

# New Financing Contingencies— 7/1/2019

## Financing Contingency w/ **Automatic EXTENSION**



*This Is The Way It HAS BEEN For Years & May Continue To Be Used*

*# Of Days For The Financing Contingency Entered On Financing Contingency Addendum At Time Of Offer*

*When Deadline Arrives, Seller May Serve Notice To The Purchaser To Remove Financing Contingency.*

*Purchaser Now Has 3 Days To Provide "CONDITIONAL APPROVAL" From Lender And Remove Contingency.*

*They May Also Choose To Void Contract & Retain Deposit.*

*If Seller Does Not Serve Notice Requesting Removal The Financing Contingency Continues Up To & Through Closing Unless Specifically Removed By Purchaser*

*NOTE: If Seller Is Serving Notice To Purchaser To Remove Financing Contingency, It Must Be Done Via LF1634VAS*

**SELLER'S NOTICE REQUESTING REMOVAL OF FINANCING CONTINGENCY**

**\*\*An Email Making The Request Is Not Sufficient\*\***

## Financing Contingency w/ **Automatic EXPIRATION**

*This Is A **NEW** OPTION*

*# Of Days For The Financing Contingency Entered On Financing Contingency Addendum At Time Of Offer*

*Prior To Deadline Purchaser May Deliver To Seller A Letter Of Rejection From The Lender, Void The Contract, And Retain Deposit*

*When Deadline Arrives, Contingency Expires, & Purchaser No Longer Has The Protection Of The Financing Contingency*

**Be Aware Of The Difference**

### 3. FINANCING CONTINGENCY WITH **AUTOMATIC EXTENSION**.

- A. This Contract is contingent on Buyer Delivering to Seller by 9 p.m. \_\_\_\_\_ Days after Date of Ratification (“Financing Deadline”) written conditional commitment(s) for Specified Financing.
- B. If Buyer has not Delivered the written conditional commitment(s) by Financing Deadline, this contingency will continue up to, and including, Settlement Date. However, upon expiration of Financing Deadline, Seller may at Seller’s option Deliver Notice to Buyer that Buyer has three (3) days to void the Contract. If Buyer does not void the Contract within three (3) days following Delivery of Seller’s Notice, this financing contingency is removed and the Contract will remain in full force and effect without this financing contingency.
- C. Buyer may void this Contract by Delivering to Seller, prior to the satisfaction or removal of this contingency, a written rejection from the lender(s) to whom Buyer has applied for Specified Financing. However, Buyer will be in Default whether or not this financing contingency has been removed if Settlement does not occur on Settlement Date for any reason other than Default by Seller.
- D. Nothing herein shall prohibit the parties from mutually agreeing to terms acceptable to both parties in writing.

**OR**

### 4. FINANCING CONTINGENCY WITH **AUTOMATIC EXPIRATION**.

- A. This Contract is contingent on Buyer Delivering to Seller by 9 p.m. \_\_\_\_\_ Days after Date of Ratification (“Financing Deadline”) written conditional commitment(s) for Specified Financing.
- B. If the Buyer has not Delivered the written conditional commitment(s) by Financing Deadline, this financing contingency will expire.
- C. Buyer may void this Contract by delivering to Seller, prior to the satisfaction or expiration of this contingency, a written rejection from the lender(s) to whom Buyer has applied for Specified Financing. However, Buyer will be in Default whether or not this financing contingency has been removed if Settlement does not occur on Settlement Date for any reason other than Default by Seller.
- D. Nothing herein shall prohibit the parties from mutually agreeing to terms acceptable to both parties in writing.