



**RIDER 11**  
**PRIOR CONTRACT TERMINATION CONTINGENCY**  
**This Contract is Intended to be a Binding Real Estate Contract**



Rev. 01/2012

This Prior Contract Termination Contingency Rider ("**Rider**") is made a part of and incorporated into that certain real estate contract between \_\_\_\_\_ ("**Buyer**") and \_\_\_\_\_ ("**Seller**") dated \_\_\_\_\_, 20\_\_\_\_ ("**Contract**") for the purchase and sale of that certain real estate commonly known as: \_\_\_\_\_ ("**Property**").

(address)

(unit #)

(city)

(state)

(zip)

**I.** Except as modified by this Rider, all of the terms and conditions contained in the Contract remain in full force and effect. In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of the Contract, the terms and conditions of this Rider shall prevail. Capitalized terms used and not defined in this Rider shall have the meaning given to such terms in the Contract.

**II.** The rights and obligations of **Buyer** and **Seller** under the Contract and this Rider are expressly contingent upon the termination of the existing contract between (~~strike one~~) **Buyer / Seller** and \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_ ("**Prior Contract**").

**III.** If (~~strike one~~) **Buyer / Seller** does not deliver written notice to the other party that the Prior Contract has been terminated on or prior to \_\_\_\_\_, 20\_\_\_\_ (the "**Contingency Deadline**"), the CONTRACT SHALL AUTOMATICALLY BECOME NULL AND VOID AND OF NO FURTHER FORCE AND EFFECT ON THE CONTINGENCY DEADLINE AND THE EARNST MONEY, INCLUDING ALL INTEREST ACCRUED THEREON, IF ANY, SHALL BE RETURNED TO BUYER.

\_\_\_\_\_  
Buyer's Signature Date

\_\_\_\_\_  
Seller's Signature Date

\_\_\_\_\_  
Buyer's Signature Date

\_\_\_\_\_  
Seller's Signature Date