



Lease Purchase Agreement Addendum

Address _____

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF, IF YOU DESIRE LEGAL, TAX, OR OTHER PROFESSIONAL ADVICE; CONSULT YOUR ATTORNEY, TAX ADVISOR, OR PROFESSIONAL CONSULTANT.

This Addendum is adjoined to a Purchase Contract and Lease Agreement to provide possession for the Buyers prior to Close of Escrow. If the Buyers or the Sellers breach either the Purchase Contract or the Lease Agreement, it shall be considered a breach of both documents.

The Buyer must receive a Preliminary Title Report on the premises and review and approve it prior to occupancy. A subsequent update will be provided prior to the Close of Escrow.

A collection of rent and disbursement of funds to lien holders, if any, shall be performed by the selected Title Company servicing department. Payments _____ days in arrears shall be a material breach of these contracts.

The aggregate liens against the premises total approximately \$_____ and Seller agrees not to further encumber premises. All financing terms on page 2 of the Purchase Contract are deferred until 45 days prior to scheduled Close of Escrow whereupon all terms become effective.

Upon occupancy, the parties acknowledge that all contingencies, inspections and repairs have been satisfied except obtaining financing, if called for, and the close of escrow.

All repairs and maintenance of property during the term of this agreement shall be the responsibility of the Buyer after occupancy and Buyer further acknowledges having completed the final walk through of the premises and accepts the condition of the premises without further conditions regarding repairs and understands there will be no Seller warranty of any kind except as stated under 5-B of the Purchase Contract, **“Warranties that survive closing.”**

Seller is to maintain appropriate insurance on premises until the Close of Escrow. Buyer is to maintain renter’s insurance, which shall include liability coverage, in place before occupancy, through the Close of Escrow.

Both parties agree that this transaction is not subject to a qualifying FHA loan as an underlying lien currently on property.

The Buyer’s understand that if they cannot close escrow for any reason that the money that has been deposited will be forfeited except in case of Seller default.

This Addendum is incorporated into the Purchase Contract, Lease Agreement and escrow instructions. If there is a conflict between this Addendum and the Purchase Contract or the Lease Agreement, the terms of this Addendum shall be controlling.

It is recommended that both parties seek the advice of an attorney regarding the ramifications of the failure of any party to perform the terms of these contracts or of a bankruptcy filing by either party. Furthermore Seller/Landlord and Buyer/Tenant expressly release and indemnify the real estate company(ies) and agent(s) from all liability regarding this transaction and for either party’s compliance and/or condition of property.

Buyer

Date _____

Date _____

Seller

Date _____

Date _____