WITHOUT SALE CONTINGENCY.

**3. BUYER'S PROPERTY DUTIES:** ~~Between this Contract's Effective Date and the Buyer's Sale Deadline, the Buyer shall:~~

- ~~A. Make only good faith efforts and actions to sell their **Buyer's Property**.~~
- ~~B. Timely inform Seller and Brokers of pertinent information regarding the sale of the **Buyer's Property**.~~
- ~~C. Timely direct brokers or law firms to disclose pertinent information regarding the sale of the **Buyer's Property**.~~
- ~~D. Within \_\_\_ Business Days of contract, deliver to Seller and Brokers copy of each contract for the sale of **Buyer's Property**.~~
- ~~E. Within \_\_\_ Business Days of closing, deliver to Seller and Brokers Notice that the **Buyer's Property** sale has closed.~~

~~**IF BUYER DEFAULTS/BREACHES THESE DUTIES, SELLER MAY SEEK REMEDIES (E.G. TERMINATE, LITIGATION).**~~

**4. MARKETING AND SUBSEQUENT OFFERS:** Seller may continue to market the Property and may accept any offer as a backup contract by using SCR391. [Note: MLS rules may require categorization of Seller's listing as other than "active."]

Upon Seller delivering Notice to Buyer of a subsequent offer from a cash buyer or a subsequent offer that does not contain a SCR504 or buyer's sale contingency, the Buyer shall within \_\_\_ Business Days choose and comply with (a) or (b):

- (a) deliver documentation to Seller that **Buyer's Property** is under a contract of sale scheduled to close by the Buyer's Sales Deadline with no contingencies other than financing and repairs  
or
- (b) remove this sale contingency **ONLY** if closing of the **Buyer's Property** is not required for Buyer to obtain purchase money.

**If Buyer does timely/properly comply with (a) or (b), then Buyer remains in primary/first contract position ahead of subsequent potential buyers; and Seller may only accept the subsequent offer as a backup contract using SCR391.**

**If Buyer does not timely/properly comply with (a) or (b), then either Party may terminate this Contract by Notice.**

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties.

<b>BUYER:</b> _____	<b>Date:</b> _____	<b>Time:</b> _____
<b>BUYER:</b> _____	<b>Date:</b> _____	<b>Time:</b> _____
<b>SELLER:</b> _____	<b>Date:</b> _____	<b>Time:</b> _____
<b>SELLER:</b> _____	<b>Date:</b> _____	<b>Time:</b> _____

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