

BUYER POSSESSION BEFORE CLOSING AGREEMENT
THIS AGREEMENT IS AN ADDENDUM TO THE OFFER TO PURCHASE AND CONTRACT
[Consult "Guidelines" (Form 2A7G) for guidance in completing this form]

WARNINGS TO BUYERS AND SELLERS:

- **DO NOT USE FORM FOR LONG-TERM OCCUPANCY, LEASE PURCHASE, OR LEASE OPTION TRANSACTIONS.**
- **THIS FORM DOES NOT ADDRESS IMPORTANT ISSUES TYPICALLY ADDRESSED IN A RESIDENTIAL LEASE, SUCH AS A SECURITY DEPOSIT. CONSIDERATION SHOULD BE GIVEN TO USING THE RESIDENTIAL RENTAL CONTRACT (FORM 410-T) OR OTHER RESIDENTIAL LEASE.**
- **YOU ARE ADVISED TO CONFIRM WITH AN INSURANCE PROFESSIONAL THE TERMS OF COVERAGE UNDER YOUR PROPERTY AND CASUALTY INSURANCE POLICY BEFORE USING THIS ADDENDUM.**

Property: _____

Seller: _____

Buyer: _____

This Agreement is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property. For valuable consideration, the receipt and legal sufficiency of which are acknowledged, Buyer and Seller agree:

1. **Term of Possession/Access by Seller/Mean of Access.** Buyer may take possession of the Property at 8:00 a.m. on _____ ("Commencement Date"). This Agreement shall terminate at the earlier of Closing or the termination of the Contract (the entire period is referred to as the "Term"). ***TIME IS OF THE ESSENCE*** with regard to the beginning and ending of the Term.

Seller shall not access the Property during the Term without Buyer's written permission except in the case of an emergency. Seller shall be entitled to retain an entry key to the Property but shall deliver all other means of access to the Property to Buyer on the Commencement Date.

2. **Buyer's Waiver and Acceptance of Property Condition.** By taking possession of the Property on or after the Commencement Date, Buyer waives any further Due Diligence rights under Paragraph 4 of the Contract, the contingency under Paragraph 11 of the Contract relating to the condition of the Property at Closing, and all rights under paragraph 8(h) of the Contract. Buyer accepts the Property in its condition at the Commencement Date. Buyer's waiver and acceptance are subject to any other agreements between the parties that are a part of the Contract, including, but not limited to, any agreements with respect to repairs or improvements to the Property and any Seller warranties or agreements that may survive Closing.

3. **Buyer's Obligation to Maintain Property.** Prior to Closing, Buyer shall not alter, modify, or damage the Property, or fail to maintain the Property in its same condition as of the Commencement Date, and shall make no changes in the Property, decorating or otherwise, without the written consent of Seller. Seller shall not be obligated to maintain the Property after the Commencement Date, subject to any obligation that may be imposed on Seller by law. In the event Closing does not occur, Buyer shall pay all costs necessary to correct any alteration, modification or damage to the Property to restore the Property to the condition it was in at the Commencement Date. This paragraph shall not be deemed to modify the rights and obligations of the parties under Paragraph 11 of the Contract relating to the risk of loss or damage to the Property by fire or other casualty.

4. **Rent.** Prior to the Commencement Date, Buyer shall pay Seller a lump sum of \$ _____ ("Rent") for the Term. In the event that Buyer is the Delaying Party under Paragraph 12 of the Contract, Buyer shall pay additional rent in the sum of \$ _____ per day from the Settlement Date until Closing.

5. **Termination of Possession.** If the Contract is terminated, then Buyer shall immediately vacate the Property and return all means of access to the Seller. If Buyer does not then immediately vacate the Property, Buyer shall continue to be bound by all the terms and conditions of this Agreement and Buyer shall in addition pay Seller a hold-over fee of \$ _____ per day for each day Buyer remains in possession of the Property from the date of termination of the Contract until Buyer vacates the Property or is evicted.

6. **Utilities.** Buyer shall have all utilities registered in Buyer's name as of the Commencement Date and shall pay the costs of all utilities (sewer, water, gas, electricity, etc.) during the Term.

7. **Lawn Maintenance; Trash.** Buyer shall be responsible for lawn maintenance and trash removal after the Commencement Date.



This form jointly approved by:
North Carolina Bar Association's Real Property Section
North Carolina Association of REALTORS®, Inc.

Buyer initials _____ Seller initials _____



8. **Insurance on Buyer's Property.** Buyer shall procure and maintain throughout the Term a renter's insurance policy, and shall promptly provide Seller evidence of such insurance upon Seller's request. In addition to coverage for damage or loss to Buyer's personal property in such amount as Buyer may determine, the policy shall include adequate coverage for bodily injury and property damage for which Buyer may be liable.

9. **Insurance on Seller's Property.** Seller shall procure and/or maintain in effect a policy or policies of fire, hazard, and liability insurance adequately covering the Property and Seller's personal property, if any, located on the Property. Risk of loss or damage to the Property by fire or other casualty remains with Seller until Closing under Paragraph 11 of the Contract.

10. **Buyer's Indemnification.** Buyer shall indemnify and hold Seller harmless from and against any and all liability, fines, suits, claims, demands, actions, costs and expenses of any kind or nature whatsoever caused by, or arising out of, or in any manner connected with any damage to the Property or any injury or death to a person or persons arising out of Buyer's use and/or occupancy of the Property after the Commencement Date, including intentional or negligent acts by Buyer, Buyer's family, invitees, and/or agents and employees of Buyer.

11. **Subletting; Assignment.** Buyer shall not sublet the Property or assign this Agreement.

12. **Association Dues and Charges.** Seller shall pay the owner's association dues and other like charges, if any, during the Term.

13. **Pets.** Check one: pets are allowed on the Property no pets are allowed on the Property.

14. **Eviction.** In the event of Buyer's breach of this Agreement or the Contract, Buyer may be evicted from the Property pursuant to a summary ejection proceeding brought before the magistrate in the county where the Property is located, as provided in Chapter 42 of the North Carolina General Statutes.

15. **Costs of Legal Proceedings.** The losing party in any legal proceeding brought by Buyer or Seller against the other party for breach of any provision of this Agreement (including an action for summary ejection) shall be liable for the costs and expenses of the prevailing party, including reasonable attorneys' fees (at all tribunal levels).

EXCEPT AS SPECIFICALLY MODIFIED HEREIN, ALL OF THE TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN THE EVENT OF A CONFLICT BETWEEN THIS AGREEMENT AND THE CONTRACT, THIS AGREEMENT SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: _____

Date: _____

Buyer: _____

Seller: _____

Date: _____

Date: _____

Buyer: _____

Seller: _____

Entity Buyer:

Entity Seller:

(Name of LLC/Corporation/Partnership/Trust/etc.)

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____