**RIDER 2**

**TO PURCHASE AND SALE AGREEMENT**

[Decorating Allowance]

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| **DISCLAIMER: This Rider is not a final or complete instrument, and includes several options which may be included or deleted, and should not be executed in their present form. The HBAA and its local chapters do not assume any liability for damages arising from the use of this document and any exhibits and attachments thereto and give no opinion that any of the terms and conditions in this document or any exhibits and attachments should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated between the parties based upon the respective interests, objectives, and bargaining positions of all interested parties. Seek specific legal advice from your lawyer.** |

The terms of this Rider (the “Rider”) are hereby incorporated into and made a part of the Purchase and Sale Agreement Conventional Form (the “Agreement”) dated the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Seller”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Buyer”). Defined terms as used herein shall have such meaning as may be ascribed to such terms in the Agreement. To the extent of any inconsistency in the terms and conditions of this Rider and the terms and conditions of the Agreement, the terms and conditions of this Rider shall control. Seller and Buyer further agree as follows:

“Decorating Allowance. Seller may allow Buyer to select some or all of the decorating items to be incorporated into the Dwelling, provided that same have not already been incorporated therein. Such items may include brick, paint colors, roof colors, light fixtures, wall paper, and floor covering for which Seller shall establish allowances. Buyer shall make such selections within seven (7) working days after the request by Seller. If selections of Buyer exceed the amount of allowances established by Seller, then Buyer shall pay such portion of any such excess as shall be required by Seller at the time of making the selections, and the balance, if any, shall be paid upon the Closing, in addition to the Purchase Price. The allowances established by Seller and which are included in the Purchase Price are attached hereto as Exhibit “A” and made a part hereof. In no event shall the Purchase Price be reduced as the result of the expenditure of less than the allowance for any particular item.

The parties hereto have initialed below evidencing and agreeing that this Rider is a part of the Agreement described above.

 **SELLER:**

 **\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_**

 **BUYER:**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_**

**EXHIBIT A**

**Decorating Allowance**

**Allowance Item** **Allowance Amount**