

**U.S. DEPARTMENT OF AGRICULTURE (USDA)
FINANCING AND APPRAISAL CONTINGENCY ADDENDUM**

This Addendum is made on _____, to a sales contract (“Contract”) offered on _____, between _____ (“Buyer”) and _____ (“Seller”) for the purchase and sale of Property: _____

1. SPECIFIED FINANCING. “Specified Financing” means the terms set forth in Paragraph 2 of Contract and the following loan terms:

A. First Trust. Buyer will **Obtain OR** **Assume** a **Fixed OR** an **Adjustable** rate First Deed of Trust loan amortized over _____ years. The interest rate for this loan is at an (initial) interest rate not to exceed _____% per year.

B. Second Trust. Buyer will **Obtain OR** **Assume** a **Fixed OR** an **Adjustable** rate Second Deed of Trust loan amortized over _____ years. The interest rate for this loan is at an (initial) interest rate not to exceed _____% per year.

Buyer shall pay upfront and/or monthly mortgage insurance premiums as required by lender guidelines. The terms of the PRICE AND FINANCING paragraph of Contract are amended to include a Rural Housing Guarantee Fee of \$_____. Buyer agrees to pay a Rural Housing Guarantee Fee as required by USDA regulations. The Rural Housing Guarantee Fee must be paid at the time of settlement in cash or included in the loan amount; and in addition, a Rural Development Annual Premium equal to a percentage of the loan amount must be paid monthly thereafter if required under the terms of the loan.

Assumption fee, if any, and all charges related to the assumption will be paid by Buyer. If Buyer assumes Seller’s loan(s), Buyer and Seller **will OR** **will not** obtain a release of Seller’s liability to the U.S. Government for the repayment of the loan by Settlement. Balances of any assumed loans, secondary financing, and cash down payments are approximate.

2. ALTERNATIVE FINANCING. This financing contingency will not apply to any Alternative Financing. “Alternative Financing” means any change to the financing terms in the Specified Financing, including but not limited to Down Payment amount, the amount financed, loan type (i.e., Conventional, FHA, VA, USDA or Other), term of any loan, interest rate, or loan program (i.e., assumption, fixed or adjustable rate).

Buyer may substitute Alternative Financing for the Specified Financing. Buyer may only exercise their right to Void Contract under this financing contingency by Delivering to Seller a written rejection from the lender(s) to which Buyer has applied for Specified Financing (“Lender Rejection Letter”) unless Buyer and Seller execute a new financing contingency addendum for Alternative Financing. Buyer’s substitution of lender(s) to which written application has been made under Paragraph 2 of Contract will not: (a) constitute a change in the Specified Financing; or (b) constitute Buyer Default provided there is no additional expense to Seller and Settlement Date is not delayed.

3. FINANCING CONTINGENCY (Select A OR B)

A. FINANCING CONTINGENCY WITH AUTOMATIC EXTENSION.

1. “Financing Deadline” on this contingency is 9:00 p.m. _____ Days after Date of Ratification.

2. If Buyer has not Delivered to Seller a Lender Rejection Letter for Specified Financing by Financing Deadline, this financing contingency will continue up to, and including, Settlement Date. However, upon expiration of Financing Deadline, Seller may at Seller's option Deliver Notice to Buyer that Buyer has three (3) days to Void Contract. If Buyer does not Void Contract within three (3) days following Delivery of Seller's Notice, this financing contingency is removed and Contract will remain in full force and effect without this financing contingency.
3. Buyer may Void Contract by Delivering to Seller a Lender Rejection Letter for Specified Financing any time prior to the satisfaction or removal of this contingency or expiration of Settlement Date.
4. Buyer may satisfy this contingency by Delivering to Seller a Notice removing financing contingency ("Notice Removing Financing Contingency") and/or a written loan commitment any time prior to the removal of this contingency or expiration of Settlement Date.

B. FINANCING CONTINGENCY WITH AUTOMATIC EXPIRATION.

1. "Financing Deadline" on this contingency is 9:00 p.m. _____ Days after Date of Ratification.
2. Buyer may Void Contract by Delivering to Seller a Lender Rejection Letter for Specified Financing by Financing Deadline, at which time this contingency will expire.
3. Buyer may satisfy this contingency by Delivering to Seller Notice Removing Financing Contingency and/or a written loan commitment any time prior to Financing Deadline.

4. APPRAISAL CONTINGENCY.

A. USDA Amendatory Clause. It is expressly agreed that, notwithstanding any other provisions of Contract, Buyer shall not be obligated to complete the purchase of Property described herein or incur any penalty by forfeiture of deposit or otherwise unless Buyer has been given in accordance with HUD/USDA or VA requirements a written statement by the Federal Housing Commissioner, the Department of Veterans Affairs, or a Direct Endorsement Lender, setting forth the appraised value of Property of not less than \$ _____. Buyer shall have the privilege and option for five (5) days after receipt of the appraisal to proceed with the consummation of Contract without regard to the appraised value by giving Seller written Notice of Buyer's intention to do so. The appraised value is arrived at to determine the maximum mortgage that the USDA will insure. The USDA does not warrant the value or condition of Property. Buyer should ensure that the price and condition of Property are acceptable to Buyer.

NOTICE: The dollar amount to be inserted in the Amendatory Clause is the purchase price as stated in Contract. If Buyer and Seller agree to adjust the purchase price in response to an appraised value that is less than the purchase price, a new Amendatory Clause is not required.

B. Appraisal Procedures. Buyer may satisfy this Contingency, negotiate Sales Price or Void Contract by Delivering Notice to Seller as follows ("Appraisal Contingency Notice"):

1. Appraisal is equal to or greater than Sales Price and this contingency is satisfied and removed. The parties will proceed to Settlement at Sales Price; **OR**
2. Buyer elects to proceed with consummation of Contract without regard to Appraisal and this contingency is removed. The parties will proceed to Settlement at Sales Price; **OR**
3. Appraisal is equal to or greater than Sales Price, but Buyer elects not to proceed with consummation of Contract because Property either (i) does not satisfy the lender(s) requirements, (ii) Appraisal does not allow for the Specified Financing, and/or (iii)

Property is inadequate collateral. Buyer may Void Contract under this subparagraph by Delivering to Seller Appraisal Contingency Notice accompanied by a written denial of the financing showing evidence of the lender(s)'s decision concerning Property. Buyer's Appraisal Contingency Notice will include a copy of the written statement setting forth the appraised value of Property ("Written Statement"); **OR**

4. Appraisal is less than Sales Price and Buyer elects not to proceed with consummation of Contract. Buyer may Void Contract by Delivering to Seller Appraisal Contingency Notice including a copy of Written Statement; **OR**
5. Appraisal is less than Sales Price and Buyer elects not to proceed with consummation of Contract unless Seller elects to lower Sales Price. Buyer's Appraisal Contingency Notice will include a copy of the Written Statement and Buyer's proposed sales price, which will not be lower than the appraised value.

Negotiation Period. In the event of this sub-Paragraph 4(B)(5), the parties will have until 9:00 p.m. _____ days ("Negotiation Period") after Buyer's Delivery of Appraisal Contingency Notice to negotiate a mutually acceptable new Sales Price.

At any time during Negotiation Period, Buyer or Seller may make, modify, rescind, or alter as many offers and counter-offers as desired to reach mutually acceptable terms. Buyer and Seller may agree on terms by signing a written addendum describing the agreed upon new Sales Price within Negotiation Period. Otherwise, all offers and/or counteroffers terminate.

Buyer's Election Period. If, at the end of Negotiation Period, the parties are unable to reach an agreement, Buyer will have the option to Void Contract by Delivering Notice to Seller by 9:00 p.m. _____ days following the end of Negotiation Period, otherwise this appraisal contingency will be removed, and Contract will remain in full force and effect at the original Sales Price.

5. **WOOD-DESTROYING INSECT INSPECTION.** Fences and outbuildings shall be included in the inspection and certification.
6. **LENDER REQUIRED REPAIRS.** If, as a condition of providing financing under Contract, the USDA/lender(s) requires repairs to be made to Property, then Buyer will give Notice to Seller of the lender(s)'s required repairs. Within 5 Days after such Notice, Seller will give Notice to Buyer as to whether Seller will make the repairs. If Seller will not make the repairs, Buyer will give Notice to Seller within 5 Days after Seller's Notice as to whether Buyer will make the repairs. If neither Seller nor Buyer will make the repairs, then Contract will become void. This clause will not release Seller from any responsibilities set forth in the paragraphs titled UTILITIES; MAJOR SYSTEMS; PERSONAL PROPERTY AND FIXTURES; WOOD-DESTROYING INSECT INSPECTION; or in the Private Well and/or Septic System Addendum or any terms specifically set forth in Contract and any addenda.

SELLER:

_____/_____
 Date Signature

_____/_____
 Date Signature

_____/_____
 Date Signature

_____/_____
 Date Signature

BUYER:

_____/_____
 Date Signature

_____/_____
 Date Signature

_____/_____
 Date Signature

_____/_____
 Date Signature

AGENT/BROKER:

_____/_____
 Date Signature

AGENT/BROKER:

_____/_____
 Date Signature

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