



**SELLER NOTICE TO BUYER TO REMOVE
SALE AND TRANSFER OF TITLE CONTINGENCY
(BUMP NOTICE)**

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and the Monroe County Bar Association

SELLER _____ BUYER _____
PROPERTY _____ CONTRACT DATE _____

To Buyer:

Seller notifies Buyer that Seller has received and accepted another purchase offer for the Property.

Seller further notifies Buyer that Buyer is to:

- (A) remove the sale and transfer of title contingency in the contract between Seller and Buyer (the "Contract") regarding Buyer's existing property located at _____ (the "Existing Property") by written notice to Seller within _____ calendar days (the "Bump Period") from receipt of this notification, and
- (B) provide Seller within the Bump Period written proof of satisfaction of (x), (y) or (z):
 - (x) (1) Buyer has obtained a contract for sale of the Existing Property which is not subject to any unsatisfied contingencies, (2) all contingencies in the Contract for the benefit of Buyer (other than any mortgage contingency or mortgage assumption contingency in the Contract) have been satisfied or waived by Buyer, and (3) Buyer notifies Seller in writing with proof of satisfaction of (1) and (2) herein;
 - (or)
 - (y) (1) Buyer has accepted a mortgage loan commitment which does not require the sale and transfer of title of the Existing Property as a condition of the mortgage loan funding, (2) all contingencies in the Contract for the benefit of Buyer have been satisfied or waived by Buyer, and (3) Buyer notifies Seller in writing with a copy of the accepted mortgage loan commitment and proof of satisfaction of (2) herein;
 - (or)
 - (z) (1) Buyer has immediately available U.S. funds in the amount of the purchase price, (2) all contingencies in the Contract for the benefit of Buyer have been satisfied or waived by Buyer, and (3) Buyer notifies Seller in writing with proof of satisfaction of (1) and (2) herein.

If the Buyer does not satisfy (A) and (B) within the Bump Period, Buyer's rights under the Contract shall end, and Seller shall be free to proceed with the other purchase offer and Buyer's deposit shall be returned.

SELLER _____ DATE _____

SELLER _____ DATE _____

We acknowledge receipt of this Bump Notice:

BUYER _____ DATE _____

BUYER _____ DATE _____

(Note to REALTOR®: If Buyer does not acknowledge receipt of this Bump Notice by signing above, complete the Affidavit of Service on back.)

cc: Seller's and Buyer's attorneys, if any, designated on the Contract.