

AGREEMENT TO AMEND CONTRACT
(Amendment # ____)

"Seller": _____

"Buyer": _____

"Property": _____

Seller and Buyer are under contract for the sale and purchase of the Property ("Contract"). The Effective Date of the Contract is _____. Buyer and Seller agree to amend the Contract as follows (check all applicable boxes). **All parties, including any lender and closing attorney, must be provided a copy of this amendment.**

☐ **Additional Buyer or Seller.** By signing this amendment, (insert name only) _____ is added to the Contract as an additional ☐ buyer or ☐ seller and will be included in the definition of "Buyer" or "Seller," as applicable, in the Contract. The additional party 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 or Seller in the Contract. Any party currently named as Buyer or Seller in the Contract will continue to be fully obligated and is not released from the Contract (unless removed below by this Amendment). Every party to the Contract, as well as the additional party 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 (including any additional party added above in this Amendment). 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 5:00 p.m. on _____, **TIME IS OF THE ESSENCE.**

☐ **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.

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

☐ **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.



☐ **Escrow Agent.** The Escrow Agent is hereby changed to: _____,
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 the Escrow Agent named in this amendment. **By signing below,
the new Escrow Agent named herein acknowledges receipt of the Earnest Money Deposit and agrees to hold and disburse it
according to the Contract.**

Escrow Agent (Name): _____

By: (Name & Title) _____ (Signature) _____ (Date) _____

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

NC REALTORS® MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF
THIS FORM IN ANY SPECIFIC TRANSACTION.

Buyer: (Name) _____ (Signature) _____ (Date) _____

Buyer: (Name) _____ (Signature) _____ (Date) _____

Buyer: (Name) _____ (Signature) _____ (Date) _____

Entity Buyer: (Name of LLC, Corp., Trust, etc.) _____

By: (Name & Title) _____ (Signature) _____ (Date) _____

Seller: (Name) _____ (Signature) _____ (Date) _____

Seller: (Name) _____ (Signature) _____ (Date) _____

Seller: (Name) _____ (Signature) _____ (Date) _____

Entity Seller: (Name of LLC, Corp., Trust, etc.) _____

By: (Name & Title) _____ (Signature) _____ (Date) _____