

If signed by all Parties, the clause(s) below will be incorporated as **SECTION 4.3** into the AS /S Residential Contract for Sale and Purchase of Teardown Real Estate *between:*

Milam, Henry Ernest and Marjorie P (“Seller)

And

\_\_\_\_\_ (“Buyer”)  
(print full name(s), last name first)

*Concerning the property described as 902 SE 12<sup>th</sup> CT, Fort Lauderdale, FL 33316 situated in Broward County:*

**4.3**

**(i)** This Contract **IS CONTINGENT** on the Sale of and Closing of Buyer’s Property located at \_\_\_\_\_, **by the**

**42<sup>nd</sup> Day after THIS Contract’s Effective Date**, on the \_\_\_\_\_ of \_\_\_\_\_, 2026 (“Home Sale Contingency Period”). If the Sale of Buyer’s Property does not Close by the 42<sup>nd</sup> Day from the Effective Date of this Contract, **Buyer may elect:** to deliver within **3** days thereafter **written notice** to Seller, to **EITHER** (a) TERMINATE this Contract, in which event, and provided the Buyer is not in DEFAULT under the terms of this Contract, the Earnest Money Deposit, less the \$100 non-refundable Initial Deposit, shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract; **OR** to (b) WAIVE and REMOVE this Contingency and all Financing Contingencies, and proceed with this Contract to Close on the Closing Date, or as soon as possible after the Closing Date, if that day has passed.

**(ii)** Buyer acknowledges and agrees that in **NO** event shall this Contingency delay Closing on this Contract for more than **15** Days after the agreed upon Closing Date of this Contract. If Buyer relying on this Contingency is unable or unwilling to Close on this Contract for more than 15 days after the Closing Date, **Seller may elect:** to (a) TERMINATE this Contract, and recover and retain the Earnest Money Deposit, thereby releasing Seller and Buyer from all further obligations under this Contract; **OR** (b) proceed with this Contract by extending the time to Close by an additional 15 Days, **AFTER** the Buyer makes an ADDITIONAL DEPOSIT and WAIVES and REMOVES this and all Contingencies and agrees to accept all Defects. If Seller elects option 4.3 (ii)(b), Buyer must make an **Additional Deposit** to Escrow Agent within **3** days from receipt of Seller’s Notice in the amount of \$ \_\_\_\_\_, or Seller and Buyer shall proceed as if Seller had always elected option 4.3(ii)(a), and the Contract will Terminate.

**(iii)** Within **3** days of Executing this Rider, Buyer shall deliver a copy of **Buyer’s Property Listing**, or other verifiable proof that Buyer’s Property is presently offered For Sale, to Seller and Escrow Agent. If Buyer fails to timely provide proof that Buyer’s Property is For Sale, Seller may elect in writing to TERMINATE this Rider and Contingency, and this Contract will proceed as if no such Rider and Contingency had been contemplated, and if Buyer fails to Close due Buyer’s to the inability to sell Buyer’s Property, Buyer will be in DEFAULT.

(iv) Buyer agrees that upon entering into a Primary or Back-up Contract for the Sale of Buyer's Property, Buyer shall give Seller and Escrow Agent a copy of such Contract(s) with the third Parties' identification and Purchase Price information obliterated within **3** days of such Contract's Execution. Buyer agrees that Buyer shall **REQUIRE** Kick Out Clauses in the Contract(s) Buyer Executes for Buyer's Property, *and* that that Buyer shall **ACCEPT** Back-up Contracts for Buyer's Property. Buyer represents that Buyer's Property **IS/IS NOT** presently under Contract For Sale (pick one, if no selection, then IS NOT). If Buyer's Property is currently under Contract, Buyer shall provide Seller and Escrow Agent with a copy of said Contract with in **3** days of the Execution of this Rider, with the names of third Parties and Purchase Price obliterated.

(v) Buyer represents that Buyer's Property **IS** currently Offered for Sale, and that Buyer's Property has been offered For Sale since the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ (date of listing).

(vi) Buyer represents that Buyer **IS/IS NOT** (pick one) represented by a Seller's Real Estate Agent/Brokerage in the Sale of Buyer's Property (if no selection, then *IS NOT*).

Name of Buyer's Real Estate Agent, if so represented: \_\_\_\_\_

with \_\_\_\_\_ (name of Brokerage). Buyer's Agent's for Buyer's Property:

mailing address: \_\_\_\_\_

phone number \_\_\_\_\_

email address \_\_\_\_\_

MLS# for Buyer's Property: \_\_\_\_\_

(vii) Buyer agrees to keep Seller informed in writing on Buyer's progress selling Buyer's Property, including but not limited to level of third party interest in Buyer's Property, number of third party showings and showing requests, number of Offers received, third party Open House responses and attendance levels, and changes in Asking Price. Buyer authorizes Buyer's Agent and Broker to disclose Buyer's Property Sale status and progress to Seller and Escrow Agent. If Buyer fails to timely deliver any written notice to Seller prior to the expiration of the Home Sale Contingency Period, Buyer shall proceed forward with this Contract as though Buyer had opted to Purchase **THIS** Property with NO BUYER HOME SALE CONTINGENCY, **unless** Seller elects to terminate this Contract within **3** days of the expiration of the Home Sale Contingency Period. If Seller so elects, provided Buyer is not in Default under the terms of this Contract, Buyer shall be refunded the Earnest Money, less the \$100 non-refundable Initial Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(viii) Buyer agrees to use Good Faith and Diligent effort to sell Buyer's Property. Buyer's failure to use Good Faith and Diligent effort to sell Buyer's Property shall be considered DEFAULT and will result in the loss of Earnest Money, if Buyer fails to Close this contract as a result of Buyer's inability or unwillingness to sell Buyer's Property. Diligent effort includes, but is not limited to, placing a "For Sale" sign on Buyer's Property, maintaining an active listing, making Buyer's Property readily accessible to potential purchasers and their Agents, maintaining the Property in the best possible condition; maintaining a clean and tidy yard

and home interior, conducting Open Houses at Buyer's Property, maintaining productive relationships with potential purchasers and their Agents.

\_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (Seller)

\_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (Seller)

\_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (Buyer)

\_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (Buyer)