



**SHORT SALE ADDENDUM TO  
PURCHASE AND SALES AGREEMENT  
Rhode Island Association of REALTORS®**



**SELLER(S):** \_\_\_\_\_  
**BUYER(S):** \_\_\_\_\_  
**PROPERTY ADDRESS:** \_\_\_\_\_

In reference to the Purchase and Sales Agreement ("Agreement"), the undersigned Seller and Buyer agree to the following:

**1. Short Sale Transaction:** The parties acknowledge and agree that the purchase price stated in the Agreement is not sufficient to pay in full all recorded mortgages and liens to which Property is subject and requires approval of one or more third parties, such as lien holders, lenders, bankruptcy trustees, and taxing authorities ("Lien Holder(s)") to release lien(s) in order for Seller to transfer Property to Buyer ("Short Sale"). The parties acknowledge and agree that Seller does not have the funds to agree to any repairs of deficient conditions in Property.

**2. Short Sale Approval Process:** This Agreement is subject to Lien Holder(s) written approval on terms and conditions that are satisfactory to Seller and Buyer. The parties acknowledge and agree that obtaining Lien Holder(s) approval can result in lengthy delays of weeks or months and that Lien Holder(s) may choose not to release lien(s), in which case this Agreement shall be null and void and all Deposits shall be refunded to Buyer.

**3. Notice of Lien Holder(s) Approval:** Seller agrees to provide Buyer with written notice of Lien Holder(s) Approval within one (1) day of Seller's receipt of the approval.

**4. Performance Periods:** The performance dates in this paragraph shall begin as follows: **(check one)**

**a. Closing Date: (check one)** The closing is to be held on the date

- ☐ as stated in the Agreement or  
☐ within \_\_\_\_ days after Buyer receives written notice of Lien Holder(s) Approval.

**b. Mortgage Contingency: (check one)** Buyer must obtain a commitment letter by the Contingency Date

- ☐ as stated in the Agreement or  
☐ within \_\_\_\_ days after Buyer receives written notice of Lien Holder(s) Approval.

**c. Inspections: (check one)** Buyer must complete inspections within the Inspection Period

- ☐ as stated in the Agreement or  
☐ within \_\_\_\_ days after Buyer receives the written notice of Lien Holder(s) Approval.

**d. Other: (please specify)** \_\_\_\_\_  
**(check one)**

- ☐ as stated in the Agreement or  
☐ within \_\_\_\_ days after Buyer receives the written notice of Lien Holder(s) Approval.

**5. Foreclosure Notification Requirement:** Seller agrees to notify Buyer promptly of any and all foreclosure notices received from Lien Holder(s).

**6. Presentation of Other Offers to Lien Holder(s):** The parties acknowledge that Seller may continue to accept back up offers or back up Purchase and Sales Agreements from other buyers. The parties further agree that Seller (*check one*)

☐ may continue to present offers or Purchase and Sales Agreements to Lien Holder(s) until Seller receives Lien Holder Approval of this Agreement.

☐ may **not** continue to present offers or Purchase and Sales Agreements from other buyers to Lien Holder(s) for review and approval unless and until Seller receives Lien Holder(s) Rejection of this Agreement.

**7. Buyer's Right to Terminate:** Buyer may terminate the Agreement for any reason and without penalty with written notice to Seller any time after \_\_\_\_\_ days from the Date of this Agreement, but prior to Buyer's receipt of Notice of Lien Holder(s) Approval. Agreement shall be null and void and all Deposits shall be refunded to Buyer.

**8. Other Terms and Conditions:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This addendum amends and/or supersedes, as applicable, any conflicting or inconsistent provisions of the Agreement. All other consistent provisions of that Agreement remain in full force and effect.

**NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS.  
IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.**

By signing below, the parties acknowledge that they have read and understand this Addendum and received a copy of it.

_____	_____	_____
Seller	Printed Name	Date
_____	_____	_____
Seller	Printed Name	Date
_____	_____	_____
Buyer	Printed Name	Date
_____	_____	_____
Buyer	Printed Name	Date