



### FORCE MAJEURE AND CLOSING ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement with Reference Date \_\_\_\_\_ (the "Agreement"), between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller") regarding the sale of the property located at \_\_\_\_\_ (the "Property").

1. **FORCE MAJEURE.** Neither party shall be liable to the other or deemed in default under this Agreement if and to the extent that such party's timely performance of this Agreement is prevented by reason of a Force Majeure Event. "Force Majeure Event" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence, making the means of performance objectively impossible. Force Majeure Events includes acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. This paragraph shall not affect expiration dates of offers or counteroffers.
2. **CONTINGENCIES AND CONDITIONS.** If, through no fault of Buyer or Seller and by reason of a Force Majeure Event, any contingency or condition in the Agreement cannot be timely completed, then all time periods in the applicable contingency or condition, including the time periods for the related notices and responses thereto, shall be extended for up to days (10 days if not filled in) and shall be completed as soon as reasonably practicable.
3. **AUTOMATIC EXTENSION OF CLOSING.** If, through no fault of Buyer or Seller and by reason of a Force Majeure Event, the sale of the Property cannot be timely closed on the Closing Date, the Closing Date shall be extended for up to \_\_\_\_\_ days (10 days if not filled in) ("Extended Closing Date") and the sale shall be closed as soon as reasonably practicable. If the sale of the Property cannot be timely closed by the Extended Closing Date, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
4. **POSSESSION DATE.** The Possession Date shall be:  on the Extended Closing Date;  Other \_\_\_\_\_  
\_\_\_\_\_.

INITIALS: Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_