



LOCAL  
ACCURATE  
TRUSTED

## PRE-SETTLEMENT USE AND LIABILITY AGREEMENT

ADDENDUM NO \_\_\_\_\_ TO CONTRACT OF SALE DATED \_\_\_\_\_

SELLER: \_\_\_\_\_

BUYER: \_\_\_\_\_

PROPERTY: \_\_\_\_\_

THIS AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, \_\_\_ by and between "Seller" and "Buyer" as follows:

WHEREAS, the parties hereto have agreed to sell and purchase, respectively, the property located at \_\_\_\_\_.

1. Seller hereby gives Buyer the right to enter the premises prior to final closing for purposes of \_\_\_\_\_.
2. Should Buyer place personal possessions on premises, it is agreed and understood that the Seller, Broker, and Agents are released from all liability damage, destruction or loss of those items.
3. Buyer hereby releases and/or indemnifies Seller, Broker, and Agents from all liability arising from claims of persons injured while on premises in conjunction with the performance of the \_\_\_\_\_.
4. Buyer will obtain public liability insurance policy endorsed to protect the interest of the Seller in an amount of at least \$300,000.00.
5. Buyer agrees that Seller will not be held responsible for goods stored on premises regardless of whether or not final settlement occurs.
6. Buyer hereby confirms the receipt of a firm written mortgage commitment which conforms to the contingency for financing stated in the Contract of Sale.
7. Buyer understands that this Agreement relates to the right to enter the premises and store personal possessions and for no other use. **This Agreement does not authorize Buyer to personally occupy or reside within the Property nor does this Agreement constitute a lease of the Property.**
8. The right to enter the property will be effective \_\_\_\_\_, \_\_\_\_\_ or upon receipt of notice of full compliance with the terms and conditions specified in the Contract.
9. Buyer will not make any alterations, additions or improvements to the property unless expressly agreed to in writing by the Seller.
10. Buyer assume(s) responsibility for any damage and repair in the event of non-settlement.
11. It is understood and agreed that this form is provided as a courtesy to Buyer and Seller. Buyer and Seller hereby agree to hold harmless Broker and to defend and indemnify Broker from any claim, demand, action or proceedings relating to this Agreement.

\_\_\_\_\_  
SELLER DATE

\_\_\_\_\_  
SELLER DATE

\_\_\_\_\_  
BUYER DATE

\_\_\_\_\_  
BUYER DATE

