

**BACK-UP AGREEMENT CONTINGENCY
EXHIBIT “ _____ ”**



2020 Printing

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as: _____, _____, Georgia _____.

1. Buyer and Seller acknowledge that this Agreement is a “backup” or “Secondary Agreement” to the primary agreement, which may be amended from time to time, (“Primary Agreement”) with a Binding Agreement Date of _____ (“Primary Buyer”) and that backup Buyer has no right to purchase the Property unless the Primary Agreement is terminated and Seller gives notice to Buyer of the same.
2. Upon the closing of the sale of the Primary Agreement, this Agreement shall terminate and Buyer shall be entitled to a refund of Buyer’s earnest money.
3. Buyer agrees that any amendments to the Primary Agreement shall not alter the priority of this Secondary Agreement as a backup agreement to the Primary Agreement.
4. Buyer acknowledges that Buyer shall have no right to examine or be advised of the terms of the Primary Agreement or any amendment thereof.
5. In the event the Primary Agreement is terminated, Seller shall deliver notice of the same to Buyer, this Agreement shall become primary and no longer subject to this Contingency Exhibit and Buyer and Seller shall close on this Agreement in accordance with its terms and conditions, provided, however, that: (a) notwithstanding anything to the contrary contained herein, all parties agree that the time limits (except the delivery and deposit of Earnest Money) shall commence on the date that notice of the termination of the Primary Agreement is provided; and (b) the closing date shall be the date listed in the Agreement unless because of the change in the Binding Agreement Date any of the time periods for Buyer to conduct due diligence, or fulfill other contingencies in the Agreement extend beyond the closing date in which event the new closing date shall be seven (7) days from the last date Buyer has to fulfill Buyer’s contingencies or the end of any Due Diligence Period, whichever is later.
6. If this Agreement has not become primary by _____, this Agreement shall automatically terminate. Moreover, Buyer can terminate this Agreement at any time prior to receiving the Notice from Seller that this Agreement has become primary by giving notice of the same to Seller and paying Seller a termination fee of Ten Dollars (\$10).

Buyer’s Initials: _____

Seller’s Initials: _____

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