

EARLY ACCESS AGREEMENT

(Prior to Close of Escrow)

Addendum Number \_\_\_\_\_ to Purchase Agreement number \_\_\_\_\_ between \_\_\_\_\_ Seller (s) and \_\_\_\_\_ Buyer (s) dated \_\_\_\_\_, concerning the property located at: \_\_\_\_\_

we agree to the Buyer (s) having access to the property as of \_\_\_\_\_

1. BUYER (S) OBLIGATIONS: In consideration of the Seller(s) permission to allow the Buyer(s) have access to the property prior to the close of escrow, for the purpose of moving their personal property and belongings into the house, but not to, occupy or live in the house, the Buyer(s) agree:
  - a. It is fully understood and agreed that the Buyer(s) shall sign all the documents necessary to successfully close the transaction through the lending institution at which financing is being secured as soon as the documents are made available.
  - b. To have inspected the property and any personal property included in the sale, and accept the property in its present "as is" condition.
  - c. To place their own property and liability insurance on the property and personal possessions before having access to the property.
  - d. To make no alterations to the property without property without prior written approval from the Seller(s), until after the close of escrow.
  - e. To abide by all laws, governmental regulations, covenants, bylaws, and agreements with respect to the use or occupancy of the premises
  - f. To admit the Seller(s) or his/her/their authorized agent(s) for the purpose of inspecting the premises until close of escrow.
  - g. In the event the purchase is not completed, the Seller(s) are authorized to have the Buyer(s) possessions removed at the Buyer(s) expense to a public storage facility without any reservations if the Buyer(s) do not vacate within \_\_\_\_\_ day(s) of written notice to them or their Real Estate Agent. The Buyer(s) agree to repair to as good as condition or better any damages resulting from their actions or those of their invitees, at their own expense.
2. HOLD HARMLESS: Commencing on this date, Buyer(s) agree to hold Seller(s), Broker(s) and Seller(s) Agents in this transaction harmless from any claims of damages or loss to the Buyer(s) his/her/their invitees, or to any property occurring on the premises.
3. INSURANCE: Seller(s) agree to continue to maintain any existing policy of fire and extended insurance coverage on the property, not inclusive of the Buyer(s) liability or possessions located on the premises, until of escrow. Buyer(s) agree to secure their own personal liability and property insurance on their possessions prior to accessing the house.
4. TERMINATION: It is the intent of the parties to create a day-to-day tenancy pending the close of escrow. Either party shall have the right to terminate the tenancy upon one day's prior written notice to the other party. Such notice shall be delivered to the Buyer(s) or Seller(s) through their Real Estate Agents. Delivery to the Real Estate Agents shall constitute delivery and notice to the Buyer(s) or Seller(s). It is understood that this agreement is in addition to and does not alter in any way the terms of this purchase agreement.
5. ATTORNEY'S FEES: In any action or proceeding involving a dispute between the Buyer(s) and Seller(s) arising out of this agreement, or for unlawful detainer, the prevailing party shall be entitled to reasonable attorney fees.

Buyer	Date	Seller	Date
-------	------	--------	------

Buyer	Date	Seller	Date
-------	------	--------	------