



LEASE PURCHASE ADDENDUM

This is an addendum to the Residential Resale Real Estate Purchase Contract ("Purchase Contract") and the Residential Rental Agreement ("Lease") dated _____, 20____, between the following parties.

Seller/Landlord: SAMPLE FORM ONLY Buyer/Tenant: _____

Premises: _____

This agreement is intended to create a tenancy relationship and grant possession of the property described herein prior to close of escrow, pending the completion of the sale.

The parties herein have entered into a Lease Purchase agreement of the above described premises for a period beginning _____, 20____ and ending on _____, 20____. Possession shall be granted to the Buyer/Tenant at the commencement date above.

1. It is understood that the Buyer/Tenant may during the above stated time, upon mutual agreement between the parties, close the sale and the Lease herein will then terminate.

2. Default of the Lease will be considered a default of the Purchase Contract. Any default of the Purchase contract will be considered a default of the Lease. Upon Seller/Landlord's written notice of such default to Buyer/Tenant, Buyer/Tenant will vacate the premises within _____ days. If Buyer/Tenant does not vacate the premises within the premises within the specified herein, Seller/Landlord may immediately file an action in court for recovery of the premises, without the necessity of any prior or additional notice. Upon Buyer/Tenant's notice of such default of the Purchase Contract to Seller/Landlord, Buyer/Tenant may pursue legal remedies per lines 275-303 of the Purchase Contract.

3. Both parties agree that in the event the lease period expires and the Buyer/Tenant has failed to close escrow, all rents paid to date and the earnest money deposit as stated in the Purchase Contract may be forfeited to Seller/Landlord as liquidated damages without further consent of the Buyer/Tenant. However, if the Buyer contingencies placed in the Purchase Contract were not met, Buyer/Tenant may receive a refund of their earnest money deposit per the provisions set forth in the Purchase Contract. Seller/Landlord may retain from the "Lease" security deposit that amount necessary as reimbursement for any unpaid rent, costs and/or physical damages that the Buyer/Tenant caused to the subject property during their occupancy, in accordance with "Landlord Tenant Act, normal wear and tear excepted.

4. Seller/ Landlord and Buyer/Tenant agree that none of the rental payments will be credited toward the purchase price.

5. In accordance with the "Lease", Seller/Landlord agrees to pay all mortgage payments, property taxes, structural and liability insurance, association dues, special assessments, etc through-out this lease term. In addition, Buyer/Tenant will be responsible for the first \$60.00 of any repair. If any damage is due to Buyer's negligence, Buyer will be fully responsible for said damage.

6. It is understood that they Buyer/Tenant must have completed all of their inspection and all agreed upon repairs must be completed prior to possession by the Buyer/Tenant. Buyer/Tenant will conduct a final walkthrough prior to possession and upon completion of said walkthrough, Buyer/Tenant and Seller/Landlord will execute the "AS IS" addendum. It is understood that upon possession, Buyer/Tenant is accepting the Premises in "AS IS" as one of the conditions incorporated into the Purchase Contract.

7. Other terms and conditions: _____

NOTE: BROKER IS ACTING AS LEASING AGENT ONLY AND IS NOT THE PROPERTY MANAGER. SELLER/LANDLORD AND BUYER/TENANT ACKNOWLEDGE THEY HAVE BEEN ADVISED TO SEEK APPROPRIATE COUNSEL REGARDIGN THE RISKS OF A LEASE PURCHASE.

Buyer/Tenant Date Buyer/Tenant Date
Seller/Landlord Date Seller/Landlord Date