

MEOR Appraisal Clauses

Appraisal - Buyer's Right to Terminate

This Agreement is contingent on Buyer obtaining an appraisal from an appraiser licensed to do appraisals in the State of Maine within ____ days of the Effective Date of this Agreement indicating the current market value of the property to be equal to or greater than the total purchase price set forth in paragraph 5. If the appraisal indicates a market value less than such total purchase price, Buyer may declare this Agreement null and void by notifying Seller in writing within the specified number of days and any earnest money shall be returned to Buyer. If Buyer does not notify Seller concerning the appraisal within the time period set forth above, this contingency is waived by Buyer.

Appraisal - Seller's Right to Reduce Purchase Price

This Agreement is contingent on Buyer obtaining an appraisal from an appraiser licensed to do appraisals in the State of Maine within ____ days of the Effective Date of this Agreement indicating the current market value of the property to be equal to or greater than the total purchase price set forth in paragraph 5. If the appraisal indicates a market value less than such total purchase price, Seller reserves the right to reduce the purchase price to the appraised market value. If Buyer does not agree to the price reduction, Buyer may declare this Agreement null and void by notifying Seller in writing within the specified number of days and shall forfeit the earnest money deposit. If Seller does not reduce the purchase price to the appraised market value, Buyer may declare this Agreement null and void by notifying Seller in writing within the specified number of days and any earnest money shall be returned to Buyer. If Buyer does not notify Seller concerning the appraisal within the time period set forth above, this contingency is waived by Buyer.

Appraisal Gap

1) If the appraised value of the property is less than the purchase price set forth in this Agreement, then Buyer agrees to pay the appraisal shortfall, not to exceed \$_____ ("Additional Funds"). In no event shall the agreed upon purchase price in this Agreement increase or decrease unless otherwise agreed to by the parties in writing. Buyer shall provide proof of Additional Funds acceptable to Seller within ____ days of the Effective Date. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than ____ days from receipt. If proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall end once such proof is received, however Seller retains the agreed upon time period to terminate if such proof is unacceptable. If Seller terminates in either case, the earnest money shall be returned to Buyer.

2) If the amount of the appraisal shortfall required exceeds the Additional Funds, then buyer, in buyer's sole discretion, may either pay any additional sums required, or may terminate this agreement. Upon Buyer's election to terminate, this Agreement shall be void, neither party shall have any further obligation to the other, and Buyer is entitled to a refund of all earnest money deposits.