

# RIGHT OF SELLER TO FURTHER MARKET PROPERTY AND NOTICE FORM

DATE: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

THIS FORM attached to that certain contract dated \_\_\_\_\_ and is made a part of said contract by reference as though copied therein verbatim.

IT IS UNDERSTOOD and agreed by both Purchaser and Seller that Seller reserves the right to further market the above-described property. It is further agreed that if Seller receives another contract offer that is acceptable to Seller, Seller, in Seller's sole discretion, may give Purchaser \_\_\_\_\_ hours notice in writing pursuant to the below set forth form to Purchaser or Purchaser's real estate agent to remove all contingencies set forth in the contract to which this form is attached and proceed to closing on the date specified by Seller. Notice by Seller under this paragraph shall be fulfilled by delivering such written notice to Purchaser's address as indicated on the contract or to the address of Purchaser's Agent as shown on the contract, or both. On failure of Purchaser to respond to the Notice to remove all contingencies within the time allowed and proceed to closing, Seller may declare this contract null and void and return the earnest money to Purchaser. If Purchaser wishes to proceed to closing, Purchaser must, within the aforesaid \_\_\_\_\_ hours, notify Seller and/or Seller's agent advising of the removal of all contingencies by Purchaser and Purchaser's willingness to proceed to closing. Purchaser may fulfill Purchaser's notice responsibility under this paragraph by signing the Notice to Purchaser form below.

Purchaser understands that upon the giving of notice by Seller of Seller's receipt of subsequent acceptable contract and the removal of all contingencies by Purchaser, all as provided in the preceding paragraph, should Purchaser fail to close on the agreed date for any reason, Purchaser's earnest money shall be retained by Seller consistent with the terms of the contract.

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
PURCHASER

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## NOTICE TO PURCHASER OF RECEIPT OF ACCEPTABLE SUBSEQUENT CONTRACT

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ (Notice signed by Seller)

DELIVERED TO: \_\_\_\_\_ TIME: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

By delivery of this form, Purchaser is hereby given \_\_\_\_\_ hours written notice that Seller has received another contract offer acceptable to Seller and Purchaser is expected to respond to this notice in writing no later than \_\_\_\_\_ (time and date) that Purchaser has removed all contingencies from the contract to which this form is attached.

That if Purchaser removes all said contingencies, then this contract shall close on \_\_\_\_\_

By signing this form, Purchaser does hereby remove all contingencies set forth in the contract dated \_\_\_\_\_.

Purchaser acknowledges that should Purchaser fail to close following the signing of this form by Purchaser that all Purchasers' rights to the earnest money are forfeited.

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
PURCHASER