

ADDENDUM AGREEMENT FOR EARLY USE AND OCCUPANCY

THIS IS AN ADDENDUM TO CONTRACT FOR SALE DATED: _____
BETWEEN ABOVE NAMED PARTIES, AND SHALL BECOME AN INTERGRAL PART THEREOF.

SELLER AGREES THAT PURCHASER MAY USE AND/OR OCCUPY THE PREMISES PRIOR
TO CLOSING ON THE FOLLOWING TERMS AND CONDITIONS:

1. PRORATIONS SHALL BE AS OF THE DATE OF CLOSING.
2. PURCHASER AGREES TO ASSUME ALL LIABILITY INCIDENTAL TO HIS USE,
POSSESSION AND OCCUPANCY OF THE PREMISES TO THE SAME EXTENT AS IF
HE WERE THE LEGAL OWNER, AND PURCHASER AGREES TO INDEMNIFY AND
HOLD SELLER HARMLESS FROM ANY AND ALL CLAIMS OF ANY NATURE OR
ANY EXPENSES, INCLUDING ATTORNEY FEES, ARISING OUT OF THE PURCHASER'S
OCCUPANCY OF THE PREMISES PRIOR TO CLOSING AND FURTHER AGREES TO
RELEASE AND FOREVER DISCHARGE THE SELLER, HIS HEIRS AND ASSIGNS
AND EXECUTORS FROM ALL CLAIMS, DEMANDS AND ACTIONS OF ANY KIND
OF NATURE WHICH MAY ARISE AS A RESULT OF SUCH USE AND OCCUPANCY.
3. PURCHASER AFFIRMS, WITHOUT RESERVATION OR CONDITION, THAT HE HAS
INSPECTED OR CAUSED TO BE INSPECTED, ALL OF SAID PREMISES, EQUIP-
MENT AND APPLIANCES COVERED BY THE CONTRACT, WITHIN SEVEN (7) DAYS
OF OCCUPANCY OF BUYER. ANY REPAIR OR DEFICIENCIES SHALL BE NOTED
AT THAT TIME, IN WRITING, AND GIVEN TO THE SELLER. SELLER AGREES
TO MAKE NECESSARY REPAIRS, NOTED ON LIST AND AS REQUIRED BY THE
CONTRACT FOR SALE AND PURCHASE, PRIOR TO OCCUPANCY.
4. PURCHASER AGREES TO:
 - A. MAINTAIN SAID PREMISES IN PRESENT CONDITION.
 - B. PAY ALL THE UTILITIES AND SERVICES.
 - C. MAINTAIN ALL HEATING, SEWER, PLUMBING, AND ELECTRICAL SYSTEMS
AND KEEP ALL APPLIANCES IN GOOD WORKING ORDER.
 - D. REFRAIN FROM MAKING ANY ALTERATIONS WITHOUT PRIOR CONSENT FROM
THE SELLER, UNTIL TIME OF CLOSING.
5. THE MONTHLY RATE OF RENTAL IS TO BE _____ WITH BUYER GIVING
SELLER THIS AMOUNT ON _____ FOR THE FIRST MONTH'S
RENT. ALSO, BUYER SHALL PLACE IN ESCROW WITH _____
_____, THE SUM OF _____ TO BE DESIGNATED
AS LIQUIDATED DAMAGES, IN THE EVENT BUYER DEFAULTS ON REFERENCED
AGREEMENT TO PURCHASE. THIS SUM OF _____ WILL BE CREDITED
TO BUYER AT THE TIME OF CLOSING.
6. THIS AGREEMENT IS NOT INTENDED TO CREATE A RELATIONSHIP OF LANDLORD
AND TENANT AND THE RIGHT OF THE BUYER TO OCCUPY PREMISES SHALL BE
ON A DAY TO DAY BASIS, SUBJECT TO THE TERMS THEREOF.
7. CONDITIONS _____

DATE: _____

DATE: _____

BUYER: _____

SELLER: _____

BUYER: _____

SELLER: _____