

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

## SHORT SALE ADDENDUM

Date: \_\_\_\_\_

**1. ADDENDUM TO CONTRACT.** This Short Sale Addendum (Addendum) is made a part of the following contract that is checked:

Listing Contract (Listing Contract) dated \_\_\_\_\_ for the Property for purposes of disclosing to Seller certain matters of a Short Sale, or;

Contract to Buy and Sell Real Estate between Seller and Buyer (Contract) dated \_\_\_\_\_ relating to the sale of the Property

known as \_\_\_\_\_ (Property).  
Street Address City State Zip

This Addendum shall control in the event of any conflict with the Contract. Except as modified, all other terms and provisions of the Contract shall remain the same.

**2. PURPOSE AND DEFINITIONS.**

**2.1 Purpose of Addendum.** Seller has debts secured by one or more liens on the Property. The Purchase Price may not be enough to cover payment for all the liens and costs of sale. If so, for the Closing to occur, the affected Lien Holders (§ 2.2 below) must agree to a Short Sale (§ 2.3 below).

**2.2. Lien; Lien Holder.** A Lien is a recorded claim or lien against the Property, including, but not limited to, a mortgage, deed of trust, mechanic's lien or tax lien (Lien). A title insurance commitment may be used to show the Liens against the Property. A Lien Holder is a creditor who has a Lien and agrees to release its Lien in a Short Sale (§ 2.3 below).

**2.3. Short Sale.** A Short Sale is a transaction in which any Lien Holder releases its Lien against the Property and (a) accepts an amount less than the full amount Lien Holder claims is owed or (b) treats the debt secured by the Lien differently than as originally provided for in the evidence of debt (such as promissory note) (Short Sale). Before a Short Sale can occur, Buyer, Seller, and each Lien Holder (except those creditors that are to be paid in the full amount claimed) must consent to the terms of the sale. Sometimes, a Lien is released but the Lien Holder does not agree to release Seller from liability or reduce the unpaid portion of the debt, and the Seller and any guarantors will remain liable after Closing for that unpaid portion, despite the release of the Lien against the Property at Closing.

50           **2.4    Short Sale Acceptance.** Short Sale Acceptance is when Seller receives one or  
51 more written statements, signed by each Lien Holder, that specify the terms and conditions  
52 of the Short Sale (Short Sale Acceptance).  
53

54           **3.       MANDATORY DISCLOSURES TO SELLER AND BUYER.**

55 Note: The disclosures to Buyer are informational only to Seller when used as an addendum to  
56 Listing Contract.  
57

58           **3.1    SELLER IS ADVISED TO CONTACT THE COLORADO**  
59 **FORECLOSURE PREVENTION HOTLINE OPERATED IN COOPERATION WITH**  
60 **THE COLORADO DIVISION OF HOUSING AT 1-877-601-4673 OR THE HUD**  
61 **HOUSING COUNSELING AND REFERRAL LINE AT 1-800-569-4287.**  
62

63           **3.2.    Seller acknowledges that there are alternatives to a Short Sale that may be**  
64 **better for Seller. Seller acknowledges that a Short Sale transaction may result in**  
65 **continued liability of Seller or other persons liable for the debt that could be extinguished**  
66 **through foreclosure, bankruptcy or other loss mitigation options, including but not**  
67 **limited to a negotiated loan modification with Lien Holder. Seller acknowledges that it is**  
68 **the responsibility of Seller to investigate these alternative methods of resolution with**  
69 **Seller's legal, accounting or financial advisors and with Lien Holder and it is not the**  
70 **responsibility of any real estate broker to undertake any investigation of other options**  
71 **that may be available to Seller.**  
72

73           **3.3.    Short Sales may have serious adverse legal, tax and economic consequences**  
74 **for Seller and any guarantors. Seller is advised to seek legal and tax counsel to advise**  
75 **Seller of the legal effect and meaning of any Short Sale Acceptance from Lien Holder.**  
76

77           **3.4.    Lien Holder is not required to agree to a Short Sale. Even if a Lien Holder**  
78 **agrees to a Short Sale, a Lien Holder is not required to forgive repayment of the debt**  
79 **secured by the Lien or release Seller and any guarantors from liability unless Lien Holder's**  
80 **claim is paid in full. Seller acknowledges that Lien Holder may or may not agree to release**  
81 **Seller or any guarantors from liability to Lien Holder. If not released, Seller and any**  
82 **guarantors will remain liable to Lien Holder for any amount that remains unpaid after the**  
83 **Short Sale. Any release of liability by Lien Holder, to be binding, must be in writing, must**  
84 **be executed by Lien Holder, and must provide that Seller and any guarantor is released**  
85 **from liability.**  
86

87           **3.5.    Lien Holder may condition its agreement on Seller doing any or all of the**  
88 **following to obtain a Short Sale Acceptance: (a) make a cash payment, (b) sign a new**  
89 **promissory note, (c) continue to owe the Lien Holder the unpaid portion of the debt and**  
90 **(d) agree to other requirements made by Lien Holder.**  
91

92           **3.6.    If the Lien Holder accepts less than full payment, Seller understands that**  
93 **Seller may incur federal and state tax liability due to a Short Sale and understands that**  
94 **Lien Holder is required to file all required 1099 Forms with the Internal Revenue Service**  
95 **with respect to this transaction. Seller is strongly advised to seek tax advice regarding the**  
96 **potential adverse tax consequences to Seller of a Short Sale.**  
97

98           **3.7.    Seller acknowledges that a Short Sale Acceptance by the Lien Holder will not**  
99 **necessarily repair or rehabilitate Seller's credit rating and Lien Holder has no obligation**  
100 **other than to fairly report this transaction to any credit rating agency.**

101  
102       **3.8. Seller may terminate the Contract: (a) as provided in this Addendum, (b) if**  
103 **Lien Holder does not approve the Contract, or (c) if the terms and conditions from Lien**  
104 **Holder to obtain a release of the Lien are not acceptable to Seller, in Seller's sole**  
105 **discretion, by written notice to Buyer on or before 3 calendar days after the Short Sale**  
106 **Acceptance Deadline (§ 8.1 below).**

107  
108       **3.9. Buyer may terminate the Contract: (a) as provided in this Addendum, (b)**  
109 **if Lien Holder does not approve the Contract, or (c) if the terms and conditions of any**  
110 **Agreement to Amend/Extend Contract are not acceptable to Buyer, in Buyer's sole**  
111 **discretion, by written notice to Seller on or before 3 calendar days after the Short Sale**  
112 **Acceptance Deadline (§ 8.1 below).**

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114       **3.10. Release of the Lien against the Property does not by itself release Seller or**  
115 **any guarantors from liability for the debt.**

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117       **3.11. Buyer acknowledges that the Short Sale Conditions (§ 4 below) may lead to**  
118 **termination of the Contract. The Short Sale process may result in delays in the Closing.**  
119 **Buyer is advised to consult with legal counsel about this Addendum and its legal effect.**  
120

121       **3.12. Buyer and Seller acknowledge and agree that any Short Sale Acceptance by**  
122 **Lien Holder is made on the condition that none of the terms of the sale shall differ in any**  
123 **material respect from the terms submitted to the Lien Holder on which the Short Sale**  
124 **Acceptance was based. For purposes of the Contract, any change in the date of Closing,**  
125 **Purchase Price, real estate brokerage commissions, concessions or net proceeds to be paid**  
126 **to, or other remuneration to be received by Seller in connection with the proposed Short**  
127 **Sale shall be deemed a material change. Any material change will require that the Short**  
128 **Sale Proposal be re-submitted to the Lien Holder for approval, which could result in**  
129 **delays for approval or even denial of the Short Sale.**  
130

131       **3.13. This Addendum should be signed by both Buyer and Seller at time of**  
132 **contracting, as most Lien Holders will not consider a Short Sale until a signed contract is**  
133 **received for their review.**  
134

135 **4. SHORT SALE CONDITIONS. Notwithstanding anything to the contrary in this**  
136 **Addendum, the Contract between Seller and Buyer, for the benefit of both Seller and**  
137 **Buyer, is conditional upon all of the following occurring:**

138       **4.1. Seller has received from each Lien Holder a Short Sale Acceptance that is**  
139 **acceptable to Seller.**  
140

141       **4.2. Agreement to Amend/Extend Contract signed by Buyer and Seller, so long**  
142 **as both parties agree, in their sole discretion, to the changes to the Contract required by**  
143 **the Short Sale Acceptance.**  
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146 **5. SELLER DEADLINE FOR SUBMISSION TO LIEN HOLDER. Seller agrees to**  
147 **submit to each Lien Holder a request for a Short Sale and all documents and information**  
148 **requested by Lien Holder, including a copy of the Contract, any Counterproposal, this**  
149 **Addendum and amendments. The initial submission by Seller to each Lien Holder shall be**  
150 **on or before Initial Submission Deadline (§ 5.1 below). Any additional information or**  
151 **documentation requested of Seller by such Lien Holder shall be submitted within five**  
152 **calendar days of such request or Buyer may terminate the Contract pursuant to § 8.2**  
153 **below.**

154  
155           **5.1. Seller Submission Deadline.** The Seller Submission Deadline shall be as set  
156 forth below.  
157

Event	Deadline	From
Initial Submission		calendar days from MEC (§ 2.4 of Contract)

158  
159           **5.2. Seller Consents to Lien Holder’s Release of Information.** Seller consents  
160 that Lien Holder and its representatives may supply and communicate any loan, financial  
161 information, or other information of Seller, confidential or otherwise, with any of the  
162 following involved in the transaction and their representatives: Seller’s attorney, Broker  
163 or Brokerage Firm working with Seller, transaction coordinator, title insurance company,  
164 Closing Company, and the following as checked:  Other Lien Creditors  Broker  
165 or Brokerage Firm working with Buyer  Buyer  Buyer’s attorney.  
166

167 **6. DATES AND DEADLINES.**

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169           **6.1. Revised Dates and Deadlines and Other Terms.** Buyer and Seller  
170 acknowledge that an Agreement to Amend/Extend Contract (Amend/Extend) is required  
171 to revise the Dates and Deadlines (§ 2.3 Contract) or other terms based on changes  
172 required by the Short Sale Acceptance. If both Buyer and Seller, in their sole discretion,  
173 agree to the terms of the Amend/Extend, as evidenced by their signatures on the  
174 Amend/Extend; and the offering party to the Amend/Extend receives notice of such  
175 acceptance on or before seven calendar days after the earlier of: (a) the receipt by both  
176 Buyer and Seller of the Short Sale Acceptance; or (b) the Short Sale Acceptance Deadline  
177 (§ 8.1 below), then the Contract shall be so amended. If notice of such acceptance is not  
178 timely received, the Contract shall then terminate.  
179

180 **7. UNCERTAINTY OF SHORT SALE.** Buyer and Seller acknowledge:  
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182           **7.1.** There are no promises or representations regarding: (a) whether Lien  
183 Holder will agree to a Short Sale, (b) the terms of any Short Sale Acceptance, or (c) when  
184 the Lien Holder will advise of its decision to agree to a Short Sale or provide the written  
185 terms and conditions of the Short Sale Acceptance.  
186

187           **7.2.** Until Closing of the Short Sale, Short Sale Acceptance by the Lien Holder  
188 will not prevent, hinder or delay the Lien Holder from initiating or proceeding with any  
189 enforcement action, including but not limited to a foreclosure. In the event Seller loses  
190 ownership of the Property through foreclosure, the Contract shall terminate.  
191

192           **7.3.** A significant period of time may be required to determine if a Short Sale  
193 Acceptance will be granted. Therefore, Buyer should inform Buyer’s lender of this fact for  
194 structuring Buyer’s loan, duration of “loan lock”, etc. Additionally, Closing is normally  
195 required to be held shortly following the Short Sale Acceptance.  
196

197           **7.4.** After a Short Sale Acceptance is given, Lien Holder will normally not agree  
198 to any additional changes to the terms of the Contract that differ from the Short Sale  
199 Acceptance, to have repairs performed or to reduce the amount it is willing to accept due to  
200 the condition of the Property or results of an inspection. Buyer may want to conduct an

201 inspection of the Property before Seller submits its request for a Short Sale to Lien Holder.  
202 The Purchase Price should reflect the condition of the Property and results of such  
203 inspection. Buyer recognizes the risk that Lien Holder may not agree to the offer  
204 submitted by Buyer.

205  
206 **8. DEADLINE FOR ACCEPTANCE OF SHORT SALE; TERMINATION.** Buyer  
207 and Seller must receive written notice of the Short Sale Acceptance on or before Short Sale  
208 Acceptance Deadline (§ 8.1 below) or the Contract shall terminate.

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210 **8.1. Short Sale Acceptance Deadline.**

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Event	Deadline
Short Sale Acceptance Deadline	

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213 **8.2. Termination.** If any party has a right to terminate the Contract, such  
214 termination shall be governed by § 24 of the Contract upon written notice to the other  
215 party as described in § 30 of the Contract.

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221 **Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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224 **Buyer** \_\_\_\_\_ **Buyer** \_\_\_\_\_

225  
226  
227 **Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

228  
229  
230 **Seller** \_\_\_\_\_ **Seller** \_\_\_\_\_