

Kick-Out Notice/Notice Of Backup Contract

1 **SELLER:** _____

2
3 **BUYER:** _____

4
5 **PROPERTY:** _____

6
7 **EFFECTIVE DATE OF CONTRACT:** _____

8
9 SELLER hereby gives notice to BUYER, or Licensee Assisting Buyer, of SELLER'S receipt and
10 acceptance of a Backup Contract to purchase the Property. Pursuant to the provisions of the Contract
11 relating to the sale of BUYER'S Property, **BUYER HAS _____ CALENDAR DAYS, AS PROVIDED IN THE**
12 **CONTRACT, FROM THE DATE OF RECEIPT OF THIS NOTICE TO COMPLY WITH THE**
13 **REQUIREMENTS FOR WAIVER OF THE CONTINGENCY FOR SALE AND/OR CLOSING OF BUYER'S**
14 **PROPERTY.** If BUYER does not comply with the requirement for waiver within the time provided, the
15 Contract between SELLER and BUYER is terminated and SELLER may proceed with the Backup Contract
16 and shall authorize refund of BUYER'S Earnest Money.

17
18
19 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
20 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
21 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
22

23
24 _____ **SELLER** _____ **DATE**

25
26 _____ **SELLER** _____ **DATE**
27

CERTIFICATE OF DELIVERY.

A copy of the foregoing Notice was delivered by _____ (method of delivery) to

on _____ (date of delivery)

By: _____ / _____
(Print Name) (Signature of Person Delivering Notice)