



EGYPTIAN BOARD OF REALTORS®, INC
Addendum C
PRE-CLOSING POSSESSION



Reference Sales Contract Dated: _____

Property Address _____

1. Buyer may take possession of the Property, commencing on _____. Prior to possession, Buyer shall pay to Seller a possession fee of \$_____, which is \$_____ per day. In addition, Buyer shall deposit with _____ (Escrowee) a possession deposit of \$_____. Any agreed extension of the possession shall be at the same per day rate.
2. Buyer has had the premises fully inspected to Buyer's complete satisfaction and agrees, upon possession, to accept the premises in "as is" condition. Buyer waives any and all the Buyer's remaining contingencies, and all remedial actions of the Seller, except as follows: _____
3. During Buyer's possession, Buyer shall be responsible for all utilities and shall obtain a personal injury and liability insurance policy with minimum coverage limits of \$_____/ \$_____, as well as an insurance policy covering Buyer's personal property. It is specifically understood that should the real property being occupied by Buyer, or personal property included in the sale, be damaged by fire or other occurrence during the time that the Buyer is in possession, Buyer shall pay the Seller's insurance deductible and risk of loss of personal property shall be borne by the Buyer.
4. Buyer shall indemnify Seller for any liability incurred by Seller as a result of said pre-closing possession. This indemnification shall include Attorney's fees and court cost awarded to the prevailing party.
5. Buyer shall be responsible for maintaining the premises in the same condition as at time of possession, including but not limited to lawn, shrubbery, and pool, if any. It is agreed that no changes, improvements, or additions shall be made without the express written consent of the Seller. Buyer shall be responsible for any damage, other than ordinary wear and tear, done on or to the premises. Buyer shall not be responsible for damage caused by a force majeure.
6. Notwithstanding any other provision contained herein, all prorations contained in this agreement shall be made as of the date of possession.
7. If the Contract does not close by the closing date, through no fault of Seller, Seller may give Buyer ____ days written notice to vacate the Property. Buyer shall deliver all keys, locks, alarms, codes, and any and all transmitters/remotes to Seller or Seller's Broker and leave the Property in the same condition as of the date of possession. In the event Buyer fails to vacate as required in the vacancy notice, the possession fee shall become \$_____ per day. Buyer agrees that Seller shall be entitled to recover any unpaid possession fees, cost to clean or repair the premises necessitated by Buyer's possession and costs of collection, including attorney's fees, from Buyer's possession deposit or from legal proceedings against Buyer if the possession deposit is not sufficient.
8. In the event the Contract does not close, the escrow agent shall forthwith release to Seller from Buyer's possession deposit, that portion of the possession deposit needed to compensate Seller for any unpaid possession fees, costs to clean or repair the premises necessitated by Buyer's possession, and cost of collection, including attorney's fees. The escrow agent shall not be liable to either party for its good faith determination that the contract did not close and that the Buyer failed to vacate as required by Seller's notice. Presentation of paid receipts, dated after the date of the notice to vacate, for cleaning and/or repairs shall be sufficient proof that the seller incurred said expenses as a result of Buyer's possession.

Buyer Date/Time

Seller Date /Time

Buyer Date/Time

Seller Date /Time