**APPRAISAL GAP ADDENDUM TO CONTRACT**

Seller and Buyer hereby incorporate the following terms and conditions into that certain “AS IS” Residential Contract for Sale and Purchase by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (collectively referred to herein as “Seller”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (collectively referred to herein as “Buyer”), dated \_\_\_\_\_\_\_\_\_\_\_\_ (“Contract”), for the Property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as follows:

NOW THEREFORE in consideration of the mutual promises and agreements of each signatory set forth in this Addendum, the sufficiency of which is hereby acknowledged, it is agreed by, between, and among Seller and Buyer that:

1. If the Property value as determined by a Certified Home Appraiser to be agreed upon by the parties (the “Appraisal Value”) is less than the Purchase Price by $\_\_\_\_\_\_\_\_\_\_\_ or less, the Buyer:
   1. Agrees to pay the difference between the Appraisal Value and Purchase Price at Closing by paying cash at closing, and
   2. Waives any provisions of the Contract which would permit Buyer to terminate the Contract based upon the failure of the Property to appraise for an amount equal to or greater than the Purchase Price, including the failure of the Property to satisfy Lender requirements for financing based on the Appraisal Value.
2. The failure of Buyer to remit payment pursuant to Paragraph 1(a) of this Addendum shall constitute a material default of the Contract and in such event, Seller shall be entitled to the Initial Deposit and any Additional Deposits.
3. In the event the Appraisal Value is more than $\_\_\_\_\_\_\_\_\_\_\_ below the Purchase Price, Buyer may terminate the Contract by delivering written notice to Seller within five (5) days of receipt of the Appraisal and in such event, Buyer shall be entitled to a return of the Initial Deposit and any Additional Deposits. If Buyer fails to deliver written notice to Seller within five (5) days of Buyer’s receipt of the Appraisal, Buyer waives the right to terminate the Contract pursuant to this Paragraph.
4. In the event any of the terms of the Contract or any previous Addenda or amendments to the Contract conflict or contradict the terms of this Addendum, the terms of this Addendum shall control.
5. All other terms and conditions of the Contract not specifically amended in this Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties to this Addendum have acknowledged and signed this Addendum on this \_\_\_\_ day of \_\_\_\_\_\_\_\_, 2022.

Seller: Buyer:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller: Buyer:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_