

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

This agreement, entered into as of this date _____ by and between _____ Hereinafter referred to as SELLER and _____ Hereinafter referred to as BUYER, and BR Realty™, hereinafter referred to as REALTOR®.

WHEREAS: BUYER has entered into an agreement to purchase from SELLER the following described property: _____

and executed escrow instructions to: _____ Title Company _____ Officer _____ escrow number as escrow agent to carry out the terms of the purchase and is desirous of taking limited possession of said property prior to the close of escrow.

NOW THEREFORE: SELLER hereby agrees to allow BUYER to take limited possession of said property on this date: _____, for and in consideration of BUYER completing the purchase and other valuable consideration including that recited herein as follows:

TERMINATION: This agreement shall terminate upon the closing of the escrow or if BUYER shall fail to keep or perform any of the terms, covenants or conditions hereof, or of the purchase referred to above, SELLER may, at SELLER'S option, after three (3) days notice in writing to BUYER, re-enter said premises and take possession thereof and terminate this agreement.

UTILITIES: BUYER agrees upon date of possession to have all utilities transferred into BUYER'S name.

CONDITION: BUYER hereby acknowledges that BUYER has examined the property, that BUYER is familiar with the condition and status of the property including, but not limited to, heating, cooling, plumbing and electrical systems and equipment and will accept the property in its condition at the time of possession.

EXPENSES INCURRED: BUYER agrees to indemnify and hold harmless the SELLER, herein known as _____ And REALTOR®, herein known as BR Realty™, from all loss, damage, liability and expense by reason of personal injury or death of any person or persons in, or upon, said premises and by reason of damage to personal property upon the premises. In the event of litigation arising hereunder, or under the terms of the purchase, the losing party shall pay to the prevailing party all costs thereof, including reasonable attorney fees.

SELLER agrees to allow BUYER to store personal belongings in the GARAGE ONLY - NO PERSONAL BELONGINGS SHALL BE MOVED INTO THE INTERIOR OF THE HOUSE PRIOR TO CLOSE OF ESCROW. SELLER agrees to allow BUYER access to the house for purposes of cleaning only. BUYER is aware that all BUYER'S personal belongings on the property are not covered under any insurance that may be in place by the SELLERS. BUYERS accept full responsibility and liability for all personal belongings on the property and are encouraged to obtain insurance to cover these times for the time prior to close of escrow.

REALTOR® will not be held responsible for the failure of either of the parties to abide by the Terms and Conditions of this agreement.

IN WHITNESS WHEREOF: The said parties to these presents have herewith set their hands the day and year first written, signed and delivered:

BUYER

BUYER

SELLER

SELLER