

Property Address: _____ Sale of Buyer's Property Contingency Rider page _____ of _____



**RIDER
REAL ESTATE PURCHASE CONTRACT
Greater Hartford Association of REALTORS®, Inc.**

This rider should be used if Buyer does not yet have a fully executed contract on the property they are selling.

SALE OF BUYER'S PROPERTY CONTINGENCY ("HUBBARD")

This Contract is contingent upon (i) Buyer contracting for the sale of Buyer's property, located at _____ and the (ii) satisfaction of all material contingencies contained in such Contract, including any mortgage contingency. Buyer shall promptly notify Seller of the satisfaction of all such material contingencies, by signing and delivering to the Seller the Removal of Sale of Buyer's Property Contingency ("Hubbard") form referenced below.

Buyer promises and agrees to promptly list Buyer's property, with a real estate broker and to otherwise use Buyer's diligent and best efforts to secure such sale, keeping Seller fully informed of such efforts.

If the contingencies set forth above are not satisfied by _____ (the "Contingency Date") (time being of the essence), then this contract shall terminate.

Seller may continue to show the Property and shall notify Buyer in writing if Seller receives a subsequent written offer to purchase the Property, which is acceptable to Seller, but which may/ may not contain a sale of buyer's residence contingency rider or clause. Buyer shall have _____ calendar days (time being of the essence) after receipt of such notice to remove this Sale of Buyer's Property Contingency in accordance with the Contingency Removal below. If Buyer does not remove the Sale of Buyer's Property Contingency within said period, then this Contract shall terminate.

Other conditions: _____

If this Contract is terminated pursuant to the terms of this Rider, all sums deposited by Buyer shall be returned to Buyer and neither party shall have any further rights or obligations under this Contract.

BUYER: _____ DATE: _____

BUYER: _____ DATE: _____

SELLER: _____ DATE: _____

SELLER: _____ DATE: _____

NOTE:

TO REMOVE THIS CONTINGENCY, SEE REMOVAL OF SALE OF BUYER'S PROPERTY CONTINGENCY ("HUBBARD") FORM

Make sure that the address of the property that the buyer is purchasing has either populated or is written in and make sure the page is numbered (e.g. 6 of 9);

Type in the address of the property the Buyer must sell to purchase the new property.

Type in the date the Buyers have in order to get a fully executed contract and have all material contingencies satisfied on the property they are selling. It should be a reasonable amount of time that reflects market conditions.

Check off only one box that will allow what type of offer the Sellers can accept.

Type in the number of days by which the Buyer must either release the Hubbard contingency or terminate the contract. (e.g. 3 calendar days.)

Type in any other negotiated terms. (e.g. If the Buyer is able to obtain the cash for the purchase without selling property then the contingency will be removed upon proof of funds and completing the contingency removal form or the listing agent of the Buyer's property has to give periodic progress updates to the listing agent of the property the Buyer hopes to purchase, etc.)

Each Buyer signs their names, prints their names, and dates the form. (Date should coincide with the Purchase and Sale of the property the *Buyer is buying*).

Each Seller signs their names, prints their names, and dates the form. (Date should coincide with the Purchase and Sale of the property the *Buyer is buying* from the Seller.)