

AGREEMENT TO AMEND CONTRACT
(Amendment # ____)

WARNING: ALL PARTIES, INCLUDING ANY LENDER AND SETTLEMENT AGENT, MUST BE PROVIDED A COPY OF THIS AMENDMENT.

_____, as Buyer, and
_____, as Seller,
have entered into a contract on the Offer to Purchase and Contract (form 2-T) or the Offer to Purchase and Contract – Vacant Lot/Land (form 12-T) (“Contract”) regarding the purchase and sale of the following property (insert property address): _____
_____ (“Property”).

Buyer and Seller hereby agree to amend the Contract as set forth below [check applicable box(es)]:

☐ **Additional Buyer.** By signing this amendment, (insert name only) _____ is added to the Contract as an additional buyer and will be included in the definition of “Buyer” in the Contract. The additional buyer named in this paragraph agrees to be obligated to all current terms of the Contract, including any amendments or addenda thereto, and is entitled to all rights and privileges given to Buyer in the Contract. Any party currently named as Buyer in the Contract will continue to be fully obligated and is not released from the Contract by Seller. Every party to the Contract, as well as the additional buyer named above, must sign this amendment for it to be effective.

☐ **Removal of Buyer or Seller.** By signing this amendment, (insert name only) _____ is removed from the Contract as a party and will be stricken from the definition of “Buyer” or “Seller,” as applicable, in the Contract. The party named herein will no longer be obligated to all current terms of the Contract, including any amendments or addenda thereto, and will not be entitled to any rights or privileges given to Buyer or Seller in the Contract. Any other party currently named as Buyer or Seller in the Contract will continue to be fully obligated and is not released from the Contract. Every party to the Contract, as well as the party named in this paragraph, must sign this amendment for it to be effective.

☐ **Purchase Price.** The Purchase Price is hereby changed from: \$ _____ to: \$ _____.

☐ **(Additional) Earnest Money.** The (Additional) Earnest Money Deposit is hereby changed from: \$ _____ to: \$ _____.

☐ **(Additional) Earnest Money Deposit Date:** The date by which the (Additional) Earnest Money Deposit shall be paid to Escrow Agent is hereby changed to extend through 5:00 p.m. on: _____.

☐ **Building Deposit.** The Building Deposit is hereby changed from: \$ _____ to: \$ _____.

☐ **Due Diligence Fee.** The Due Diligence Fee paid to Seller is hereby changed from: \$ _____ to: \$ _____.

☐ **Due Diligence Period.** The expiration date of the Due Diligence Period is hereby changed to ~~extend through~~ 5:00 p.m. on _____, **TIME IS OF THE ESSENCE.**

☐ **Escrow Agent.** The Escrow Agent is hereby changed to: _____, (“Successor Escrow Agent”) and the Escrow Agent named in the Contract is hereby authorized and directed by the parties to release the Earnest Money Deposit in the amount of \$ _____ to the Successor Escrow Agent.



ACKNOWLEDGMENT OF RECEIPT OF EARNEST MONEY DEPOSIT

Successor Escrow Agent hereby acknowledges receipt of the Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Contract.

Signature of Successor Escrow Agent

Date _____

(Print Name)

☐ **Settlement Date.** The Settlement Date is hereby changed to: _____.

☐ *(check only if the following also will apply)* The Delay in Settlement/Closing paragraph in the Contract is hereby amended for the sole purpose of changing the permitted time a Delaying Party may delay in completing Settlement and Closing from seven (7) days to four (4) days.

☐ **Expenses.** The amount Seller shall pay at Settlement toward Buyer's expenses associated with the purchase of the Property is hereby changed from: \$ _____ to: \$ _____.

☐ **Home Warranty.** The Home Warranty paragraph of the Contract is hereby changed to provide as follows:

☐ No home warranty is to be provided by Seller.

☐ Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ which includes sales tax and Seller agrees to pay for it at Settlement.

All terms and conditions of the Contract not specifically amended herein shall remain in full force and effect.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Buyer: _____ Date _____ Seller: _____ Date _____

Buyer: _____ Date _____ Seller: _____ Date _____

Entity Buyer

Entity Seller:

(Name of LLC/Corporation/Partnership/Trust/etc.)

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____