



### ADDENDUM FOR "BACK-UP" CONTRACT

ADDENDUM TO CONTRACT BETWEEN THE UNDERSIGNED PARTIES  
CONCERNING PROPERTY AT

\_\_\_\_\_  
(Street Address and City)

- A. The Contract to which this Addendum is attached (the "Back-Up Contract") is binding upon execution by the parties, and the earnest money and any Option Fee must be paid as provided in the Back-Up Contract. The Back-Up Contract is contingent upon the termination of a previous contract (the "First Contract") between Seller and \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_, for the sale of Property. Except as provided by this Addendum, neither party is required to perform under the Back-Up Contract while it is contingent upon the First Contract.
- B. If the First Contract terminates on or before 5:00 p.m. on \_\_\_\_\_, \_\_\_\_\_ (the "Contingency Date"), the Back-Up Contract will no longer be contingent upon the termination of the First Contract. Seller must notify Buyer immediately of the termination of the First Contract. For purposes of performance, the effective date of the Back-Up Contract will be deemed to be the date Buyer receives notice of termination of the First Contract or the Contingency Date, whichever is earlier.
- C. If the First Contract does not terminate by the Contingency Date, the Back-Up Contract terminates and the earnest money will be refunded to Buyer.
- D. An amendment or modification of the First Contract will not terminate the First Contract.
- E. If Buyer has the unrestricted right to terminate under Paragraph 7D(1), the time for giving notice of termination begins on the effective date of the Back-Up Contract, continues through the deemed effective date of the Back-Up Contract and ends upon the expiration of the number of days specified in Paragraph 7D(1).
- F. For purposes of this Addendum, time is of the essence. Strict compliance with the times for performance stated herein is required.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

The form of this addendum has been approved by the Texas Real Estate Commission. Such approval relates to this form only. No representation is made as to the legal validity or adequacy of any provision in any specific transaction. It is not suitable for complex transactions. Extensive riders or additions are not to be used. (06-98)Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512)459-6544 (<http://www.trec.state.tx.us>) TREC No. 11-3. This form replaces TREC No. 11-2.