**RIDER 12**

**TO PURCHASE AND SALE AGREEMENT**

[Break Clause]

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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:

“Sellershall have the right to continue to advertise, market, show and negotiate the sale of the Property to other parties. In the event Sellerdetermines that Selleris able to reach an agreement with another party for the sale of the subject property to that party on terms and conditions acceptable to Seller, then Sellershall have the right to give written notice to Buyer. Said notice shall set forth the fact that Seller has located another party willing to purchase the Property and that Buyer shall have a period of forty-eight (48) hours after the giving of said notice to agree, in writing, to waive and release any contingencies of any kind upon the obligation of Buyerto close the purchase and sale of the Property hereunder including, but not limited to contingencies on financing, sale of existing home, or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. If Buyer does not, within said forty-eight (48) hour period, deliver such written notice to Seller waiving and removing all contingencies as aforesaid, then Seller shall be free to contract with said other party and, upon entering into a contract with said other party, this Agreement between Seller and Buyer shall be deemed terminated, null and void, all Earnest Money shall be refunded to Buyer, and both Seller and Buyer shall be relieved of all further obligations hereunder. If said notice from Buyer to Seller is given as aforesaid, then this Agreement shall remain in full force and effect except that the obligations of the Buyer hereunder shall no longer be contingent in any manner and Buyer shall be obligated to pay the full Purchase Price to Seller and close within the time set forth herein for Closing. All notices to be given pursuant hereto shall be deemed delivered to and received by the party to whom addressed when personally delivered to said party or forty-eight (48) hours after same has been deposited in the U.S. mail by registered or certified mail, postage prepaid, and addressed as provided in the Notices provision of this Agreement:”

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

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

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

 **BUYER:**

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

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