

AGREEMENT TO AMEND CONTRACT

WARNING: ALL PARTIES, INCLUDING ANY LENDER AND SETTLEMENT AGENT, MUST BE PROVIDED A COPY OF THIS AGREEMENT

_____, as Buyer, and _____, as Seller, have entered into a contract on the Offer to Purchase and Contract (form 2-T) or the Offer to Purchase and Contract – Vacant Lot/Land (form 12-T) (“Contract”) regarding the purchase and sale of the following property (insert property address): _____ (“Property”).

Buyer and Seller hereby agree to amend the Contract as set forth below [check applicable box(es)]:

- Purchase Price.** The Purchase Price is hereby changed from: \$ _____ to: \$ _____.
- (Additional) Earnest Money.** The (Additional) Earnest Money Deposit is hereby changed from: \$ _____ to: \$ _____.
- (Additional) Earnest Money Deposit Date:** The date by which the (Additional) Earnest Money Deposit shall be paid to Escrow Agent is hereby changed to extend through 5:00 p.m. on: _____.
- Building Deposit.** The Building Deposit is hereby changed from: \$ _____ to: \$ _____.
- Due Diligence Fee.** The Due Diligence Fee paid to Seller is hereby changed from: \$ _____ to: \$ _____.
- Due Diligence Period.** The expiration date of the Due Diligence Period is hereby changed to extend through 5:00 p.m. on _____, **TIME BEING OF THE ESSENCE.**
- Escrow Agent.** The Escrow Agent is hereby changed to: _____.

NOTE: use the ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF EARNEST MONEY DEPOSIT

- Settlement Date.** The Settlement Date is hereby changed to: _____.
 (check only if the following also will apply) ~~Notwithstanding anything to the contrary in the Delay in Settlement/Closing paragraph in the Contract, if a Delaying Party fails to complete Settlement and Closing within four (4) days following the Settlement Date above, the Delaying Party shall be in breach and the Non-Delaying Party may terminate the Contract in accordance with the Delay in Settlement/Closing paragraph.~~
The Delay in Settlement/Closing paragraph in the Contract is hereby amended for the sole purpose of changing the permitted time a Delaying Party may delay in completing Settlement and Closing from seven (7) days to four (4) days.
- Expenses.** The amount Seller shall pay at Settlement toward Buyer’s expenses associated with the purchase of the Property is hereby changed from: \$ _____ to: \$ _____.

All terms and conditions of the Contract not specifically amended herein shall remain in full force and effect.



This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.



FORM 4-T
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Buyer Initials: _____ Seller Initials: _____

Home Warranty. The Home Warranty paragraph of the Contract is hereby changed to provide as follows:

No home warranty is to be provided by Seller.

Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ which includes sales tax and Seller agrees to pay for it at Settlement.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Buyer: _____ Date _____ Seller: _____ Date _____

Buyer: _____ Date _____ Seller: _____ Date _____

Entity Buyer

Entity Seller:

(Name of LLC/Corporation/Partnership/Trust/etc.)

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____