

AGREEMENT FOR PRE-POSSESSION OF PROPERTY PRIOR TO CLOSE OF ESCROW

This is an Amendment to the Contract dated _____ between the following parties:

Seller: _____ Buyer _____

Property Address: _____

The following additional terms and conditions are hereby included as part of the Purchase Contract described above. This agreement is intended only to grant possession to the Buyer of the property described herein "PRIOR" to close of escrow.

IT IS NOT INTENDED TO ESTABLISH A LANDLORD/TENANT RELATIONSHIP,
RATHER, A 'CONDITION OF PURCHASE'.

OCCUPANCY PERIOD & COMPENSATION: Upon execution of this Agreement by the parties, Seller hereby grants Buyer permission to take possession of said premises as of ____:____ o'clock am / pm, on _____ (date). Buyer shall pay Seller as compensation for the use of said premises the sum of \$ _____ per day, from the date of possession to and including the date of close of escrow. _____ days compensation is due on or before said possession date in the amount of \$ _____ and shall be payable directly to the Seller. \$ _____ shall be paid in advance every _____ days thereafter for the term of this Agreement. All payments for compensation shall be made to the Seller. None of the sums paid under this Agreement is to be applied to the Purchase price. All terms and conditions of the Agreement shall remain in effect until Buyer . . . a) vacates premises, or b) escrow closes. **Should Buyer fail to close escrow, he/she agrees to vacate property within _____ days from the date stated in Purchase Contract or Addendum or Counter Offer.**

DEPOSITS: \$ _____ shall be deposited in escrow number _____ at _____ title company, as damage and security deposit under the terms and performance of this Agreement. At close of escrow, this money is to be applied to the Buyer's down payment and/or closing costs if property is in substantially the same condition as date of possession.

USE OF DEPOSITS: In the event the sale fails to close escrow, and with ten (10) days from the **written** notification by Seller, Buyer agrees to surrender possession of the premises to the Seller in substantially the same condition as the date possession was delivered. Seller may retain all or part of the damage deposit for payment of any obligation or charges incurred by the Buyer or caused to be incurred by the Buyer for improvements, alterations and/or repairs to the premises which arose out of the Buyers use and occupancy under the terms of this Agreement. Seller shall return any unused portion of said deposit to Buyer within ten (10) days after the Buyer vacates the premises with an itemization of any monies withheld which may not be unreasonable.

USE OF PREMISES: Buyer shall use the premises as a personal residence only, and shall abide by all the laws, Home Owners Associations and governmental regulations with respect to the use and occupancy of the premises.

UTILITIES: Buyer shall place all utilities and service in the Buyer's name and shall pay all relevant costs, including connections and usage within the term of this Agreement.

CONDITIONS OF PREMISIS: Buyer hereby acknowledges he/she has inspected the condition of the premises including, but not limited to, the heating & cooling equipment, plumbing, electrical, roof and other physical conditions of the property, as well as any personal property included in the sale, (if any). **Buyer further acknowledges that he/she is taking possession of the property in 'AS IS' condition.** Any exceptions must be noted at this time or Seller assumes no responsibility. Any faults or defects discovered after the signing of this Agreement, or arising during the tenure thereof, are the sole responsibilities of the Buyer. By taking possession, Buyer hereby releases Seller & Brokers from all responsibility & liability regarding the condition,

