

Addendum to Residential Sale and Purchase Contract

If signed by all parties, the terms below will be included in the Contract for Residential Sale and Purchase between _____ ("Seller") and _____ ("Buyer") regarding the Property located at _____.

☐ (____) (____). (____) **W. Rentals:** (Check all that apply)

1. **Pre-Closing Occupancy Agreement:**

If Buyer moves into the Property before Closing, Buyer accepts the Property in its current condition as of the occupancy date. Seller will have no responsibility for repairs, treatments, or obligations from that date forward. Buyer will maintain the Property and assume all liability and risk of loss. From the date of occupancy, this clause replaces Paragraph 9 of the Contract. Buyer and Seller will sign a lease agreement with mutually agreed terms for Buyer's occupancy before Closing, prepared at Buyer's expense.

2. **Post-Closing Occupancy Agreement:**

Seller and Buyer will sign and deliver a lease agreement with mutually agreed terms for Seller's occupancy of the Property after Closing, prepared at Seller's expense.

3. **Existing Tenant Agreement:**

The Property is currently rented, and the Buyer's rights will be subject to those of existing tenants. Within ____ days of the Effective Date, Seller will provide Buyer, at Seller's expense, copies of the rent roll, leases, and income/expense statements covering January 1, ____ through December 31, . **These documents will show that the Property generated \$_____ in income and \$_____ in expenses**, along with any ongoing agreements with third parties. Buyer may cancel this Contract by giving written notice to Seller within ____ days of the Effective Date if the information differs significantly from Seller's representations. If Buyer does not give timely written notice, this contingency is waived and the Contract will remain in effect. At Closing, Seller will assign all leases and rental agreements and transfer all deposits and prepaid rents to Buyer.

4. **Tenant to Vacate Agreement:**

The Property is currently rented. Seller agrees to ensure that the tenant vacates the Property prior to the agreed Walk-Through Inspection.