



Disclosure of Primary Purchase Agreement

This disclosure is with reference to the offer to purchase the real property commonly known as _____
made by _____ dated _____.

- A. Parties acknowledge that they have been advised to have legal counsel review this offer and purchase agreement.
- B. Secondary buyer acknowledges he is in a secondary position to a primary contract; and further, that the Seller reserves the right to make modifications to the terms and conditions of the primary contract without the modifications having the effect of placing the secondary offer in primary position.
- C. Secondary buyer cannot see the primary purchase agreement unless granted written permission by the Seller.
- D. The secondary offers' deposit check shall be held un-cashed by secondary buyer's broker; and escrow shall be opened only after the secondary buyer receives notice in writing from seller that the secondary contract is in primary position.
- E. All time periods for performance contained in the secondary offer shall begin on the date the secondary offer is placed in a primary position in writing.
- F. Secondary buyer reserves the right to terminate this contract without liability after _____ by giving written notice to that effect to Seller or Seller's agent at any time prior to purchaser's receipt of notice from seller advising that secondary contract is in first position.
- G. In any event, this offer shall be null and void and all deposits shall be refunded to buyer if this secondary offer is not placed in primary position before _____.

Acknowledged:

Seller _____ Date _____

Seller _____ Date _____

Secondary Buyer _____ Date _____

Secondary Buyer _____ Date _____