



Lynchburg Association of REALTORS®
Escalation Clause Addendum to Purchase Agreement

THIS IS AN ADDENDUM to the Purchase Agreement dated _____, 20__ (the "Purchase Agreement"), by and between _____ ("Seller") and _____ ("Purchaser") for the purchase and sale of certain real property known as _____, Virginia (the "Property") and shall be attached to and made a part of the Purchase Agreement.

1. If Seller receives one or more bona fide written offers to purchase the Property prior to ratification and delivery of this executed Purchase Agreement, then the Purchase Price in the Purchase Agreement shall be increased by _____ (\$_____) over the purchase price set forth in the highest bona fide written offer received by Seller, net of Seller concessions, but not to exceed _____ (\$_____) (the "Purchase Price Limit"). If any other bona fide written offers include an escalation provision, then the purchase price increase set forth above shall be applied to the maximum escalated purchase price, net of Seller concessions, in such other offers but shall not exceed the Purchase Price Limit. Listing firm shall provide Selling Firm with a copy of the highest bona fide written purchase offer at the time of ratification and delivery of this signed Purchase Agreement. Seller shall not block out any terms contained in such bona fide written purchase offer, except for purchaser's name but only if the purchaser has directed the Seller or listing firm not to disclose purchaser's name. Upon request of either party, Purchaser and Seller shall confirm in writing the final Purchase Price of the Property. The failure of any party to respond to such request shall be a default but shall not invalidate this Addendum or the Purchase Agreement. As used herein, "Seller concessions" shall mean all deductions or credits by Seller to a purchaser set forth in the bona fide written offer, including but not limited to, Seller paid closing costs, prepaids and lender points.

2. **[Select only one box below]:**

- ☐ **Waiver of appraisal valuation.** Paragraph 6 of the Purchase Agreement is hereby amended to state the sale of the Property is not subject to the Property's appraised value equaling or exceeding the Purchase Price. Purchaser agrees to proceed to settlement without regard to the amount of any appraisal performed by Purchaser's lender. Purchaser shall pay in cash at settlement any amount required in excess of the loan proceeds provided by Purchaser's lender.
- ☐ **Retained appraisal valuation.** Purchaser retains all rights and remedies to an appraisal of the Property as set forth in Paragraph 6 of the Purchase Agreement.

3. Except as modified by this Addendum, all other terms and conditions of the Purchase Agreement are hereby ratified and reaffirmed.

WITNESS the following authorized signatures:

Purchaser Date

Seller Date

Purchaser Date

Seller Date

Purchaser Date

Seller Date

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