**SALE PRICE ESCALATION ADDENDUM**

The following additional provisions are attached to and hereby made part of the sales contract dated \_\_\_\_\_ the (“Sales Contract”), for the property known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, between \_\_\_\_\_ (“Buyer”) and \_\_\_\_\_ (“Seller”).

In the event Seller receives another competing offer(s) from a qualified buyer with terms acceptable to the Seller, and from which Seller would realize higher net sale price (contract sales price less Seller concessions, commission, and closing costs) then Buyer hereby increases their offer by the amount necessary to give the Seller a higher net sale price that is $\_\_\_\_\_\_\_\_\_ above the net sale price in the competing offer, not to exceed maximum contract sales price of $\_\_\_\_\_\_\_\_.

This additional amount shall be (select one):

**\_\_\_\_** added to the Buyer’s down payment.

**OR**

**\_\_\_\_** added to Buyer’s financing amount.

If another competing offer(s) contains a similar escalation clause (select one):

**\_\_\_\_** only one escalation clause is authorized.

**OR**

**\_\_\_\_** a total number of **[insert total number of allowable escalations]** escalations are authorized not to exceed maximum contract sales price of $\_\_\_\_\_\_\_\_.

There shall be no appraisal contingency for the increase in purchase price under this addendum, and Buyer shall be required to make-up in cash any short-fall in the mortgage due to an appraisal below the purchase price in the amount of the price increase. **[optional]**

Should this escalation provision be invoked, the Sale Contract shall be deemed ratified when signed by the Seller provided no changes have been made to the Sales Contract other than sales price and financing escalation as agreed to in this addendum.

Buyer and Seller agree to execute revised parts of the Contract of Sale confirming the escalated sales price and financing (if applicable) upon request by either party.

Seller shall attach to this addendum evidence of competing offers without which, at the option of Buyer, this addendum is void and of no effect and the original offer will be valid.

Seller and Seller’s agent represent and warrant that all competing offers are bona ride.

**SELLER:**  **BUYER:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated:

Seller 1 Buyer 1

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated:

Seller 2 Buyer 2