

SHORT SALE RIDER - RIGHT TO SELL/AGREEMENT



This Rider is made part of: (Agreement) dated _____ for the property commonly known as:

_____ Unit# _____

City _____ State _____ Zip Code _____ entered into by

(Seller) _____ and (Broker) _____

POTENTIAL SHORT SALE: Seller acknowledges that Broker has informed the Seller that the sale price of the herein named property based on current fair market value may be insufficient to discharge all debts secured by liens on the premises, as well as to pay the brokerage fee, transfer taxes and other customary costs of sale.

LIEN HOLDER(S) APPROVAL OF SHORT PAYOFF: Seller is aware that the sale of the property is likely to require a payoff reduction by one or more lien holders, and that a lienholder is not obligated to provide a payoff wherein the lienholder is not paid in full.

BROKER HOLD HARMLESS AGREEMENT: Seller agrees that Broker shall not be liable for any loss, damage or harm to Seller resulting from (a) Broker's communications with a lienholder; (b) a lien holder's rejection of the short sale terms; (c) failure of a lienholder to make a decision in a timely manner; (d) lienholder imposing additional terms and condition in order to consummate the delivery of a short payoff, or (e) an adverse decision by a lien holder, (f) for verification of any information provided by Seller

SELLER ALTERNATIVES TO SHORT SALE: Seller acknowledges that Broker has informed Seller that alternatives to a short sale may be available, including, forbearance agreements or repayment plans with Seller's lienholder(s); loan modification agreements; refinancing with a current lienholder or with another lender, voluntary deed in lieu of foreclosure; bankruptcy, the payment of any shortage by Seller.

DISCLOSURE OF SHORT SALE: Seller hereby releases the Broker from the duty of confidentiality and authorizes Broker to identify the property as potentially requiring a short sale in order for the seller to deliver clear title to the property. The Broker is authorized to disclose the potential of a need for a short payoff agreement with the lienholder(s) in any advertising media of the Broker's choice and in the marketing and listing of the property with the Multiple Listing Service. Broker is, additionally authorized, to disclose to prospective buyers and their agents that the transaction is likely to be a short sale and that the terms of the sale may be subject to lienholder approval. Broker shall have no liability for any loss, damage or harm to Seller as a result of any such disclosures

AUTHORIZATION TO CONTACT LIENHOLDER(S): Seller hereby authorizes Broker to contact Seller's lienholder(s) regarding the details of Seller's loan(s) and the possibility of the lienholder(s) accepting less than the total amount owed in exchange for a release of lien. Seller authorizes Broker to provide lienholder(s) with any and all pertinent information required by the lienholder(s).

SELLER OBLIGATIONS: Seller agrees to cooperate with all efforts to negotiate short sale terms with Seller's lien holder(s) to include, but not limited to, providing any and all documentation required in connection with a lienholder's review or processing of the short sale payoff request. Typically required are copies of tax returns, pay stubs, bank statements, statement of assets, medical statements, and documentation to establish a hardship. Seller agrees to promptly, accurately and fully respond to all requests for information.

TAX RAMIFICATIONS: SELLER ACKNOWLEDGES THAT BROKER HAS INFORMED SELLER TO CONSULT A TAX ADVISOR TO DISCUSS THE TAX RAMIFICATIONS OF A SHORT SALE.

LEGAL COUNSEL: SELLER ACKNOWLEDGES THAT BROKER HAS INFORMED SELLER TO CONSULT AN ATTORNEY TO DISCUSS THE LEGAL, CREDIT, AND ANY OTHER RAMIFICATIONS OF A SHORT SALE.

SELLER IS AWARE THAT IT IS NOT IN THE SCOPE OF THE BROKER TO PROVIDE EITHER LEGAL OR TAX ADVICE.

Agreed and accepted this _____ day of _____, _____.

Broker _____ Seller _____

Designated Agent _____ Seller _____

**THIS IS A SAMPLE FORM FOR EDUCATIONAL PURPOSES
SEEK LEGAL ADVICE PRIOR TO USING THIS OR ANY OTHER FORM**