



BUYER PRE-OCCUPANCY STORAGE ADDENDUM

(C.A.R. Form POSA, Revised 12/21)

This is an addendum to the Purchase Agreement, OR ☐ Counter Offer No. _____, ☐ Other _____ ("Agreement"), dated _____

on property known as _____, _____ ("Property")
between _____ ("Buyer")
and _____ ("Seller").

This addendum is intended for short-term pre-occupancy storage by Buyer of Buyer's personal property ("Personal Property") on the Property before Close of Escrow.

- LICENSE:** Buyer is granted a license ("License") to store Personal Property as defined below on the Property prior to the Close Of Escrow.
- TERM:** The "Commencement Date" of License begins on _____ (or _____ calendar days before the scheduled Close Of Escrow). If no time is filled in, the License begins on the date of Buyer's and Seller's mutual signing of this Buyer Pre-Occupancy Storage Addendum ("POSA").
- ACCESS:** Buyer shall move-in all items of Personal Property on the Commencement Date (or _____), and shall have no right of access to the Property to bring in or remove any items from that date until termination of the License.
- TERMINATION:** The License under this POSA shall terminate on the earlier of Close Of Escrow or cancellation of this Agreement. Buyer has no right to store Personal Property beyond this term unless (i) escrow has been extended by mutual agreement, or (ii) a subsequent agreement for storage is agreed to in writing and signed by Buyer and Seller prior to the end of such term.
- CONSIDERATION:** Buyer agrees to pay Seller a "Pre-Occupancy Storage Fee" for the term specified in paragraph 2 of \$ _____ PER DAY (or _____). If escrow is extended by mutual agreement, Buyer shall pay Seller additional consideration for pre-occupancy storage in the amount of \$ _____ per day.
- PERSONAL PROPERTY:** Personal Property means typical household furnishings and clothing, if not otherwise specified. Buyer shall provide Seller a list of all items stored upon completion of the move-in.
- NO STORAGE OF THE FOLLOWING:** Buyer shall not store any firearms, or ammunition, or illegal, flammable, hazardous, explosive, corrosive, caustic or other dangerous materials.
- STORAGE AREA:** Buyer is allowed to store Buyer's Personal Property in the following location(s) on the Property only: _____
- REMOVAL OF PERSONAL PROPERTY:** If Buyer has not completed the purchase of the Property, Buyer shall remove Personal Property within 3 calendar days of termination of this License. Buyer may be responsible for court awarded damages if Buyer does not remove Personal Property by the termination date without a subsequent written Agreement.
- RISK OF LOSS:** The storage of Buyer's Personal Property on the Property shall not be deemed as Buyer taking possession or title under the Uniform Vendor and Purchaser Risk Act (Civil Code § 1662).
- DAMAGE/INSURANCE:** Except as otherwise specified, Buyer's Personal Property (including vehicles) is not insured by Seller, and, if applicable, not by the homeowner's association, against loss or damage. Each Party is to carry their own insurance to protect their respective property from such loss. Buyer is responsible for all damages incurred at either move-in or move-out, or otherwise, of the personal Property, as well as any damage caused at either move-in or move-out, or otherwise, to Seller's real or personal Property.
- WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
- OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** _____

BROKERS DO NOT RECOMMEND PRE-OCCUPANCY STORAGE. BROKERS HAVE ADVISED BUYER AND SELLER TO CONSULT WITH A QUALIFIED CALIFORNIA REAL ESTATE ATTORNEY TO DETERMINE WHETHER ENTERING INTO SUCH AN ADDENDUM TEMPORARILY OR PERMANENTLY CHANGES THE NATURE OF THEIR STATUS AS BUYER AND SELLER, AND THE LEGAL CONSEQUENCES AND IMPLICATIONS OF PRE-OCCUPANCY STORAGE. IF BUYER AND SELLER AGREE TO PRE-OCCUPANCY THEY ARE DOING SO AGAINST THE ADVICE OF BROKERS AND AT THEIR OWN RISK.

By signing below Buyer and Seller acknowledge that each has read, understands, has received a copy of and agrees to the terms of this Buyer Pre-Occupancy Storage Addendum.

Seller _____	Date _____
Seller _____	Date _____
Buyer _____	Date _____
Buyer _____	Date _____

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