Short Sale Addendum to Purchase and Sale Contract

FLORIDA ASSOCIATION OF REALTORS®

The following provisions are made part of the Contract for Sale and Purchase or Residential Sale and Purchase Contract between _____ (**Seller**) and _____ (**Buyer**) concerning the Property located at _____.

1. **Approval of the Lender:** This Contract is contingent upon: (a) the **Seller's** lender(s) and/or other lien holder(s) (collectively the "Lender") approval of the purchase price, terms of the Contract and the HUD-1 settlement statement (b) the Lender's agreement to accept a payoff which is less than the balance due on the loan or other indebtedness and (c) the Lender's release and satisfaction of the mortgage(s) and/or other lien(s) upon receipt of discounted payoff amount(s). If Seller does not deliver written notice to Buyer that Lender has approved the purchase price and contract terms within _____ days from Effective Date ("Approval Deadline") (45 days if left blank), either party may thereafter cancel the Contract by delivering written notice to the other.

2. **Time periods:** (check one)
   ❑ All time periods under the Contract shall commence from the date **Seller** delivers written notice to **Buyer** that the Contract has been approved by the Lender.
   ❑ All time periods under the Contract shall commence from the Effective Date under the Contract.
   Buyer and Seller agree to extend the Closing Date in the Contract, not to exceed _____ days if the Lender requires additional time to complete the short sale transaction.

3. **Acknowledgement by Buyer: Buyer** acknowledges that the Lender is not a party to the Contract and therefore is not obligated to approve the Contract or to effectuate a short sale involving the Contract after approving the Contract and its terms. **Buyer** further acknowledges that **Seller** is not liable for delays caused by Lender or costs and expenses incurred by **Buyer** under the Contract if Lender does not complete the short sale after Lender approves.

This addendum amends the above-referenced Contract between **Seller** and **Buyer**. All other non-conflicting provisions of that agreement remain in full force and effect.

_____	_____	_____	_____
SELLER	DATE	SELLER	DATE
_____	_____	_____	_____
BUYER	DATE	BUYER	DATE

SAMPLE

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