

**THIS IS A LEGALLY BINDING AGREEMENT.  
IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.**



The REALTOR® negotiating this agreement is a member of the Nebraska REALTORS® Association  
And as such is governed by its Code of Ethics and Rules and Regulations.

**INSURANCE CONTINGENCY AND ADDENDUM  
TO PURCHASE & SALE AGREEMENT**

The Seller and Buyer named in the Purchase Agreement dated \_\_\_\_\_, \_\_\_\_\_  
for the sale of \_\_\_\_\_ agree the following terms (noted by marking the squares) shall be a part of the  
Purchase Agreement:

- ☐ Within five (5) days after acceptance of the Contract, Seller shall deliver to Buyer a written five-year Premises claims history from Seller's insurance company OR a Comprehensive Loss Underwriting Exchange ("C.L.U.E.") report regarding the Premises with any reference to date of birth or social security number obscured (available at [www.choicetrust.com](http://www.choicetrust.com)).
- ☐ Prior to the Inspection Deadline (or if no Inspection Deadline, then \_\_\_\_\_), Buyer shall obtain written confirmation of the availability and cost of homeowner's insurance for the Premises from Buyer's insurance company. This Purchase Agreement is conditioned upon Buyer obtaining a homeowners or property insurance binder on the Property at an annual premium not to exceed \_\_\_\_\_ [if not filled in then ½ of 1% of the purchase price in the Purchase Agreement, with a deductible not to exceed \$1000]. Buyer shall make application for insurance within \_\_\_\_\_ days (7 days if not filled-in) after mutual acceptance of this Purchase Agreement, but in no event prior to the time Buyer has received any Premises claims history requested under this Addendum. This contingency shall be deemed satisfied unless Buyer has delivered written notification to Seller, on or before the Inspection Deadline, of Buyer's inability to obtain a property insurance binder according to the terms hereunder.
- ☐ Buyer shall provide Seller with proof of insurability of Buyer (without regard to specific property on or before the Inspection Deadline (or \_\_\_\_\_ if no Inspection Deadline). This Purchase Agreement is conditioned upon Buyer's proof of insurability. Seller may continue to market the Property and accept back-up offers, prior to the time Buyer provides proof of insurability, which shall be deemed satisfied by proof of current homeowner's insurance in force and effect or by written confirmation of intent to insure from Buyer's insurance agent.

In the event of failure of any contingency in this Insurance Contingency and Addendum, this Purchase Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

\*note each party should INITIAL by the paragraphs to be included in the Addendum.

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