

Eastern Connecticut Association of REALTORS®  
**Buyer's Sale of Home Contingency (Hubbard Clause)**  
**Addendum to Offer/Purchase and Sale Agreement**



Buyer(s) \_\_\_\_\_  
 Address \_\_\_\_\_  
 Seller(s) \_\_\_\_\_  
 Address \_\_\_\_\_

\_\_\_\_\_ (the "Property") \_\_\_\_\_  
 Property Address \_\_\_\_\_ Date \_\_\_\_\_

*The Parties hereto agree that this Addendum be incorporated into and made an integral part of my Offer/Contract to Purchase and/or Purchase and Sale Agreement between the parties and that these documents shall be taken together as the "Contract".*

Buyer and Seller acknowledge that Buyer's ability to purchase the above-referenced Property may depend upon Buyer's ability to sell certain other real property currently owned by Buyer, which property is known as and numbered

\_\_\_\_\_ ("Buyer's Property").  
 For this reason, Buyer and Seller agree to the following terms and conditions:

1. **BUYER'S RIGHTS, OBLIGATIONS AND/OR WAIVER OF RIGHTS** - If, despite reasonable and diligent efforts, Buyer is unable to procure a fully executed contract for the sale of Buyer's Property by \_\_\_\_\_, 20\_\_\_\_ (hereinafter, the "Contingency Date"), then Buyer may terminate this Contract by delivering to Seller or Seller's Agent not later than 5:00 pm on the Contingency Date (or, if applicable, the Accelerated Contingency Date as defined below) written notice of Buyer's termination of the Contract for such reason. In the event that Buyer's written notice of termination has been duly and timely received by Seller or Seller's Agent, then this Contract shall immediately become null and void, all obligations of the parties hereunder shall cease, and all earnest money deposited by Buyer shall be immediately returned to Buyer, without further recourse to either party. In the event, the Seller or Seller's Agent does NOT receive from Buyer written notice of termination by 5:00 pm on the Contingency Date, then this contingency shall be deemed waived by Buyer, and the Buyer shall thereafter have no further termination right under this Addendum and shall otherwise be bound to perform under all terms and conditions of the Contract.

2. **SELLER'S RIGHTS AND OBLIGATIONS / ACCELERATION OF CONTINGENCY DATE** - Seller may, in Seller's sole and absolute discretion, continue to market the Property for sale and solicit and negotiate additional offers to purchase the Property until the Contingency Date identified above, provided that all prospective buyers shall be notified that the Property is already under binding contract to be sold and that any negotiations of any such additional offers to purchase shall explicitly be made contingent upon the termination of this Contract between Buyer and Seller. If the Seller receives a bona fide written offer to purchase the Property and is interested in pursuing any such additional offer, then Seller shall so notify Buyer in writing. Upon written receipt of such notice by Buyer the Contingency Date Shall be accelerated and shall be established as 5:00 pm on the date two (2) business days after the date on which Buyer receives Seller's notice under this Paragraph (hereinafter, the "accelerated Contingency Date"). Upon receipt of such notice; Buyer must either exercise Buyer's right to terminate this Contract or *waive* Buyer's right to terminate this contract in the manner set forth in Paragraph 1 above. In such circumstance all the terms and conditions set forth in Paragraph 1 shall immediately apply, with the sole exception that the Accelerated Contingency Date as defined in this Paragraph shall take the place of the original Contingency Date recited in Paragraph 1.

3. **RELATION TO MORTGAGE CONTINGENCY CLAUSE, IF APPLICABLE** - In the event Buyer does not terminate this Contract pursuant to the terms hereof, failure to sell and/or procure a contract for the purchase and sale of Buyer's property shall not be deemed valid justification for Buyer's exercise of any termination rights that might be granted pursuant to the terms of any financing contingency to this Contract.

4. For purposes of this Addendum, "Business Day" shall mean all calendar days except Sundays and legal public holidays.

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

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

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

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