

This addendum is hereby incorporated into the Contract between

\_\_\_\_\_ (Seller)

And

\_\_\_\_\_ (Buyer)

Concerning the Property described as

\_\_\_\_\_ (Address)

In the event that Seller receives one or more additional bona fide arm's length offers on the above referenced Property that are acceptable to Seller and from which Seller would realize a net sales price equal to or greater than the net from Buyer's offering price of \$\_\_\_\_\_, Buyer hereby agrees to pay \$\_\_\_\_\_ more than the net sales price of any of the other competitive offers up to a maximum purchase price of \$\_\_\_\_\_ ("Cap"). Seller hereby agrees to provide Buyer or Buyer's representative with a complete copy of other competitive offer(s) along with Seller's acceptance of this offer, and Seller and Buyer shall then execute an amendment to this Contract to reflect the higher sales price that results from this Addendum. [The parties acknowledge that Buyer's increased offer is based on the net sales price for the Seller, i.e., calculated after any Seller-paid closing costs of concessions.]

Other competing offer(s) may contain similar escalation clauses(s). In that event, each offer will be reviewed independently, and in no circumstance will the final accepted price in the Contract exceed the Cap.

Buyer acknowledges and affirms that this Escalation Addendum has been made of his/her own volition and at his/her own discretion.

All other terms and conditions of the contract to purchase remain in full force and effect.

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date