

CONTINGENCY FOR SALE AND/OR CLOSING OF BUYER'S PROPERTY ADDENDUM

SELLER: _____

BUYER: _____

PROPERTY: _____

**THE CONTRACT IS CONTINGENT UPON THE SALE AND/OR CLOSING OF BUYER'S PROPERTY
LOCATED AT:** _____

_____ ("BUYER'S Property")

which is or will be listed for sale with _____
on or before _____ with terms as provided in either Paragraph 1 or 2 below.

**CHECK AND COMPLETE APPLICABLE CONTINGENCY #1 BELOW (CLOSING) OR #2 BELOW
(SALE AND CLOSING)**

- ☐ **1. CONTINGENT ON CLOSING: BUYER'S PROPERTY IS CURRENTLY UNDER CONTRACT**
with a Closing Date that permits BUYER to purchase SELLER'S Property by the Closing Date in
this Contract. **This option does not include Seller kick-out rights.**

The following documents and information are provided (*Check applicable box(es)*):

- ☐ Contract for sale of present property
- ☐ Lender letter for buyer of present property
- ☐ Inspections have been completed
- ☐ Inspections have not been completed
- ☐ Inspections issues have been successfully negotiated
- ☐ Other contingencies _____

BUYER agrees to keep SELLER timely informed of the closing status of BUYER'S Property.
Should it become evident that BUYER'S Property will not close within the above timeframe,
BUYER will inform SELLER immediately, and SELLER or BUYER may cancel this Contract.

- ☐ **2. CONTINGENT ON SALE AND CLOSING: BUYER'S PROPERTY IS NOT CURRENTLY
UNDER CONTRACT. This option includes Seller kick-out rights.** BUYER'S Property must
be under contract within _____ calendar days (thirty (30) days if left blank) from the Effective
Date of this Contract (the "Contract Deadline") with a Closing Date that permits BUYER to
purchase SELLER'S Property. If BUYER'S Property is not under contract by the Contract
Deadline, either party may cancel this Contract. If BUYER'S Property is under contract after the
Contract Deadline but before either party cancels this Contract, then neither party will have the
right to cancel due solely to the BUYER'S failure to meet the Contract Deadline.

BUYER (*Check one*): ☐ **MAY** ☐ **MAY NOT** accept an offer for the purchase of BUYER'S
property that is contingent upon the sale and/or closing of another property. If "MAY NOT" is
selected above and BUYER chooses to accept such an offer, SELLER may cancel the contract
within _____ calendar days (two (2) days if left blank) after notification.

- a. If at any time prior to BUYER getting BUYER'S Property under contract, SELLER accepts
another offer on the Property (Backup Contract), SELLER will provide BUYER with signed
Kick-Out Notice/Notice of Backup Contract form of SELLER'S intent to cancel this Contract. If
BUYER wishes to continue with this Contract, BUYER will comply with one of the two options
below within _____ calendar days (two (2) days if left blank):

SELLER | SELLER Initials

Initials BUYER | BUYER

- 51
52 1) Provide SELLER with evidence that BUYER'S Property is now under contract with a
53 closing date that will permit BUYER to purchase SELLER'S Property; or
54
55 2) Provide SELLER with the following:
56 i) An amendment or Kick-Out Notice Response signed by BUYER stating the
57 Contingency for Sale And/Or Closing Addendum is waived and removed from
58 the Contract (This means BUYER will no longer have the right to cancel if
59 BUYER'S Property does not sell or close); AND
60 ii) Evidence from a credible financial institution demonstrating BUYER has
61 sufficient funds and ability (either cash or financing) to close by the Closing
62 Date of the Contract without the sale of BUYER'S Property. For the purposes
63 of this section, if BUYER does not have sufficient funds to purchase without
64 financing, BUYER must provide loan approval consistent with the financing
65 provisions of the Contract that is NOT dependent on nor requires the sale
66 of BUYER'S Property to qualify for the financing needed to purchase the
67 Property.
68
69 b. If BUYER accepts an offer on BUYER'S Property prior to receiving a Kick-Out Notice or
70 cancellation from SELLER, BUYER will notify SELLER in writing of the contract on BUYER'S
71 Property, and the parties will be subject to the terms of Paragraph 1 above in lieu of
72 Paragraph 2. As part of BUYER'S written notice to SELLER, BUYER will provide SELLER with
73 a copy of the contract, including all addenda, and a copy of the relevant lender letter or proof of
74 funds.
75
76

77 ALL PARTIES AGREE THAT UPON REMOVAL OF THE CONTINGENCY FOR THE SALE OF THE
78 BUYER'S PROPERTY, AFTER DELIVERY OF A KICK-OUT NOTICE RESPONSE INDICATING
79 BUYER'S INTENT AND ABILITY TO PROCEED TO CLOSING, **THE EARNEST DEPOSIT IS**
80 **NON-REFUNDABLE.**
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83 **CAREFULLY READ THE TERMS HERE OF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
84 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
85 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
86
87

88
89 _____ DATE _____ BUYER _____ DATE _____
90
91
92 _____ DATE _____ BUYER _____ DATE _____
93

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised November 2025. All previous versions of this document may no longer be valid. Copyright January 2026.