

PRE-SETTLEMENT POSSESSION ADDENDUM TO AGREEMENT OF SALE

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This form recommended and approved for, but not restricted to use by, members of the Pennsylvania Association of REALTORS® (PAR).

PROPERTY

SELLER

BUYER

DATE OF AGREEMENT

Seller gives Buyer the right to occupy the Property before the date of settlement under the following terms and conditions and for the limited purposes checked below:

- Move in personal property (for example, furnishings) and physically occupy the Property.
Store personal property without physically occupying the Property.
Store personal property in the following areas, without physically occupying the Property:
Make repairs and/or improvements to the Property, in a professional manner, as follows:

- Occupancy Date: Buyer will occupy the Property, as agreed to above, beginning
Vacating Date: In the event settlement does not take place, Buyer will vacate the Property on or before:
Occupancy Fee: Buyer agrees to pay Seller a daily Occupancy Fee of \$
Deposits: On or before the Occupancy Date, Buyer shall pay an Additional Deposit on Account of the Purchase Price in the amount of \$
Property Inspection: Before the Occupancy Date, Buyer will make the pre-settlement inspection specified in the Agreement of Sale.
Utilities: Beginning on the Occupancy Date, Buyer will pay operating and utility charges connected with the use of the Property as follows:
Electricity
Water
Gas
Lawn & shrubbery care
Garbage & trash collection
Sewage
Snow removal
Pets: Pets allowed on the Property before settlement as follows:
Maintenance: Buyer agrees to maintain the Property in its present condition, normal wear and tear excepted, and to abide by Seller's rules of occupancy, if any, as attached to this Addendum.
Changes to Property: Buyer will not make any alterations or improvements to the Property unless agreed to in writing by Seller.
Property Insurance: Buyer and Seller are advised to contact their insurer prior to signing this Addendum.
Entry: Seller or Listing Broker may enter the Property at any time in the event of an emergency, otherwise on a weekly basis, with 24 hours' prior notice to Buyer.
Buyer's Default: The time for the performance of any of the obligations of this Addendum are hereby agreed to be of the essence.
Assignment: Buyer may not assign Buyer's rights under this Addendum or lease the Property to any person(s) or entity.
Indemnification: Buyer will indemnify and hold harmless SELLER, all BROKERS, their LICENSEES, EMPLOYEES, and any OFFICER or PARTNER of any one of them, and any other PERSON, FIRM, or CORPORATION who may be liable by or through them,

from all claims, lawsuits, and actions that arise from, or occur during Buyer's occupancy or use of the Property. Buyer will defend Seller from all such suits and claims, and pay Seller's costs, including attorneys' fees and damages awarded.

- 15. **Conflict:** The provisions of the Agreement of Sale will remain in full force and effect except for those provisions that are changed by this Addendum.
- 16. **Survival:** This Addendum and related terms in the Agreement of Sale will survive settlement.

WITNESS _____ BUYER _____ DATE _____

WITNESS _____ SELLER _____ DATE _____