

## Pre-Settlement Occupancy Addendum

*(For Use in Montgomery County, Maryland and Washington, DC)*

(This form may be used for pre-settlement occupancies in Montgomery County, Maryland and Washington, DC of not greater than sixty (60) days. If greater than sixty (60) days, use appropriate jurisdictional lease agreement.)

The Contract of Sale dated \_\_\_\_\_, Address \_\_\_\_\_  
 City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_ between  
 Seller \_\_\_\_\_ and  
 Buyer \_\_\_\_\_ is hereby amended by the  
 incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

**1. OCCUPANCY:** Seller hereby grants Buyer a license to occupy the Property from \_\_\_\_\_ ("Occupancy Date"), until the Settlement Date ("Occupancy Period"), at a daily license fee of \$ \_\_\_\_\_, per day. Buyer shall pay to Seller on or before \_\_\_\_\_ the sum of \$ \_\_\_\_\_, covering the Occupancy Period. In the event the Settlement Date is extended pursuant to the terms of the Contract, Buyer shall continue to pay the daily license fee until Settlement occurs. This amount is nonrefundable if Buyer vacates prior to the Settlement Date.

**2. DEPOSIT:** Buyer has paid herewith to the Selling Broker or other Escrow Agent designated in the Contract an additional Deposit in the amount of \$ \_\_\_\_\_. This additional deposit and the Deposit under the Contract shall be known as the "Entire Deposit". The handling and disposition of the Entire Deposit shall be governed by the applicable provisions of the Contract regarding the Deposit.

**3. PROPERTY CONDITION:** At the Occupancy Date, Seller will deliver possession of the Property to Buyer vacant, clear of trash and debris, broom clean and in the condition required under the Contract. Buyer shall inspect the Property on that date, and this inspection shall constitute the pre-settlement inspection provided under the Contract. At Settlement, Seller will deliver the Property to Buyer in the condition required under the Contract, except that Seller shall have no responsibility with respect to any change in the condition of or damage to the Property which occurs as a result of Buyer's occupancy of the property pursuant to this Addendum.

**4. BUYER'S RESPONSIBILITY:** Buyer agrees to conduct the occupancy of the Property in such a manner as to maintain the Property, including all equipment and landscaping, in the same original good order as of the Occupancy Date. Buyer is not to repaint, re-decorate or renovate without the written permission of Seller. Buyer will be responsible for the maintenance of all appliances and equipment on the Property and the cost of any repairs and/or replacements to same during the Occupancy Period. Buyer will have all utilities (sewer, water, gas, oil, electricity, etc.) registered in Buyer's name as of the Occupancy Date and shall pay the charges for these services for the entire Occupancy Period. In the event Settlement under the Contract does not take place by the Settlement Date for any reason other than default by Seller, Buyer shall immediately vacate the Property, remove all personal property and place the Property in substantially the same condition the Property was in at the Occupancy Date. If Buyer fails to comply with the terms of this Addendum, in addition to any other remedies specified in the Contract, the daily license fee shall be DOUBLED, and shall continue until Buyer is in compliance.

**5. RISK OF LOSS:** Except for claims arising out of Seller's negligence, it is understood and agreed that Buyer specifically releases Seller from and will indemnify and hold Seller harmless against any and all claims that Buyer, or members of Buyer's family, Buyer's contractors, agents, guests and/or invitees, may have for personal injury and/or for loss or damage to personal property during the Occupancy Period. Such release and indemnification shall include, but not be limited to, reasonable attorney's fees. Seller shall maintain fire and extended coverage insurance on the Property with an appropriate absentee owner's liability clause. In addition, Buyer shall, by the Occupancy Date, provide evidence of an appropriate policy insuring Buyer for loss or damage to Buyer's personal property and insuring both Buyer and Seller for fire, vandalism and extended coverage for injuries sustained by Buyer's guests or other third parties who may enter the Property during the Occupancy Period. Seller shall be named as a loss payee with Buyer on said policy(ies) of insurance. If there is duplicate coverage on the Property, Seller's policy shall be primary and Buyer's policy shall be secondary. Buyer shall be responsible for the payment of any deductibles under both insurance policies in the event of a covered loss.

©2014, Greater Capital Area Association of REALTORS®, Inc.

This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.

Previous editions of this Form should be destroyed.

6. **ACCESS:** Buyer agrees that Seller and Seller's agents and employees shall have the right to enter upon the Property at all reasonable times for the purpose of showing, inspecting and/or making any repairs which Seller deems necessary or appropriate.

7. **NO LANDLORD TENANT RELATIONSHIP CREATED:** Nothing in this Addendum shall constitute a Landlord/Tenant relationship between Buyer and Seller. Buyer hereby warrants that no such tenancy shall arise under this Addendum or under applicable law. Further, Buyer shall have no rights afforded to Tenants in this jurisdiction by reason of the license hereunder granted from Seller to Buyer.

8. **ADDITIONAL PROVISIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date