



## Escalation Addendum

A product of the  
CINCINNATI AREA BOARD OF REALTORS®, INC.  
Approved by Board Legal Counsel  
(If not understood, seek legal advice. For real  
estate advice, consult your REALTOR®.)



This Escalation Addendum is made as an integral part of the Contract to Purchase Real Estate dated as of \_\_\_\_\_ (the "Contract") from \_\_\_\_\_ ("Buyer") to \_\_\_\_\_ ("Seller") with respect to the property located at \_\_\_\_\_

(the "Real Estate") and supersedes any conflicting provisions in the Contract. Except as expressly amended or modified by this Escalation Addendum, the Contract in all other respects remains the same.

Buyer and Seller further agree as follows:

1. **Escalation of Purchase Price.** In the event Seller receives other written, bona fide offers to purchase the Real Estate prior to the Contract Acceptance Date which exceed Buyer's net offer\* under the Contract, with terms acceptable to Seller, then the Purchase Price under Section 2 of the Contract shall automatically increase to an amount equal to the highest net offer\* received by Seller, plus an additional \$ \_\_\_\_\_ .
2. **Cap.** Notwithstanding Section 1 of this Escalation Addendum, the Purchase Price under the Contract shall in no event exceed \$ \_\_\_\_\_ .

In order for this Escalation Addendum to be effective, Seller/Seller's Agent shall provide the Buyer/Buyer's Agent with the following: (1) a copy of the bona fide offer, in its entirety, signed by the third party who is ready, willing and able to perform on the terms of their offer, and (2) a copy of the Contract signed by Seller with only the Purchase Price under Section 2 revised according to this Escalation Addendum.

\*Net offer means the purchase price for the Real Estate minus any Seller-paid contributions, including, but not limited to settlement charges, home warranty and title insurance.

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

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

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller