



**BACK-UP ADDENDUM TO
PURCHASE AND SALE AGREEMENT
IDAHO**

The following is made part of the Purchase and Sale Agreement dated _____, (the
"Back-Up Agreement") between _____ ("Seller")
and _____ ("Back-Up Buyer") concerning _____
("Property").

IT IS AGREED BETWEEN THE SELLER AND BACK-UP BUYER AS FOLLOWS:

1. **PROPERTY ALREADY SOLD.** Seller has previously entered into an agreement to sell the Property to _____ (the "First Buyer"), dated _____ (the "First Sale"). Seller reserves the right to change or amend the terms of the First Sale without notice to Back-Up Buyer.
2. **THIS SALE SUBJECT TO THE FIRST SALE.** This Back-Up Agreement is subject to the First Sale. Seller is not obligated to sell to Back-Up Buyer unless the First Sale terminates.
3. **FIRST SALE-FAILURE TO CLOSE; NOTICE.** No later than three (3) days after Seller learns that the first sale is terminated, Seller shall give notice to the Back-Up Buyer that this condition is satisfied.
4. **TIME PERIODS; CLOSING.** All of the time periods in the Back-Up Agreement shall begin to run on the date Seller gives notice pursuant to Paragraph 3 above. This Back-Up Agreement must be closed _____ days (60 days if not filled in) from the date that the notice provided in Paragraph 3 above is given.
5. **EXPIRATION OF THIS BACK-UP OFFER.** If Seller has not given notice to Back-Up Buyer in accordance with Paragraph 3 above, within _____ days (60 days if not filled in) after mutual acceptance of this Back-Up Agreement, the Back Up Agreement shall terminate automatically.
6. **REFUND OF EARNEST MONEY.** Seller shall refund Back-Up Buyer's earnest money, if any, immediately upon (1) expiration of this Back-Up Agreement; or (2) closing of the First Sale, whichever occurs first.
7. **OTHER.** _____

ALL OTHER TERMS AND CONDITIONS of the Back-Up Agreement remain unchanged.

INITIALS: BUYER _____ DATE _____ SELLER _____ DATE _____
BUYER _____ DATE _____ SELLER _____ DATE _____