



ADDENDUM TO SALES CONTRACT PRE-CLOSING OCCUPANCY



This Addendum is to the Sales Contract ("Contract") entered into between:

("SELLER") _____ and

("BUYER") _____,

relating to the following described real property ("Property"):

_____.

BUYER may occupy the Property prior to the Closing Date, commencing on _____{Insert Date}, upon payment to SELLER, prior to occupancy, of an occupancy fee of \$ _____ for the period from the date of occupancy through and including the Closing Date. BUYER shall pay additional occupancy fees of \$ _____ per diem if the closing occurs later than the Closing Date through no fault of the SELLER. Occupancy fees will be adjusted on a pro-rata basis to the actual date of closing or of BUYER's vacation of the Property. THE PARTIES AGREE THAT THIS PRE-CLOSING OCCUPANCY ARRANGEMENT IS NOT A LEASE AND THAT THE OCCUPANCY FEES ARE NOT RENT, BUT RATHER A TEMPORARY RIGHT OF USE FOR CONSIDERATION, TO ACCOMMODATE THE BUYER. BUYER will complete any desired inspections provided for in the Contract, prior to occupancy. Upon taking occupancy of the Property, BUYER accepts the Property in "AS IS" condition and waives any and all of BUYER's remaining Contract contingencies and all Remedial Action obligations of SELLER or credit in lieu thereof, except those agreed to by SELLER in writing prior to BUYER's occupancy. Occupancy shall be limited to _____ persons and the following pets: _____.

BUYER shall have no right to make any changes or modifications to the Property prior to closing. BUYER's personal property placed in the premises shall be at BUYER's risk of loss. During BUYER's occupancy, BUYER shall be responsible for all utilities and shall obtain liability insurance and insurance coverage for BUYER's personal property. If the transaction evidenced by the Contract does not close by the scheduled closing date, through no fault of SELLER, SELLER may give BUYER 5 days written notice to vacate and leave the Property in the same condition as of the date of occupancy. If BUYER does not vacate as required, BUYER's per diem occupancy fee will double from the date BUYER receives notice until the date BUYER vacates the Property. BUYER agrees that SELLER shall be entitled to recover any unpaid occupancy fees, costs to clean or repair the premises necessitated by BUYER's occupancy, and costs of collection of said sums from BUYER's deposit in escrow under the Contract, and SELLER shall further have a cause of action for ejectment. BUYER shall also be generally liable to SELLER therefor. BUYER shall indemnify and hold SELLER harmless against any claims, loss, or damage arising from BUYER's occupancy of the Property.

(Seller's Signature) (Date) (Buyer's Signature) (Date)

(Seller's Signature) (Date) (Buyer's Signature) (Date)