

**SALE & SETTLEMENT OF OTHER PROPERTY CONTINGENCY  
(WITH RIGHT TO CONTINUE MARKETING) ADDENDUM TO AGREEMENT OF SALE**

**SSP-CM**

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

1 **PROPERTY** \_\_\_\_\_

2 **SELLER** \_\_\_\_\_

3 **BUYER** \_\_\_\_\_

4 **DATE OF AGREEMENT** \_\_\_\_\_

5

6 1. This Agreement of Sale is contingent upon the sale and settlement of Buyer's Property at: \_\_\_\_\_

7

8

9 2. Buyer acknowledges that Seller has the right to continue to offer Seller's Property for sale to other prospective buyers.

10

11 3. In the event Seller accepts an Agreement of Sale for Seller's Property from another buyer, **this Agreement is thereby terminated.**  
12 Seller will immediately notify Buyer in writing of the termination, and deposit monies paid on account of purchase price will be  
13 returned to Buyer.

14

15 4. Seller's right to market the Property and accept another Agreement of Sale will cease upon Seller's written approval of the terms  
16 and conditions of an Agreement of Sale for Buyer's Property.

17

18 5. If Buyer's Property is not under an Agreement of Sale, approved in writing by Seller, on or before \_\_\_\_\_,  
19 Seller may terminate the Agreement by written notice to Buyer and all deposit monies paid on account of purchase price will be  
20 returned to Buyer. Buyer and Seller agree to extend the date for Buyer's Property to be under an Agreement of Sale until Seller ter-  
21 minates this Agreement by written notice to Buyer.

22

23 6. The terms of this Addendum change and prevail over the provision of the Mortgage Contingency Clause giving Seller the right to  
24 terminate the Agreement of Sale if the Buyer's mortgage commitment is conditioned upon the sale and settlement of Buyer's  
25 Property.

26 **All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.**

27 **WITNESS** \_\_\_\_\_ **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

28 **WITNESS** \_\_\_\_\_ **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

29 **WITNESS** \_\_\_\_\_ **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

30 **WITNESS** \_\_\_\_\_ **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_

31 **WITNESS** \_\_\_\_\_ **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_

32 **WITNESS** \_\_\_\_\_ **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_

33 **WITNESS** \_\_\_\_\_ **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_