

Agreement to Occupy Prior to Close of Escrow

This is an Addendum to the Contract dated _____ between the following parties:

Seller: _____

Buyer: _____

Premises: _____

The following additional terms and conditions are hereby included as part of the Purchase Contract described above.

This agreement is intended to grant possession of the property described herein prior to close of escrow, pending the completion of this sale, and is not intended to establish a Landlord/Tenant relationship. The Landlord/Tenant laws of Arizona shall not apply.

OCCUPANCY PERIOD AND COMPENSATION: Upon execution of this agreement by the parties, Seller hereby grants permission to Buyer to take possession of said premises as of _____ (Mo/Da/Yr). Buyer shall pay Seller as compensation for the use of said premises the sum of \$ _____ per day, from the date of possession to and including the date of close of escrow. _____ days' compensation is due on or before said possession date. \$ _____ shall be paid in advance every _____ days thereafter for the term of this agreement. All payments for compensation shall be made to Seller existing Escrow Account. None of the sums paid under this agreement is to be applied to the purchase price.

DEPOSIT: \$ _____ of the Earnest Money deposited into Escrow # _____ at _____ Title Co., shall become a damage and security deposit under the terms and performance of this agreement. At close of escrow this money is to be applied to Buyer's down payment to Seller.

USE OF SECURITY DEPOSIT: In the event the sale fails to close escrow, Buyer agrees to surrender possession of the premises to the Seller, in substantially the same condition as the date possession was delivered, within 10 days from receipt of written notification by the Seller. Seller may retain all or part of the damage deposit for payment of any obligation or charges incurred by the Buyer or caused to be incurred by the Seller for improvements, alteration, and/or repairs to the premises which arose out of Buyer's use and occupancy under the terms of this agreement. Seller shall return any unused portion of said deposit to Buyer within 10 days after the Buyer vacates the premises.

UTILITIES/SERVICES: Buyer shall have all utilities and services placed in Buyer's name and shall pay charges for connection and all user costs during the term of this agreement.

CONDITION OF THE PREMISES: Buyer hereby acknowledges he has inspected the condition of the premises including, but not limited to heating and cooling equipment, plumbing, electrical, roof, and other physical conditions of the property, personal property included in the sale, if any, and further acknowledges that he is taking possession of the property in "AS IS" and "WHERE IS" condition. Any exemptions must be noted at this time or Seller assumes no responsibility. Any faults or defects discovered after the signing of this agreement, or arising during the tenure thereof, are the sole responsibility of the Buyer. By taking possession, Buyer hereby releases Seller and Brokers from all responsibility and liability regarding the condition, square footage or valuation of the premises and neither Seller, Buyer nor Broker shall be bound by any understanding, agreement, or promise not contained in the Purchase Contract. This is not intended to relieve Seller of any Warranties specified in the Purchase Contract or any agreed upon repairs specified in a separate addendum.

HOLD HARMLESS: The Buyer shall hold the Seller and all Real Estate Brokers and Agents in this transaction harmless from any claims, liability, damages or injury to Buyer, or any other person or to any property, which occurs on the premises or arises out of Buyer's occupancy and use of the property, or under the terms and conditions of this agreement. Seller shall hold harmless all real estate Brokers and agents from any damage or loss occurring as a result of Buyer's occupancy of said property. Seller acknowledges that he has not relied on any recommendation or representation made by agent or Brokers concerning Buyer or the ability of Buyer to secure financing or resolve any legal matter which limits Buyer's ability to close escrow or perform under the Deposit Receipt and Agreement.

INSURANCE: Buyer shall secure and maintain insurance for personal property and public liability on the premises, during the term of this agreement, naming Seller as co-insured. Seller shall secure and maintain adequate hazard insurance to cover the change in occupancy status of the premises.

MAINTENANCE: Buyer shall maintain all mechanical and electrical systems, sewer lines, plumbing, appliances and equipment in normal working order, to keep the roof water tight and to maintain the grounds, during the term of this agreement.

IMPROVEMENTS: Buyer shall not perform any alterations or improvements to the premises in any way without Seller's prior written consent. Any improvements or alterations made to the premises by Buyer shall become the property of Seller without any compensation to Buyer, in the event the sale fails to close escrow.

LIENS, JUDGMENTS AND ENCUMBRANCES: Buyer will not allow any liens, judgments or other encumbrances to be Placed against the Premises during the term of this agreement and Buyer shall remain solely liable if such occurs.

LEGAL COSTS: Buyer agrees to pay all costs in any legal action which may be instituted by Seller to enforce the terms hereof or for the eviction of Buyer from the premises, including any reasonable attorney's fees.

SELLER'S RIGHT TO ENTER PREMISES: Seller or Seller's authorized agent shall have the right to enter the premises in case of emergency, or for the purpose of inspecting, performing necessary repairs or alterations, or to supply necessary or agreed upon service. Except in the case of an emergency, Seller shall enter the premises only during reasonable hours and only after 24 hours notice.

CC & R'S: Buyer shall be responsible to pay all fines or assessments levied against Seller or the premises due to Buyer's actions or conduct in violation of the CC & R's and rules and regulations of the Homeowners Association. Buyer further agrees to abide by all laws and governmental regulations With respect to the use or occupancy of the premises.

Seller Date

Buyer Date

Seller Date

Buyer Date