

Tenant Agreeing to Vacate

1. This Contract is subject to and conditional upon the existing Tenant of the Property agreeing to vacate the Property by Settlement within(Due Date).
(Insert the timeframe, example "within 14 days from the Contract Date")
2. The Seller shall before 5pm on the expiry of the Due Date notify the Buyer in writing of whether the Tenant has agreed to vacate or not.
3. In the event that the Tenant has not agreed to vacate the Property or the Seller fails to notify the Buyer, the Buyer may terminate this Contract by notice in writing to the Seller provided such notice is given and received by the Seller within two business days after the expiry of the Due Date
4. If the Buyer terminates this Contract in accordance with clause 3 above then all deposit monies paid shall be refunded in full to the Buyer.
5. If the Buyer does not terminate the Contract in accordance with clause 3 above, the Buyer then shall accept the Property subject to the Tenancy.

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Seller/s Signature

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Witness Signature

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Buyer/s Signature

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Witness Signature
