



Pre-Settlement Limited Access Addendum
(For Use in Montgomery County, Maryland and Washington, DC)

The Contract of Sale dated _____, Address _____
 City _____, State _____ Zip _____ between
 Seller _____ and
 Buyer _____ is hereby amended by the
 incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

WHEREAS, according to said Contract, Seller agreed to give possession and occupancy at the time of settlement; and

WHEREAS, on this date, the parties hereto are amending said Contract to provide a license allowing the Buyer the right to have limited access to the premises after the date herein provided and prior to the date of settlement for the specific purposes and subject to the hereinafter stated terms and conditions.

NOW, THEREFORE, notwithstanding anything to the contrary as stated in said Contract, in consideration of the mutual covenants and conditions herein contained, and intending to be legally bound, the Parties hereto agree as follows:

1. **Access.** Seller hereby grants Buyer a license to have limited access to the premises, which does not include occupancy, from _____ until the date of settlement, at a daily license fee of \$ _____. Buyer shall pay to Seller on or before _____ the sum of \$ _____, covering the license fee from _____ through _____.
2. **Authorized Acts.** During the term of this agreement the Buyer shall be authorized to take only those action(s) that are checked and initialed below:
 - + (A) Store furniture and other personal property _____.
 - + (B) Perform the following modifications and/or renovations _____.
 - + (C) Other _____.
3. **Deposit.** Buyer has paid herewith to the Selling Broker or other Escrow Agent designated in the Contract an additional deposit in the amount of \$ _____. This additional deposit and all prior deposits under the Contract shall be known as the "Entire Deposit". The handling and disposition of the Entire Deposit shall be governed by the applicable provisions of the Contract.
4. **Property Condition.** Seller will deliver possession of the Property to Buyer at the commencement of access under this Agreement in the condition required under the Contract. Buyer shall inspect the Property on that date, and this inspection shall constitute the pre-settlement inspection provided for under the Contract. **Unless otherwise agreed to in writing by Buyer and Seller, Buyer accepts the Property in its "AS IS" condition on the date access is granted, and agrees that all provisions of the Contract relating to the condition of the Property have been satisfied.**
5. **Buyer's Responsibility.** Subject to the rights created under this agreement, Buyer agrees to conduct limited access of the premises in such a manner as to maintain the property, including all equipment and landscaping, in the same original good order as when Buyer was first granted access, and warrants that Buyer will permit no damage to or deterioration of said property which may tend to detract from, devalue or adversely affect the saleability and market value of the property. Except as otherwise provided herein, Buyer is not to modify the property without the written permission of Seller. Buyer will be responsible for the maintenance of all appliances and equipment on the premises as of said access date and the cost of any repairs to same which may arise after said date and until the termination of this Agreement. Buyer will have all

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utilities (sewer, water, gas, oil, electricity, etc.) registered in Buyer's name as of said access date and shall pay the charges for these services until the termination of this Agreement.

In the event that settlement under the Contract does not take place for any reason other than due to a default by Seller, Buyer shall be responsible to complete any modification work that Buyer has commenced, or return the property to substantially the same or better condition than the property was in at the commencement of access under this agreement. Buyer shall, prior to the specified date, pay all contractors in full, and agrees to forfeit any right or claim for increase in value to the property resulting from any work performed by Buyer.

6. **Risk of Loss.** Except for claims arising out of Seller's negligence, it is understood and agreed that Buyer specifically releases Seller from any and all claims that Buyer might have for injury to Buyer or members of Buyer's family or his guests or invitees, and for loss or damage to his personal property during the period of limited access. In addition, it is understood that from the date hereof, Seller shall maintain fire and extended coverage insurance on the subject property with an appropriate absentee owner's liability clause. In addition, Buyer shall, prior to the date of access, provide evidence of an appropriate policy insuring Buyer for loss or damage to Buyer's personal Property and insuring both Buyer and Seller for fire, vandalism and extended coverages, and for injuries sustained by Buyer's guests or other third parties who may enter the subject property during the period of this access. Seller shall be named as a loss payee with the Buyer on said policy(ies) of insurance. Any personal property placed on the premises by Buyer shall be at Buyer's own risk and Buyer shall hold Seller harmless from loss or damage to any personal property or bodily injury to any persons having access to the premises as a result of this Agreement. It is agreed that in the event of duplicate coverage on the dwelling, Seller's policy shall be primary and Buyer's policy shall be excess. In the event of a covered loss, Buyer shall be responsible for the payment of any deductibles under both Seller's and Buyer's insurance policies.
7. **Access.** Buyer agrees that Seller and Seller's agents, and employees shall have the right to enter the Property at all reasonable times for the purpose of showing, inspecting and/or making any repairs which Seller deems necessary or appropriate.
8. **Failure to Vacate.** Should Buyer fail to make full settlement on said contract by the Settlement Date, for any reason, other than due to a default by Seller, Buyer agrees to vacate the premises on or before the said Settlement Date. In such case, Buyer shall return the property to Seller in the condition required in paragraph 5, hereof. If Buyer fails to vacate as specified herein, the daily license fee shall be DOUBLED, which will be in addition to any other remedies specified in the Contract. If Seller should be required to employ an attorney and/or to utilize legal proceedings to obtain possession of the property or to enforce any other provisions of this Agreement, Buyer agrees to be liable for all attorney fees and court costs incident thereto.
9. **No Landlord Tenant Relationship Created.** Nothing in this Agreement shall constitute a Landlord/Tenant relationship between Buyer and Seller. Buyer hereby warrants that no such tenancy shall arise under this Agreement or under applicable law. Further, Buyer shall have no rights afforded to tenants in this jurisdiction by reason of the license hereunder granted by Seller to Buyer.
10. **General Provisions.** It is understood and agreed that wherever used herein, the singular shall include the plural and the plural the singular. Other than as stated herein, Buyer and Seller agree that the terms and conditions of the Contract are not modified hereby and shall remain in full force and effect.
11. **Headings.** The Paragraph headings of this Addendum are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties.
12. **TIME IS OF THE ESSENCE.** TIME IS OF THE ESSENCE WITH RESPECT TO ALL PROVISIONS OF THIS PRE-SETTLEMENT LIMITED ACCESS AGREEMENT.

_____	_____	_____	_____
Seller	Date	Buyer	Date
_____	_____	_____	_____
Seller	Date	Buyer	Date